MEMORANDUM

Agenda Item No. 14(A)(6)

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

DATE: November 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Lease Agreement No. C-012336 ("Lease") with American Airlines, Inc. ("AA") for a twenty-year term to lease building 890 at Miami International Airport ("MIA") and adjacent land and pavement for aircraft maintenance, repair, and overhaul ("MRO") operations; requiring AA to assume 72 percent ($67,800,000.00) of the County's total debt service ($85,000,000.00) related to Miami-Dade County's acquisition of MIA buildings 890 and 891, 10.208 acres of land, and the rights to reclaim a 2.214-acre parking lot; providing reimbursement to AA through MIA's tenant airport construction – reimbursable ("TAC-R") process for repairs completed in building 890, estimated at $13,900,000.00, in addition to recertification-required repairs and any necessary structural and system repairs to meet applicable environmental, building and life-safety codes; reaffirming the Board' conditional approval in Resolution No. R-1234-25 of the County's acquisition of MIA buildings 890 and 891 and related property from Aero Miami, LLC; providing that the lease shall not become effective until majority-in-interest approval by the Miami Airport Affairs Committee ("MAAC") and certification by the traffic and bond engineers; authorizing the County Mayor to execute the agreement, to take all actions necessary to effectuate same, and to exercise all rights conferred therein, including the termination rights; waiving provisions of Resolution No. R-130-06 and directing the County Mayor to provide an executed copy of the Lease Agreement to the Property Appraiser's Office in accordance with Resolution No. 791-14; waiving the provisions of Implementing Order 8-4 related to provision of a report by the Commission Auditor

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM

(Revised)

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

DATE: November 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(6)

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. 14(A)(6)
11-17-26

RESOLUTION NO. _____

RESOLUTION APPROVING LEASE AGREEMENT NO. C-012336 ("LEASE") WITH AMERICAN AIRLINES, INC. ("AA") FOR A TWENTY-YEAR TERM TO LEASE BUILDING 890 AT MIAMI INTERNATIONAL AIRPORT ("MIA") AND ADJACENT LAND AND PAVEMENT FOR AIRCRAFT MAINTENANCE, REPAIR, AND OVERHAUL ("MRO") OPERATIONS; REQUIRING AA TO ASSUME 72 PERCENT ($67,800,000.00) OF THE COUNTY'S TOTAL DEBT SERVICE ($85,000,000.00) RELATED TO MIAMI-DADE COUNTY'S ACQUISITION OF MIA BUILDINGS 890 AND 891, 10.208 ACRES OF LAND, AND THE RIGHTS TO RECLAIM A 2.214-ACRE PARKING LOT; PROVIDING REIMBURSEMENT TO AA THROUGH MIA'S TENANT AIRPORT CONSTRUCTION – REIMBURSABLE ("TAC-R") PROCESS FOR REPAIRS COMPLETED IN BUILDING 890, ESTIMATED AT $13,900,000.00, IN ADDITION TO RECERTIFICATION-REQUIRED REPAIRS AND ANY NECESSARY STRUCTURAL AND SYSTEM REPAIRS TO MEET APPLICABLE ENVIRONMENTAL, BUILDING AND LIFE-SAFETY CODES; REAFFIRMING THE BOARD OF COUNTY COMMISSIONERS' CONDITIONAL APPROVAL IN RESOLUTION NO. R-1234-25 OF THE COUNTY'S ACQUISITION OF MIA BUILDINGS 890 AND 891 AND RELATED PROPERTY FROM AERO MIAMI, LLC; PROVIDING THAT THE LEASE SHALL NOT BECOME EFFECTIVE UNTIL MAJORITY-IN-INTEREST APPROVAL BY THE MIAMI AIRPORT AFFAIRS COMMITTEE ("MAAC") AND CERTIFICATION BY THE TRAFFIC AND BOND ENGINEERS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN, INCLUDING THE TERMINATION RIGHTS; WAIVING PROVISIONS OF RESOLUTION NO. R-130-06 AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE IN ACCORDANCE WITH RESOLUTION NO. 791-14; WAIVING THE PROVISIONS OF IMPLEMENTING ORDER 8-4 RELATED TO PROVISION OF A REPORT BY THE COMMISSION AUDITOR

WHEREAS, Pursuant to Resolution No. 1234-25, and as part of Miami-Dade County's initiative to reclaim and redevelop Maintenance, Repair and Overhaul ("MRO") facilities at Miami International Airport ("MIA"), the Board of County Commissioner's (Board) previously granted conditional approval for the County's acquisition of MIA Buildings 890 and 891, together with 10.208 acres of land, and the rights to reclaim a 2.214-acre parking lot from Aero Miami, LLC ("Aero Miami") for a total purchase price of $85,000,000.00, funded through $17,200,000.00 in set-aside funds and County-issued bonds; and

WHEREAS, the County's acquisition will be effectuated through a Purchase and Sale Agreement, and its execution is contingent upon approval by a Majority-In-Interest of the Miami Airport Affairs Committee; and

WHEREAS, American Airlines, Inc. ("AA") currently occupies Building 890 and conducts maintenance, repair and overhaul ("MRO") operations in the facility under a sublease with the Miami-Dade Aviation Department ("MDAD"); and

WHEREAS, the County and AA have negotiated Lease Agreement No. C-012336 ("Lease") , through which AA will lease only Building 890 from the County, together with its associated land and pavement area, permitting AA to continue its use of Building 890 for a 20-year term with no renewal options; and

WHEREAS, the Lease requires AA to assume approximately 72 percent of the total debt service associated with the County's acquisition costs, $67,800,000.00, with the remaining $17,200,000.00 to be funded through MDAD's Improvement Fund, contingent upon approval by the Majority-In-Interest of Airlines; and

WHEREAS, the Lease requires AA to complete all repair work identified in the October 14, 2025, report prepared by MDAD's Consulting Civil/Bond Engineer, HNTB Corporation, for Building No. 890, estimated at $13,900,000.00, together with all recertification-required repairs, plus any

structural and systems repair related work necessary to comply with all applicable environmental, building and life-safety codes, with all costs incurred by AA reimbursable through MDAD's Tenant Airport Construction – Reimbursable (TAC-R) process; and

WHEREAS, the Board intends that the Lease to be executed after the Purchase and Sale Agreement is executed and has closed; and

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

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

Section 1. Subject to the satisfaction of the conditions precedent set forth in section 4 of this resolution, this Board approves the foregoing recital as if fully set forth herein and, Lease Agreement No. C-012336 ("Lease") between Miami-Dade County and American Airlines, Inc. ("AA") as tenant and developer, for Building 890 and the surrounding land and pavement areas totaling 361,160 square feet (SF) of leased area. The proposed project encompasses 178,760 SF of vertical improvements within Building 890; 150,862 SF of airside aircraft pavement (apron area); and 50 unreserved, non-exclusive parking spaces situated on 31,538 SF of vehicular pavement, (collectively, the "890 Premises") located at MIA, for a term of 20 years with no renewal options, in substantially the form attached for aircraft Maintenance, Repair and Overhaul ("MRO") operations, and requires AA to assume 72 percent of the County's total debt service associated with the County's total acquisition costs, which totals $67,800,000.00, with no other rent due throughout the term, in addition to other revenue due to the County.

Section 2. This Board reaffirms its conditional approval, as set forth in Resolution No. R-1234-25, of the County's acquisition of MIA Buildings 890 and 891, 10.208 acres of land, and the rights to reclaim a 2.214-acre parking lot from Aero Miami, and approves the Purchase and Sale Agreement consistent with that prior conditional approval.

Section 3. This Board directs that Lease shall be approved and executed after the Purchase and Sale Agreement is signed and has closed, but neither shall be executed until after the conditions precedent in Section 4 below have occurred.

Section 4. This Board directs the County Mayor or Mayor's designee to expeditiously seek the approval of: (a) the Purchase and Sale Agreement by a Majority-in-Interest of the Miami Airport Affairs Committee; (b) MDAD's traffic engineers and the consulting engineers for the improvements to be constructed by AA as required by section 707 of the Amended and Restated Trust Agreement for the Aviation Revenue Bonds; and (c) the Federal Aviation Administration, which approvals are referred to herein as the "conditions precedent." The satisfaction of the conditions precedent (4)(b) shall be evidenced by a written certification from the MDAD's traffic engineers and consulting engineers and the filing thereof with the Clerk of the Board. Subject to the satisfaction of the conditions precedent, this Board authorizes the County Mayor or County Mayor's Designee to execute the Lease for and on behalf of Miami-Dade County, to take all actions necessary to effectuate the Lease, and to exercise all rights conferred in the Lease, including the termination rights. The County Mayor or County Mayor's designee shall not have authority to execute the Lease if any of these conditions precedent is not met.

Section 5. This Board directs the County Mayor or County Mayor's Designee to provide an executed copy of the Lease Agreement to the Property Appraiser's Office in accordance with Resolution No. R-791-14.

Section 6. This Board waives the provisions of Resolution No. R-130-06 requiring that all agreements presented to this Board be fully negotiated, in final form and executed by the non-County parties. The County Mayor or County Mayor's designee to negotiate additional revisions to and finalize the attached Agreement, provided that no revision materially alters the terms detailed in the accompanying memorandum or otherwise allocates rights or obligations in a manner which is materially different than is currently provided for in the attached Agreement.

Section 7. This Board waives the provisions of Implementing Order 8-4 with respect to this Lease to American Airlines.

The Prime Sponsor of the foregoing resolution is Commissioner Raquel A. Regalado. It 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 17th day of November, 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.

David M. Murray

Memorandum

MIAMI-DADE COUNTY

Date: November 17, 2026

To: Honorable Raquel A. Regalado
County Commissioner, District 7

From: Ralph Cutié
Director and Chief Executive Officer

Subject: Lease Agreement with American Airlines, Inc. for Renovation of Maintenance, Repair and Overhaul Facilities in Building 890 and Adjacent Land and Pavement at Miami International Airport

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Executive Summary

Miami International Airport (MIA) continues to rank among the nation's fastest-growing airports, increasing the need for long-term modernization and expansion of its infrastructure. To keep pace with accelerating passenger and cargo growth, the Miami-Dade Aviation Department (Aviation Department or MDAD) is advancing its $14 billion "Modernization In Action" (M.I.A.) program and implementing strategic projects aligned with the Forward Flight Team and CARE-MIA Advisory Board initiatives, noting the Forward Flight Team's closure and transition to the CARE-MIA Advisory Board.

As MIA strengthens its role as a premier international gateway, MDAD faces growing demand for expanded maintenance, repair and overhaul (MRO) facilities amid shortages in hangar space, ramp areas, and employee parking. To meet these needs and support the airport's continued growth, MDAD is advancing a 20-year lease agreement with American Airlines, Inc. (AA) to modernize its MRO facilities within Building 890 and the surrounding land and pavement areas totaling 361,160 square feet (SF) of leased area. The proposed project encompasses 178,760 SF of vertical improvements within Building 890; 150,862 SF of airside aircraft pavement (apron area); and 50 unreserved, non-exclusive parking spaces situated on 31,538 of vehicular pavement, (collectively, the "890 Premises").

In parallel, the County and Aero Miami III, LLC (Aero Miami) are entering into a "Purchase and Sale" agreement through which the County will acquire a larger set of premises, including Buildings 890 and 891, of which only Building 890 and its associated land and pavement areas will be leased to AA. The County's total acquisition cost is $85 million, funded through approximately $17.2 million in set-aside funds if Majority In Interest (MII) approval is granted and County-issued

bonds. AA will fund approximately 72 percent (72%) of the total bond-funded debt (i.e., $67.8 million) amortized over a 20-year period. Following the closing of the County's acquisition, both agreements will be executed concurrently and take effect once all required approvals are obtained, including MII consent by the Miami Airport Affairs Committee (MAAC).

This item seeks approval from the Board of County Commissioners (Board) of Lease Agreement No. C-012336 (Lease Agreement) with AA to upgrade the MRO infrastructure in Building 890 and its associated support areas, using MDAD funds, which AA currently occupies through a County-assigned sublease in the northeast area of MIA.

The Lease Agreement accomplishes, among other things, the following actions:

- Supports the 2025 Board-approved $85 million acquisition of Buildings 890 and 891, 10.208 acres of land, and rights to reclaim a 2.214-acre parking lot.

- Provides AA with a 20-year lease for the Building 890, allowing it to continue its current MRO operations as part of the County's broader MRO redevelopment initiative.
- MDAD may relocate the airside pavement area and vehicular pavement area with possible shuttle service or other equipment accommodation to AA as determined by AA, upon ninety (90) days' written notice.

- Requires AA to fund 72 percent (72%) of the County's debt service associated with the $85 million acquisition, with the remaining $17.2 million covered through MDAD's Improvement Fund.

Requires AA to perform all repair work identified in the October 14, 2025 report for Building No. 890, estimated at $13.9 million, together with any work needed to complete a project's scope, including all structural or system repairs needed to comply with all applicable environmental, building, and life-safety codes at the County's sole expense. AA will initially pay for the work using its own funds and will be reimbursed through MDAD's TAC-R process.

- Grants AA a right of first refusal to redevelop MRO hangar space adjacent to and north of the 890 Premises, consisting of sites west and north of Building 890, and sites north of Buildings 891 and 896

(collectively, “the Adjacent Site”) for the first 15 years of the Lease Agreement.

- Provides for termination for cause and establishes a Federal Aviation Administration (FAA) driven compliance process including a 30-day Cooperative Period, and a 180-day termination option if unresolved.

- In the event of a termination due to AA’s default or abandonment AA shall continue to pay the County Monthly Rent required under Article 3 in accordance with the rent payment schedule set forth in **Exhibit [05],** as liquidated damages and not a penalty.

- Includes AA commitments to support and foster aviation-related workforce development.

- Requires AA to maintain a minimum of 50 percent of its 2025 maintenance-employee baseline on a rolling 12-month-average, with six (6) months to cure shortfalls.

- Calls for AA-County meetings to review MIA’s redevelopment needs, growth, and lease issues.

It should be noted that the Lease Agreement has been submitted in draft form and remains subject to further negotiation, but no revision will materially alter the terms provided above or otherwise allocate rights or obligations in a manner which is materially different than is provided for in the attached Lease Agreement. Pursuant to the delegation of authority set forth in the attached Resolution, the County Mayor or County Mayor’s designee is authorized to negotiate, finalize, and execute the Lease Agreement upon approval of this item by the Board.

The effectiveness of the Resolution and the County’s approval and execution of the Lease Agreement is contingent upon approval from the Board, the Federal Aviation Administration, and the MII of Airlines approval by the MAAC as per Article 6(C) of the Airline Use Agreement delineated in Resolution No. R-769-18, which provides the MII carriers at MIA the right to disapprove of the use of capital funds for the purchase of these property interests within 45 days of transmittal to the MII. In addition, this Lease Agreement will comply with Section 1308 of the Trust Agreement, which confirms that the County is not prevented from issuing obligations, if it meets the requirements of the provision.

Recommendation

It is recommended that the Board adopt the attached Resolution approving the Lease Agreement between Miami Dade County and AA entitled: "Lease Agreement Between Miami-Dade County, Florida, Through The Miami-Dade Aviation Department, As Lessor, and American Airlines, Inc., As Lessee, Miami International Airport" with a term not to exceed twenty (20) years.

Because this Lease Agreement involves the lease of County-owned land, compliance with Implementing Order (I.O.) No.: 8-4 which governs the sale, lease, and conveyance of County-owned property, is required. Accordingly, all due diligence obligations under I.O. 8-4 have been completed by the Administration and documented by MDAD in Attachment A as attached to this memorandum. As part of the due-diligence process, the Administration has satisfied the following requirements:

- Resolution No. 380-17: Written notification was provided to the district commissioner for the property, as required.
- Section 2-10.4.2 of the Miami-Dade County Code: The value of the 890 Premises to be leased was confirmed in accordance with the Board-approved annual adjustment of MDAD's Rates and Charges. The premises were valued at $4.5 million for F.Y 2027, and increase annually up to $8 million in 2046 for a total of $123 million over the twenty (20) year term.
- Office of the Commission Auditor: The required documentation has been submitted to enable the Office to conduct its review of the Development Lease Agreement.

Further, it is recommended that the Board waive the requirements of Resolution No. R-130-06 requiring that any agreement presented to this Board be fully negotiated and executed by non-County parties as the final verbiage and form of the Agreement is still being finalized with AA.

Scope

The 890 Premises is located inside MIA's footprint in District 6, represented by Commissioner Natalie Milian Orbis; however, the impact of this item is countywide as MIA is a regional asset.

Delegation of Authority

The County Mayor or County Mayor's designee has the authority to execute the Lease Agreement and the authority to (i) terminate the Lease Agreement if AA

breaches any of the terms, covenants, and conditions, (ii) commence discussions or make a proposal to a third-party to redevelop the Adjacent Site's MRO facilities by Year 15, if AA does not execute its own agreement for the same purpose, as set forth in Article 1.09, and (iii) accept and approve any assignment or subletting of the 890 Premises, as appropriate.

Fiscal Impact/Funding Source

There is a two-fold fiscal impact to the County. AA will pay annual rent in twelve (12) equal monthly installments based on a partial cost-recovery model, under which AA funds approximately 72 percent (72%) of the County's remaining bond-financed acquisition cost for the 890 Premises, $67.8 million, amortized over twenty (20) years. This amount includes the bond-required coverage, recalculated annually as a percentage of the remaining debt. No additional rents apply.

This financial structure, as described in more detail below, enables AA to contribute directly toward the County's investment in acquiring and redeveloping the 890 Premises, while allowing the County to recover its costs over the 20-year term.

- Upon MII approval, MDAD will apply approximately $17.2 million in previously set-aside funds from Fed-Ex's prepaid rent to cover twenty percent (20%) of the County's total acquisition cost of $85 million. The remaining portion**,** about $67.8 million, will be financed through Aviation Revenue Bonds.

    - $17.2 million – The funding source is FY 2025-2026 Proprietary Funding - MDAD's Improvement Fund (Set-Aside).
    - $67.8 million - The funding source is Volume 3 FY 2025-2026 Adopted Budget and Multi-Year Capital Plan – Land Acquisition Subprogram #2000001655.

- AA will fund approximately 72 percent of the $67.8 million remaining acquisition cost during its occupancy of the 890 Premises amortized over a 20-year term, representing AA's proportional share of the cost associated with the 890 Premises.

Additionally, if AA provides maintenance services to other airlines, to aircraft not owned or leased by AA or its affiliates, or subleases any portion of the 890 Premises to a non-affiliate, AA shall pay the County three percent (3%) of monthly gross revenues. If AA provides ground support services to other airlines or to

aircraft not owned or leased by AA or its affiliates, AA shall pay seven percent (7%) of monthly gross revenues. AA will pay either one or the other, but not both for each type of service rendered.

The final component of the fiscal impact provides for MDAD to reimburse AA for the costs associated with AA performing the repair work identified in the HNTB October 14, 2025 report (Exhibit [02] to the lease agreement) and estimated at $13.9 million using the Tenant Airport Construction – Reimbursable (TAC-R) process, together with any work needed to complete a project's scope, including all structural or system repairs needed to comply with all applicable environmental, building, and life-safety codes, at the County's sole expense. This reimbursement will be funded through Future Aviation Revenue Bonds and previously set-aside proprietary funding, as shown below.

- $13.9 million - The funding sources are (i) Volume 3 FY 2025-2026 Adopted Budget and Multi-Year Capital Plan – Building Recertification Subprogram #2000004039, and (ii) Volume 3 FY2025-2026 Adopted Budget and Multi-Year Capital Plan – Reserve Maintenance Subprogram #2000000068.

MDAD is responsible for the necessary work and related costs to ensure that building 890 is compliant with building recertification requirements throughout the term of the Lease Agreement in addition to specific repairs necessary for the operation of the building.

Track Record/Monitor

MDAD's Division Director for Real Estate Management, Michèle Raymond, will monitor the implementation of this new Lease Agreement.

Background

MIA serves as AA's primary hub for international passengers, a role that generates substantial benefits for both the airport and the County. AA delivers significant passenger traffic and extensive global connectivity to more than 170 destinations, employs over 14,700 local team members, and contributes more than $1.9 billion in annual payroll. Its operations generate over $30 billion in economic impact, support more than 40,000 jobs tied to airport activity, and move more than 224 million pounds of cargo each year. Beyond its economic role, AA remains engaged in the community, partnering with local schools, colleges, and aviation-training programs to cultivate the next generation of aviation professionals, while

supporting charitable and philanthropic initiatives that strengthen education, community wellbeing, and workforce development across the County.

In December 2025, through Resolution No. 1234-25, the authorized an $85 million acquisition package that includes MIA Buildings 890 and 891, 10.208 acres of land from Aero Miami, and granted the right to reclaim a separate 2.214-acre parking lot held by the company, while removing its right of first refusal for Building 896, and accepting the assignment of its sublease with AA to the County. In addition, authority was delegated to the County Mayor to finalize and execute all related documents upon receiving MII approval. Because the Board's approval is conditional, the County cannot reclaim or assume ownership of Buildings 890 and 891, or any associated land and pavement, until the full $85 million acquisition cost has been paid and all conditions are fully satisfied. In alignment with these requirements, the Resolution appended to this agenda item specifies that MII approval is necessary for the use of MDAD's Improvement Fund and Aviation Revenue Bonds, making such approval a prerequisite for finalizing the transaction. Under this financing structure, AA is responsible for funding approximately 72 percent (72%) of the total debt service. Additionally, the Resolution requires that the Purchase and Sale Agreement between the County and Aero Miami be executed concurrently with the Lease Agreement, which likewise cannot take effect without MII approval.

The attached Lease Agreement facilitates the County's $85 million acquisition by enabling AA to fund the majority of associated costs while ensuring its ongoing operations in Building 890, resulting in a mutually beneficial arrangement for both parties. The primary provisions and benefits are outlined below.

A. Key Terms and Conditions of the Lease Agreement

1. AA shall fund its proportional share of the County's total acquisition cost of $85 million, contributing approximately 72 percent ($67.8 million) of the total debt service, which corresponds to its occupancy of the majority of the 890 Premises. The remaining 18 percent ($17.2 million) will be funded by MDAD upon MII approval using previously reserved prepaid rent from Fed-Ex.

   MDAD may relocate the airside and vehicular pavement area of the 890 Premises, in whole or in part, at its discretion and its sole cost and solely to the extent reasonably necessary to accommodate an Airport capital or development project, upon not less than ninety (90) days' prior written notice

to the Lessee. and any relocated area must remain in close proximity to Building 890.

2. AA is responsible for performing the repair work identified in the October 14, 2025, report, prepared by MDAD's Consulting Civil/Bond Engineer, HNTB Corporation (HNTB), for Building No. 890, estimated at $13.9 million, together with all repairs need to complete a project's scope, including any structural or systems repair work needed to ensure compliance with all applicable environmental, building and life-safety codes. AA will initially pay for the work using its own funds and will be reimbursed through MDAD's TAC-R process after costs are incurred, with payment issued within 45 days upon receipt of proper documentation. If the County fails to reimburse AA within a 45-day period, interest shall accrue on the unpaid reimbursement amount from the expiration of that period until full payment is made. MDAD is responsible for any additional structural or systems repairs, such as those contained in HNTB's December 4, 2025, report as well as future recertification costs over the 20-year term. All other state-of-good-repair maintenance and repair obligations and related costs shall be AA's responsibility.

   AA may install betterments at its own cost during this period. Any dispute regarding the existence or cost of a betterment may be submitted for determination to the County's Consulting Engineers, HNTB Corporation, or its successor consulting engineer, pursuant to the Trust Agreement, in accordance with the procedures set forth in the Lease Agreement. The County shall reimburse the undisputed portion of eligible costs in accordance with the TAC-R reimbursement process, while disputed amounts shall be resolved through the process established in the Lease Agreement.

3. AA shall have a right of first refusal to develop all or portions of the Adjacent Site identified in the Lease Agreement for future Maintenance, Repair and Overhaul (MRO) facilities, up to five (5) hangars capable of servicing Group V aircraft consistent with MDAD's then current MRO Master Plan. The County may amend, update, revise or replace the MRO Plan, provided that AA shall receive reasonable prior notice and an opportunity to discuss such changes with MDAD in accordance with the Lease Agreement. Furthermore, the County may not pursue third-party development of the Adjacent Site for the first 15 years and must decline unsolicited offers. However, the County may engage in internal planning and develop conceptual uses, site plans, phasing studies, and usage analyses, but cannot share any related materials with third parties,

or use such work as the basis for any third-party proposals or negotiations or undertake its own procurement.

AA's right of first refusal applies to any undeveloped portions not under third-party agreements and is reinstated if such agreements end before temporary certificates of occupancy are issued. The County must consider AA's development proposals in good faith and provide 180 days' notice before contracting with a third party or managing the development of the site through a construction contract. After receiving that notice, AA has 180 days to elect, in writing, to (i) develop the applicable portion of the Adjacent Site on the terms provided, or (ii) decline the same.

If AA elects to exercise its right of first refusal, the parties shall proceed in good faith to execute a development agreement within twelve (12) months following such election.. If AA takes no action within 180 days of the County's notice, the right of first refusal also ends for that portion of the Adjacent Site.

If the County fails to finalize a binding agreement with a third party within twelve (12) months after AA's 180-day election period ends, or if that third-party agreement ends before construction begins, the County must re-offer the development opportunity to AA. If AA elects to develop the site, both parties must negotiate and execute a development agreement, and the County may not engage any third party for that portion while negotiations are ongoing.

If any third-party development occurs at the Adjacent Site, MDAD must coordinate redevelopment to avoid impacts on AA's operations and keep any effects cost-neutral, including providing comparable replacement parking at no cost if employee parking is affected. MDAD is required to provide AA at least 60 days' prior written notice, including details on scope, duration, and expected impacts. If development activity makes a significant portion of the premises unusable for over 48 hours, AA receives a proportional rent abatement until the area is restored. Any disputes must adhere to Article 8.16 if the Lease Agreement, which requires an initial review by designated representatives from both parties, with mediation or legal remedies available if unresolved after ten (10) business days.

4. Termination for cause is permitted for both the County and AA. If the FAA finds a provision inconsistent with federal grant-assurance obligations, MDAD and AA may engage in a 30-day Cooperative Period to amend the provision and achieve compliance (while preserving as much as possible the original

economic bargain) followed by defined proposal and review stages, and if no agreement is reached by AA and the County by day 75, either party may terminate with 180 days' notice, during which AA continues performing without waiving any rights and such performance does not constitute a default. If the Lease Agreement is terminated for cause, any outstanding capital costs related to the County's $85 million acquisition must be repaid in accordance to the original 20-year amortization schedule, without any additional charges, and reduced by any credits, reimbursements, or other amounts owed to AA under the Lease.

5. AA shall make reasonable, good-faith efforts, aligned with its operational needs, business practices, and established community programs, to advance and promote workforce development initiatives in South Florida that support aviation, transportation, and related industries. Workforce development activities may include maintaining or establishing relationships with educational institutions such as the George T. Baker Aviation Technical College and Florida Memorial University, in addition to adopting a strategy that promotes participation in career panels, mock interviews, job-shadowing opportunities, internships, externships, apprenticeships, training programs, and informational sessions at local schools, community organizations or workforce boards to educate students and community members regarding careers in aviation and related fields. Not completing a specific activity or achieving a particular result does not count as default and does not allow termination or claims for damages.

6. Hangar usage is defined as AA's obligation to maintain 50 percent (50%) or greater of its 2025 baseline employment level described in article 2.07 ("Hangar Usage"). If that number falls below 50 percent (50%), MDAD may terminate the Lease Agreement for cause after providing written notice explaining its calculation and the basis for termination. AA has six months to cure any employment shortfall and is not in default during that time. Employment reductions caused by force majeure, facility issues, industry or company-wide changes, routine staffing fluctuations, or regulatory compliance are excluded from the calculation. MDAD's sole remedy is termination as non-compliance does not constitute a default or permit MDAD to impose any penalties or operational restrictions. Disputes follow Article 8.16, which requires an initial review by designated representatives from both parties, with mediation or legal remedies available if unresolved after ten (10) business days.

7. Collaborative meetings between AA and MDAD will be established within 30 days from the effective date of the Lease Agreement to review the airport's overall needs. These discussions will focus on plans for redevelopment and consolidation to support anticipated growth, as well as any unresolved lease issues or related matters.

B. Key Advantages of the Lease Agreement

1. The Lease Agreement restores control of a key air-side operations area by ending the long-term ground lease that restricted MDAD's use of the property until 2054, allowing the County to once again access and utilize the land north of Buildings 890, 891, and 896 for redevelopment, operational staging, and future MRO expansion as of 2042.

2. The Lease Agreement addresses longstanding maintenance deficiencies in Building 890 by relying on MDAD's established TAC-R rate-reimbursement model, under which AA completes the repair work identified in the HNTB report, including structural, systems, environmental, building-code, and life-safety upgrades, and is reimbursed by MDAD. This framework restores the facility to a compliant, serviceable condition and provides a reliable reimbursement pathway for executing the necessary repairs and system improvements, thereby enabling continued modernization of MRO capabilities.

3. The Lease Agreement strengthens AA's maintenance workforce at MIA, comprised of more than 650 highly trained technicians earning an average of $66,000.00 annually as the 890 Premises provides the continuity of operations needed to retain staff during future redevelopment, allowing AA to retain its workforce and keep airport activity steady even through major construction. Strong maintenance performance enhances AA's reliability, leading to more efficient airport operations, improved customer service, and a better overall passenger experience.

4. The Lease Agreement calls for structured, ongoing joint meetings between AA and the County to review MIA's airport-wide redevelopment and consolidation needs, assess anticipated growth and operational demands, and address any outstanding lease-related matters, ensuring coordinated long-term planning and alignment.

5. The Lease Agreement further reinforces the County's long-standing partnership with AA, whose sustained investment has been essential to maintaining operational continuity, advancing growth, and modernizing MIA's infrastructure, including critical capital improvement work such as conveyance upgrades, re-roofing, and other major capitals projects such as the Gate D60 expansion and Concourse K, for which AA contributes roughly 60 percent (60%) of associated costs despite not operating those facilities.

The negotiated terms and conditions between AA and the County are embodied in this Lease Agreement. They include, among other things, all small business enterprise provisions applicable to architects and engineers in Section 2-10.4.01 of the Code of Miami-Dade County (Code); small business enterprise provisions applicable to construction activities under Section 10-33.02 of the Code; Art in Public Places under Section 2-11.15 of the Code; the "Little Davis-Bacon Ordinance" under Section 2-11.16 of the Code, Responsible Wages Ordinance under Section 2-11.16 of the Code; Residents First Training and Employment Program under Section 2-11.7; Employ Miami-Dade under Administrative Order 3-6; Responsible Wages and Benefits for County Construction Contracts - Implementing Order No. 3-24; Guidelines and Procedures for the Sale, Lease, and Conveyance of County Real Property - Implementing Order 8-4, and any other program of the County applicable to AA's activities, including MDAD's Tenant Airport Construction Program in effect, as such procedures, programs, ordinances, or code provisions may be amended from time to time.

The Lease Agreement allows AA's continued MRO activities at MIA underscoring the airline's central role in MIA's connectivity, operational performance, and overall economic impact as the airport's largest carrier, responsible for more than 61 percent (61%) of passenger traffic. It advances the County's interests by completing the Board-approved $85 million acquisition and ensuring AA's continued use of Building 890, while expanding MIA's critical MRO capacity after 2042, reinforcing its position as a leading global gateway, protecting thousands of local jobs, and affirming AA's status as MIA's anchor tenant and primary international hub carrier.

Attachments

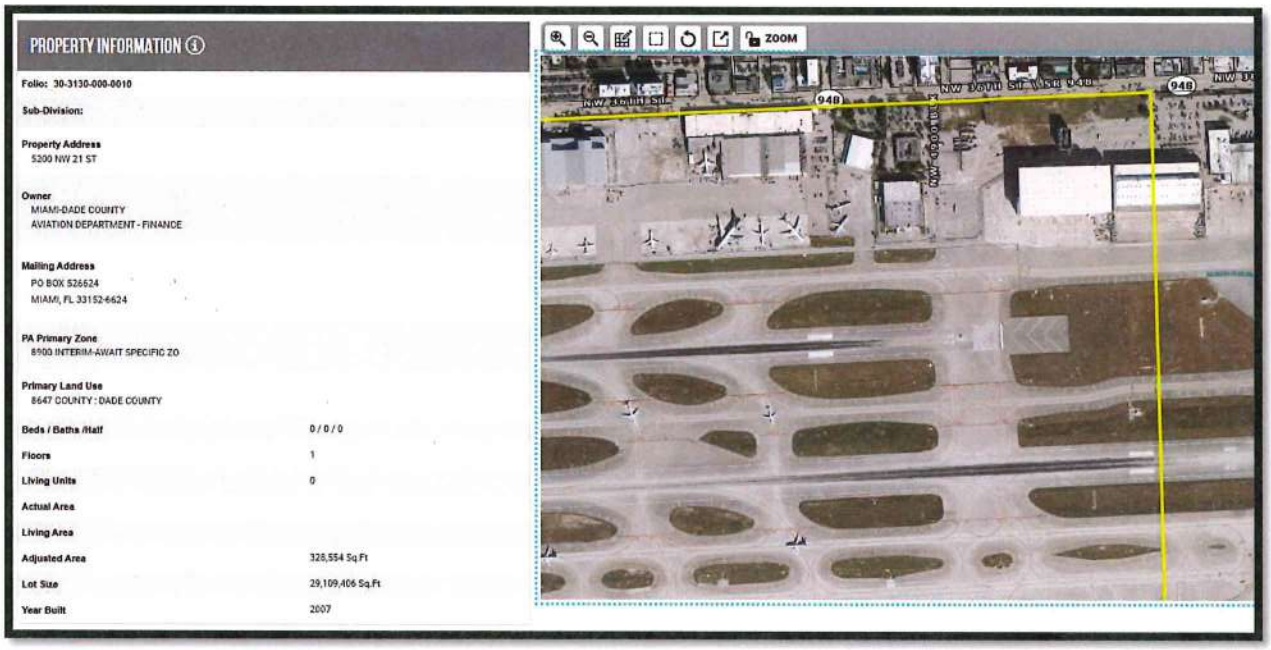
Attachment A

Additional Information pursuant to IO 8-4

Identification of the Property:

East of Miami International Airport (MIA), Building 890
Address: 4640 NW 36 Street

Total square feet include Hangar space, AC Office space, Maintenance/Garage space, Support space, Landside Pavement space and Airside Pavement space for a total area of 361,160 SF.
Folio: 30-3130-000-0010



Use of Premises (Description):

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

(A) Major and minor maintenance, repair, storage and overhaul of aircraft, aircraft engines, aircraft components, ground support equipment and other aviation related equipment; the staging, parking, loading and unloading of aircraft as incident to MRO activities, servicing, fueling, towing and, following receipt of all necessary approvals by the authorities having jurisdiction, washing of aircraft; executive, administrative, accounting and operational offices and training functions associated with airline operations; customer service and employee parking; with prior seven (7) days' advance written notice (or such longer period as reasonably required to obtain any permits required by the authorities having jurisdiction) to, and written consent of, the Department, the hosting of corporate, community, charitable and promotional events and gatherings (provided that internal gatherings of Lessee employees that are not open to the public and do not require permits shall require only reasonable prior written notice (which may be given

by email) to the Department); and ancillary uses customarily incidental to the foregoing MRO operations that are permitted by applicable law and subject to the aforementioned permit requirements.

(B) Airside Aircraft Pavement immediately adjacent to the Premises, may be used for the following purposes only:

I. Staging of aircraft undergoing maintenance under Article 2.01(A)
II. Parking of operable aircraft service equipment of the Lessee related to its maintenance activities under Article 2.01(A).

(C) Parking for Affiliates, employees, vendors, contractors and invitees of the Lessee, whose Airport issued identification badges have been encoded to allow such use. Lessee understands and agrees that the parking areas within the Premises are only for the use by Lessee and its Affiliates, employees, vendors, contractors and invitees and under no circumstances is Lessee permitted to sublease, license or otherwise sell the parking spaces to any other parties or entities, subject to Article 10 (Assignment and Subletting).

The Lessee shall not permit its activities to interfere with designated service roads or lanes or emergency vehicle lanes so as to interfere with the activities of MDAD or others.

Past Experience of Requestor (Background):

American Airlines has been a long-standing tenant and operator at Miami International Airport (MIA) for several decades, serving as one of the airport's primary passenger and maintenance carriers. As one of its largest hubs, MIA hosts American Airlines' aircraft maintenance hangars, support shops, and operational facilities—similar to those the company manages at other major U.S. airports.

American Airlines has extensive experience in aircraft maintenance, repair, ground operations, and facility management, and has consistently complied with Miami-Dade County aviation standards and operational requirements. Their operations demonstrate stable performance and a strong record of meeting all airport obligations.

Improvements to Premises:

The Lessee acknowledges and agrees that upon the occurrence of the Effective Date, Lessee, at the County's sole expense, shall be responsible for and required to timely undertake all work identified in the HNTB October 14, 2025 report attached as **Exhibit [02]** hereto, together with any appurtenant work reasonably necessary to complete the scope specified therein, in order to place the Premises, including the building structure

and systems addressed therein, in compliance with applicable Environmental Requirements, building codes and life safety codes. During the performance of Lessee's HNTB Work, Lessee shall be permitted, at its sole cost and expense, to install betterments, upgrades, improvements and alterations at the Premises.

Development Milestones:

- After the Effective Date of this agreement, the Lessee shall be responsible for and required to timely undertake all work identified in the HNTB report, attached as **Exhibit [02]** hereto.

Inspections:

The Department and/or its designated representatives shall have the right, upon not less than forty-eight (48) hours advance written notice to Lessee (except in emergencies), 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 thirty (30) days of receipt of written notice from the Department, or if such corrective work cannot reasonably be completed within such thirty (30) day period, Lessee shall commence such work within thirty (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 seventy-two (72) hours following receipt of written notice from the Department.

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, limited to a retroactive period that is reasonable under the circumstances and no greater than the retroactive period used by the County for all similarly situated tenants. 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; provided, that if any utility is cut off or discontinued due to the willful misconduct or negligence of the County or MDAD, and such interruption prevents Lessee from using any portion of the Premises for more than

twenty-four (24) hours, the Monthly Rent payable shall be proportionately abated on a per diem basis based on the area of the Premises Lessee cannot use on account of such utility interruption until Lessee is able to resume business operations.

Third Party Mortgages:

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.

Proposed Rental Rates:

Lessee will pay rent during its occupancy of building 890, the apron and parking lot at MIA in accordance with FAA requirements. This rent is calculated based on the partial cost recovery model under which Lessee pays seventy-two percent (72%) of the total bond-funded debt associated with the County's acquisition of the Acquired Property amortized over a twenty (20) year period, as reflected in **Exhibit [05]** attached hereto. In the event that the Lessee remains in possession of the Premises beyond the expiration or termination of the Agreement, the Lessee shall be bound by all of the terms and conditions of the Agreement to the same extent as if the Agreement were in full force and effect during the time beyond the expiration date of the Agreement. However, during any such possession of the Premises as a holdover tenant thirty (30) days after the County has demanded the return of the Premises in writing, the Lessee shall be liable for the fair market rent for the Premises as determined by an MAI appraiser retained by the County, which shall be recalculated on each subsequent one year anniversary of the holdover tenancy, in the event Lessee remains in possession at such time.

Rent provisions for building 890 shall not be used to set precedent for other property rental rates at MIA. FAA compliance language for building 890 proffered by the Lessee and accepted by MDAD with the addition of the text below:

(A) The Parties intend that this Agreement be administered in a manner consistent with the Airport's federal airport grant assurance obligations. If a provision of this Agreement is challenged before the Federal Aviation Administration ("FAA") and MDAD has made commercially reasonable efforts to defend a challenged provision to the FAA (including timely presenting reasonable arguments and information), the FAA issues a formal written determination that application of the challenged provision is inconsistent with such grant assurance obligations or otherwise with any applicable law (an "FAA Determination"), and MDAD after good-faith consideration of Lessee's views elects not to seek further administrative or judicial review of that FAA Determination, there shall then begin a cooperative period between the Parties. The cooperative period shall commence on the date MDAD provides Lessee written notice of MDAD's election not to seek further

administrative or judicial review and shall expire thirty (30) days thereafter (the "Cooperative Period"), and during such Cooperative Period, the Parties shall work together in good faith to interpret and, if necessary, amend the challenged provision(s) to the minimum extent necessary (and to the extent required by the FAA Determination) to achieve compliance while preserving as closely as possible the original economic bargain and all unrelated terms of this Agreement. The Parties shall use commercially reasonable efforts to complete any such interpretation or amendment within the Cooperative Period.

(B) If the Parties are unable to complete an interpretation or amendment within the Cooperative Period, then MDAD shall, no later than forty-five (45) days after commencement of the Cooperative Period, deliver to Lessee for its consideration a written proposal, with reasonable supporting information, for the necessary revisions to the Agreement that, in MDAD's good-faith judgment, achieves compliance with the FAA Determination while preserving as closely as possible the original economic bargain and all unrelated terms of this Agreement; provided that MDAD's proposal shall offer terms no less favorable to Lessee than MDAD offers similarly situated tenants at MDAD's other similarly situated facilities. MDAD's proposal shall remain open for acceptance through seventy-five (75) days after commencement of the Cooperative Period ("Negotiation Deadline"), and Lessee shall have until no later than the expiration of the Negotiation Deadline to accept MDAD's proposal or any other mutually agreed resolution. If no agreement is reached by the Negotiation Deadline, as evidenced by a written instrument acceptable to MDAD being executed by Lessee, then this Lease shall automatically be deemed terminated in its entirety one hundred eighty (180) days following the expiration of the Negotiation Deadline without the need for written notice being issued by either party. Lessee shall vacate the Premises on or before expiration of said 180-day period.

(C) Pending either an agreement or termination (as the case may be) under this clause, the Parties shall continue to perform in accordance with this Agreement consistent with the Parties' established course of performance prior to the FAA Determination, and such performance shall not constitute a default or a waiver of the Parties' respective rights.

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

5200 Waterford District Drive, Suite 900
Miami, FL 33126

Telephone (305) 551-8100
hntb.com

HNTB

10/14/2025

Abel A. Oporto, PE, CGC
Chief of Engineering and Commissioning
Facilities Management – Initiation, Engineering and Commissioning
Miami-Dade Aviation Department

Re: MIA Buildings 890 & 891 Type III Report ROM Revisions

At the request of MDAD, HNTB has revised the Rough Order of Magnitude (ROM) of Probable Cost of Repairs included in the Type III Inspection Report dated August 2024. All items listed are considered to be required to be repaired. Additionally, the following items were removed from the cost of repair list because they are MDAD required repair costs:

- Replacement of the FPL Underground feeder from building 889 to buildings 890, 891, & 896.
- Fire Main Replacement for building 890, 891, & 896.

Twenty-four percent (24%) for the contractor's overhead & profit are included. Indirect cost encompassing approximately 12% of the total cost of repairs include administration & office cost, project management, site facilities, permits & licensing, insurance, equipment depreciation & corporate overheads are included. The estimate of probable cost ROM constitutes the required repairs to the building as observed and noted in the August 2024 TYPE III Inspection Report.

Best regards,

Timothy R. Newsome
Section Manager – Construction Services / Office Delivery Manager

Timothy Newsome

Digitally signed by Timothy Newsome
DN: CN=Timothy Newsome, OU=Employees, OU=Domain Users, DC=hntb, DC=org
Reason: I am approving this document
Date: 2025.10.21 06:11:12-04'00'

ROUGH ORDER OF MAGNITUDE OF PROBABLE COST OF REPAIRS REQUIRED FOR
TYPE III MIA BUILDING 890

HNTB Revised 10/20/25

REQUIRED REPAIRS FOR RECERTIFICDATION

Item	Description	Qty.	Unit	Cost/ Unit	Cost	Total	Remarks
	STRUCTURAL REPAIRS REQUIRED FOR 30-YEAR RECERTIFICATION						
1	Repair cracks in CMU walls	1	LS	$1,750.00	$1,750		A-14 A
2	Repair spalling at steel column concrete encasement	1	LS	3,500.00	3,500		A-15 C
3	Treat rust and paint hangar walls and doors steel framing.	1	LS	55,000.00	55,000		A-15 A
4	Replace corroded sidewall girts and metal wall panels.	1	LS	20,000.00	20,000		A-14 B
5	Repair damaged hangar door bottom exterior metal panels	1	LS	15,000.00	15,000		A-12 B
6	Replace corroded exterior wall metal cladding	1	LS	8,500.00	8,500		A-11 B
7	Overhead door operational maintenance	1	LS	20,000.00	15,000		A-07 B
8	Replace exterior door to attic	1	EA	3,500.00	3,500		A-08 B
9	Replace exterior door lockset to attic	2	EA	750.00	1,500		A-08 C
10	Replace broken wire glass vision panel in hangar	1	EA	1,750.00	1,750		A-11 C
11	SUBTOTAL OF REQUIRED STRUCTURAL REPAIRS					$125,500	
	ELECTRICAL REPAIRS REQUIRED FOR 30-YEAR RECERTIFICATION						
12	Replace main Switchboard for Building 890 located in room 302 (277/480V 2000A)	1	EA	75,000.00	75,000		
13	Replace Pad-mounted Transformer located in room 302 and 1st floor corridor (112.5kVA)	2	EA	9,500.00	19,000		
14	Replace manual transfer switch with an Automatic Transfer Switch (ATS) located in room 302 (400A)	1	EA	6,000.00	6,000		
15	Replace Panelboard 3HDE located in room 302 (277/480V MCB 600A)	1	EA	20,500.00	20,500		
16	Replace emergency Panelboard EDP located in room 302 and panelboard 5HDA located in the attic level (277/480V MCB 400A)	2	EA	18,500.00	37,000		
17	Replace Panelboard 5EHC located in the attic level (277/480V MCB 200A)	1	EA	10,500.00	10,500		
18	Replace Panelboard 5HD located in the attic level and Unknown panel located in 1st floor hangar (277/480V MCB 100A)	2	EA	8,500.00	17,000		
19	Repair panel 1HDD open knockouts with UL listed knockout closure fittings	1	EA	300.00	300		
20	Treat corrosion observed in panels 1HDF, 1DB, 1F, and 1HDK.	4	EA	700.00	2,800		
21	Replace Lights that are no longer functioning on hangar ceiling	20	EA	600.00	12,000		
22	Equipment Rental to replace non functioning Lighting in the hangar ceiling	5	DAY	750.00	3,750		
23	SUBTOTAL OF REQUIRED ELECTRICAL REPAIRS					203,850	
24	ROM FOR TOTAL REQUIRED REPAIRS FOR 30-YEAR RECERTIFICATION					**$329,350**	
	REQUIRED MAINTENANCE REPAIRS						
	ARCHITECTURAL						
25	Repair concrete slab cracks in hangar floor	2,500	LF	$25.00	$62,500		*Repairs required where there is vertical displacement A-16 (A,B)*
26	Replace deteriorated sealant in hangar conc. floor joints	5,500	LF	35.00	192,500		
27	Repair concrete cracks in 2nd and 3rd floor	1	LS	3,500.00	3,500		*Repairs required where there is vertical displacement A-16 (C), A-17(A,B)*
28	Repair concrete cracks in stair landings	1	LS	2,700.00	2,700		*Repairs required where there is vertical displacement A-17 C*
29	Fire seal through wall penetrations	2	EA	800.00	1,600		*Required A-13 (B)*

REQUIRED REPAIRS FOR RECERTIFICDATION

Item	Description	Qty.	Unit	Cost/ Unit	Cost	Total	Remarks
30	Repair spalled sprayed apply fireproofing	1	LS	1,500.00	1,500		*Required A-12 C, A-13 (A)*
31	Replace missing panic device lock cover	1	EA	350.00	350		
32	SUBTOTAL OF ARCHITECTURAL MAINTENANCE REPAIRS					$264,650	
	MECHANICAL						
31	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-1(31) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LS	13,100.00	13,100		*Required*
32	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-2(30) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LS	13,100.00	13,100		*Required*
33	Replace the damaged or missing sections of supply ductwork insulation. Address the cause of sweating condensation on the AHU-3(29) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LS	2,800.00	2,800		*Required*
34	Replace the damaged or missing sections of supply ductwork insulation. Address the cause of sweating condensation on the AHU-4(28) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LF	12,900.00	12,900		*Required*
35	Replace the damaged or missing sections of supply and return ductwork insulation for the Fan-coil serving the elevator machine roon. Clean the evaporator coil and condensate water pan. Replace air filter. Equipment is located in the 3rd-floor.	1	LS	12,800.00	12,800		*Required*
36	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-27 housing. Clean the evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 2nd-floor.	1	LS	14,100.00	14,100		*Required*
37	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-26 housing. Clean the evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 2nd-floor.	1	LS	13,100.00	13,100		*Required*
38	Replace the damaged insulation sections of the supply and return chilled water pipes in the 3rd floor above the Tel. closet area.	1	LS	7,200.00	7,200		
39	Repair leak at fire protection backflow preventer valve	1	LS	3,000.00	3,000		*Required*
40	Perform the annual fire pump flow test for each fire pump assembly.	1	LS	8,600.00	8,600		NOV; *Required*
41	Perform the annual maintenance of the foam fire suppression protection system in accordance with NFPA 11.	1	LS	17,000.00	17,000		NOV; *Required*
42	SUBTOTAL OF REQUIRED MECHANICAL MAINTENANCE REPAIRS					117,700	
	ELECTRICAL						
43	Panelboard Maintenance (Clean panels per NFPA 70B)	10	EA	150.00	1,500		*Required*
44	Replace Duplex Receptacle located in fire pump room 103	1	EA	100.00	100		*Required*
45	Replace GFI Receptacle	2	EA	275.00	550		*Required*
46	Light Replacement (Fire Pump Rooms)	4	EA	400.00	1,600		*Required*
47	Light Replacement (Building Exterior)	2	EA	1,700.00	3,400		*Required*
48	Implement proposed electrical circuitry and controls for hangar door operation	1	LS	4,000,000.00	4,000,000		Line added 12.04.24; *Required*

REQUIRED REPAIRS FOR RECERTIFICDATION

Item	Description	Qty.	Unit	Cost/ Unit	Cost	Total	Remarks
49	Install lightning protection system on Building 890	1	LS	135,000.00	135,000		
50	Junction Box Covers Installation	3	EA	50.00	150		*Required*
51	SUBTOTAL OF REQUIRED ELECTRICAL MAINTENANCE REPAIRS					4,142,300	
52	**ROM FOR TOTAL REQUIRED MAINTENANCE REPAIRS**					**$4,524,650**	
	APRON / PAVEMENT						
53	Selective replacement of concrete apron slabs and temporary repairs where required	1	LS	$4,591,000.00	$4,591,000		Limited to immediate selective replacement & temporary repairs only; *Required* C-01
54	SUBTOTAL OF REQUIRED APRON PAVEMENT REPAIRS					**$4,591,000**	
55	**TOTAL OF REQUIRED REPAIRS FOR BUILDING RECERTIFICATION, MAINTENANCE, AND APRON/PAVEMENT REPLACEMENT**					**$9,445,000**	
56	Overhead/Profit (24%)					2,266,800	Contractor OH & P
57	A/E Services (9%)					850,050	
58	Construction Test & Specs Insp Srvs (2.5%)					236,130	
59	Indirect Cost (12%)					1,133,400	Admin & Office Costs, Project Management, Site Facilities, Permits & Licenses, Insurance, Equipment Depreciation & Corporate Overheads
60	Contingency (20%)					0	
61	REQUIRED REPAIRS SUBTOTAL					$13,931,380	
62	Market Factor Inflation (2024) 6%					0	
63	SUBTOTAL					$13,931,380	
64	Escalation 2 yrs (6%)					0	
65	**TOTAL ROM OF REQUIRED REPAIRS**					**$13,931,380**	

$67.8M		Year 1		Year 2		Year 3		Year 4	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 4.00	$ 1,257,120	$ 4.12	$ 1,294,834	$ 4.24	$ 1,333,679	$ 4.37	$ 1,373,689
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.15	$ 173,491	$ 1.18	$ 178,696	$ 1.22	$ 184,057	$ 1.26	$ 189,579
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.65	$ 20,500	$ 0.67	$ 21,115	$ 0.69	$ 21,748	$ 0.71	$ 22,401
Building 178,760 SF	178,760	$ 16.37	$ 2,925,689	$ 16.12	$ 2,882,155	$ 15.87	$ 2,837,316	$ 15.61	$ 2,791,131
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

$67.8M		Year 5		Year 6		Year 7		Year 8	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 4.50	$ 1,414,900	$ 4.64	$ 1,457,347	$ 4.78	$ 1,501,067	$ 4.92	$ 1,546,099
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.29	$ 195,266	$ 1.33	$ 201,124	$ 1.37	$ 207,158	$ 1.41	$ 213,372
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.73	$ 23,073	$ 0.75	$ 23,765	$ 0.78	$ 24,478	$ 0.80	$ 25,212
Building 178,760 SF	178,760	$ 15.35	$ 2,743,561	$ 15.07	$ 2,694,564	$ 14.79	$ 2,644,097	$ 14.50	$ 2,592,116
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

$67.8M		Year 9		Year 10		Year 11		Year 12	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 5.07	$ 1,592,482	$ 5.22	$ 1,640,256	$ 5.38	$ 1,689,464	$ 5.54	$ 1,740,148
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.46	$ 219,774	$ 1.50	$ 226,367	$ 1.55	$ 233,158	$ 1.59	$ 240,153
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.82	$ 25,968	$ 0.85	$ 26,747	$ 0.87	$ 27,550	$ 0.90	$ 28,376
Building 178,760 SF	178,760	$ 14.20	$ 2,538,576	$ 13.89	$ 2,483,429	$ 13.57	$ 2,426,628	$ 13.25	$ 2,368,123
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

$67.8M		Year 13		Year 14		Year 15		Year 16	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 5.70	$ 1,792,353	$ 5.87	$ 1,846,123	$ 6.05	$ 1,901,507	$ 6.23	$ 1,958,552
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.64	$ 247,357	$ 1.69	$ 254,778	$ 1.74	$ 262,421	$ 1.79	$ 270,294
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.93	$ 29,228	$ 0.95	$ 30,105	$ 0.98	$ 31,008	$ 1.01	$ 31,938
Building 178,760 SF	178,760	$ 12.91	$ 2,307,862	$ 12.56	$ 2,245,794	$ 12.21	$ 2,181,864	$ 11.84	$ 2,116,016
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

Exhibit 05 (Page 2 of 2)

$67.8M		Year 17		Year 18		Year 19		Year 20		Total
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	
Land Total 314,280 SF	314,280	$ 6.42	$ 2,017,309	$ 6.61	$ 2,077,828	$ 6.81	$ 2,140,163	$ 7.01	$ 2,204,368	
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.85	$ 278,403	$ 1.90	$ 286,755	$ 1.96	$ 295,357	$ 2.02	$ 304,218	
Landside Vehicular Pavement 31,538 SF	31,538	$ 1.04	$ 32,896	$ 1.07	$ 33,883	$ 1.11	$ 34,899	$ 1.14	$ 35,946	
Building 178,760 SF	178,760	$ 11.46	$ 2,048,192	$ 11.07	$ 1,978,334	$ 10.66	$ 1,906,380	$ 10.25	$ 1,832,268	
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800	**$ 87,535,993**
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733	

MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM

Rev. February, 2026

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

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

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

STATE OF Texas

COUNTY OF Tarrant

STATE OR PROVINCE Texas

COUNTRY USA

Before me the undersigned authority appeared Amanda Zhang (Print Name),

who is personally known to me or who has provided _____ as

Identification and who did swear to the following:

That he or she is the duly authorized representative of

American Airlines, Inc.

(Name of Entity)

1 Skyview Drive, Fort Worth, TX 76155

(Address of Entity)

1/3-1/5/0/2/7/9/8/___/

Federal Employment Identification Number

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

Vice President, Corporate Real Estate

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

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

That he or she says as follows.

I. OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:
American Airlines, Inc.

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

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

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.
American Airlines Group, Inc.; 1 Skyview Drive, Fort Worth, TX 76155 is holder of 100% of the stock of American Airlines, Inc.

5. If the contract or business transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary. All such names and addresses are:
n/a

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

(a) President:	n/a	(b) President:	
Vice-President:		Vice-President:	
Secretary:		Secretary:	
Treasurer:		Treasurer:	

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

(c) n/a (Name) (d) _____ (Name)

(c) _____ (Title) (d) _____ (Title)

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

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

n/a

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

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

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

(ADD EXTRA SHEETS IF NEEDED)

*** Post Office Box addresses not acceptable.**
**** If a Joint Venture, list this information for each member of the Joint Venture**

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

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

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

1. Danger of drug abuse in the workplace.

2. The firms' policy of maintaining a drug-free environment at all workplaces.

3. Availability of drug counseling, rehabilitation and employee assistance programs.

4. Penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

American Airlines, Inc.
Full name of entity

By: _____ Vice President, Corporate Real Estate 7/31/2026
Signature of Representative Title Date

Amanda Zhang
Print Name of Representative

STATE OF Texas

COUNTY OF Tarrant

STATE OR PROVINCE Texas

COUNTRY USA

SUBSCRIBED AND SWORN TO (or affirmed) before me 31 day of July, 2026

by Amanda Zhang, of American Airlines, who is personally
(Authorized Representative)

known to me or who has produced TX ID. _____ as
(Type of Identification)

And who has taken an oath.

_____ 132002125.
(Signature of Notary) (Notary Commission Number)

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

Notary Stamp or Seal:

MARIANA RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 05-06-2027
Notary ID 132002125

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

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

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

2. DISABILITY AND NONDISCRIMINATION DECLARATION

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

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

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

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

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

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

As to Section 287.133, the entity understands that:

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

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

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

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

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

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

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

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

6. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY

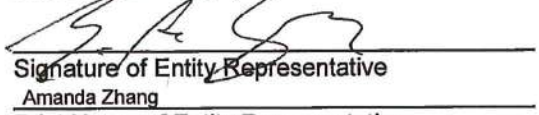
☑ The entity has a current Affirmative Action Plan and/or Procurement Policy as required by Section 2- 8.1.5 of the Code; or

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

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

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

American Airlines, Inc.
Full name of Entity


Signature of Entity Representative

Amanda Zhang
Print Name of Entity Representative

AFFIRMATION

My name is Amanda Zhang and I acknowledge that I have been duly sworn to make this affirmation:

I hereby affirm that I am the Vice President of Corporate Real Estate and that I have full corporate authority to enter into and execute Lease No. _____ with Miami-Dade Aviation Department on behalf of American Airlines, Inc.

Company Name

By: _____ Date: 7/31/2026

Print Name Y. AMANDA ZHANG

Vice President, Corporate Real Estate

Title

STATE OF: Texas

COUNTY OF: Tarrant

SUBSCRIBED AND SWORN TO (or affirmed) before me this 31 day of July, 2026 by Amanda Zhang,

(Authorized Representative)

of American Airlines, who is personally known to me or has produced TX DL as

(Type of Identification)

and who did / did not take an oath.

_____ 132002125.

(Signature of Notary) (Notary Commission Number)

Notary Public – State of Texas Notary Stamp or Seal:

(State)

MARIANA RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 05-06-2027
Notary ID 132002125

APPLICATION & QUESTIONNAIRE

1. Name of Applicant: American Airlines, Inc.

2. Principal Office Address: 1 Skyview Drive; Fort Worth, TX 76155

   Phone: _____ Fax: _____

3. Official Representative: Amanda Zhang

   Title: Vice President, Corporate Real Estate

   Address/Folio Number: 1 Skyview Drive; Fort Worth, TX 76155

   Billing Address: _____

4. a. ☐ Individual ☐ Partnership ☑ Corporation

   If company is a corporation, is applicant a subsidiary? ☒ Yes ☐ No
   If yes, please provide name and address of Parent Corporation:
   American Airlines Group, Inc.

   b. If applicant is a corporation, complete the following:

   When Incorporated: April 11, 1934

   In what State: Delaware

   If not a Florida Corporation, date of registration with Florida Secretary of State along with name and address of Florida Registered Agent:

   July 25, 1983

   Corporation Service Company - 1201 Hays Street; Tallahassee, FL 32301

   c. If Partnership, complete the following:

   Date or Organization: n/a

   General or Limited Partnership: _____

Name and address of each Partner:

Name	General/Limited Partnership	Address
n/a		

(Attach a copy of: Partnership Agreement and if applicable, the certificate evidencing compliance with the Florida Fictitious Name Statute).

5. Bank References:

Bank	Address
n/a	

6. The Department reserves the right to request the financial statements of the corporation, partnership or individual making application for lease or contract. If the corporation or partnership is newly formed for the purpose of this lease or contract and not in business for a period of time greater than one year, the Department reserves the right to request the financial statements of stockholders of the corporation or the partners in a partnership of those holding more than 5% ownership interest in such partnership or corporation. In addition, the Department also reserves the right to review financial statements, or any other material presented to a bonding company for the purpose of obtaining a Performance Bond.

7. The Applicant(s) understands that the information contained in this Application and Questionnaire Form is to be relied upon by the County in its consideration for entering into lease or contract and such information is warranted by the Application(s) to be true. The undersigned agrees to furnish upon request any additional information as may be required by the County.

8. The Applicant(s) understands that the County has the right to verify the information submitted and to seek any additional information relating to the Applicant(s). The discovery of any misrepresentation, which, in the sole opinion of the County, materially affects the qualifications of the Applicant to perform under the lease or contract, without liability shall result in the County's withdrawal of its offer to enter a lease or a contract.

9. The Applicant(s), if a corporation, must be authorized to do business in the State of Florida and must be incorporated under the laws of one of the States of the United States.

10. Please select the airport you are interested in:

☒	Miami International Airport	☐	Opa-locka Airport
☐	Kendall-Tamiami Airport	☐	Homestead Airport

11. Purpose of which applicant intends to use space:

MRO hangar and related activities

12. Specify the amount of space needed (Offices, Warehouses, Ramps, Etc.)

177,000 SF warehouse/offices; 160,000 SF ramp

13. Number of years of experience applicant has had in operation of similar business: 100 years

14. Give the names, locations and dates operation of similar business conducted by applicant in the last 5 years.

Name of Company	Location	Type of Business	Date
American Airlines, Inc.	MIA	MRO	
American Airlines, Inc.	DFW	MRO	
American Airlines, Inc.	JFK	MRO	
American Airlines, Inc.	CLT	MRO	
American Airlines, Inc.	PHL	MRO	

15. Provide an estimate of the construction, operating, and maintenance costs, as well as the funding source: if applicable

n/a

16. **Provide an estimated period of the construction/ renovation process, including development timeframe: if applicable**

n/a

17. **Describe the projected ideas for building, renovations, and development: if applicable**

n/a

18. **How will space contribute to the interest of the community?** Hangar activities keep high-paying Aircraft Maintenance Technician jobs in Miami-Dade County.

19. **Provide names of personnel, developers, contractors, and consultants: if applicable**

n/a

APPLICANT:

Amanda Zhang

Name:

Vice President, Corporate Real Estate

Title:

Signature:

NOTE: **An Officer or Owner(s) must sign all questions or requests for information. If development or construction is complete, please answer the following:**

Attachment B

LEASE AGREEMENT BETWEEN **MIAMI-DADE COUNTY, FLORIDA, THROUGH THE MIAMI-DADE AVIATION DEPARTMENT,** AS LESSOR, AND **AMERICAN AIRLINES, INC.** AS LESSEE, AT MIAMI INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT (this "Agreement" or "Lease") is made and entered into as of the _____day of_____, 2026 (the "Effective Date") by and between **MIAMI-DADE COUNTY,** a political subdivision of the State of Florida ("County"), THROUGH THE **MIAMI-DADE AVIATION DEPARTMENT (MDAD)** ("Lessor" or "MDAD" or "Department"), and **AMERICAN AIRLINES, INC.,** a Delaware Corporation, authorized to do business in the State of Florida ("Lessee"), for premises located at Miami International Airport (the "Airport"). Lessor and Lessee, together, the "Parties".

RECITALS:

WHEREAS, the County acquired from Aero Miami III, LLC certain land and facilities located at the Airport (collectively, the "Acquired Property"), including, without limitation, Hangar 890 consisting of vertical improvements ("Building 890"), an airside aircraft pavement area adjacent to Building 890, and a landside vehicular pavement area adjacent to Building 890, totaling approximately 361,160 square feet (collectively referred to herein as the "Premises").

WHEREAS, the acquisition price for the Acquired Property is Eighty-Five Million Dollars ($85,000,000.00) plus the cost of issuance and debt service associated with the Bonds (the "Acquisition Price"), which is to be funded through a combination of approximately Seventeen Million Two Hundred Thousand Dollars ($17,200,000.00) in set-aside funds ("Set-Aside Funds") and through the issuance of bonds by the County (the "Bonds"); and

WHEREAS, the Parties acknowledge that prior to the execution by the County of this Agreement, (a) the County must obtain all necessary approvals for both this Agreement and the acquisition of the Acquired Property, including receipt of the 707 Certificates from both MDAD's Traffic Engineers and Consulting Engineers determining that the improvements to be constructed meet the requirements of the Trust Agreement, and approval by a Majority-in-Interest of the MAAC Airlines, the Federal Aviation Administration, and the Board of County Commissioners of Miami-Dade County, (b) the County must obtain approval for the use of the aforementioned Set-Aside Funds necessary to fund a portion of the Acquisition Price, (c) the County must issue the Bonds in an amount necessary to cover all or the balance of the Acquisition Price, (d) the County must close on the purchase of the Acquired Property, and (e) any and all leases, subleases and other occupancy agreements encumbering the Acquired Property shall be terminated; and

WHEREAS, immediately following the execution of this Agreement by the County, it shall govern the relationship between the Parties with respect to the Premises, including but not limited to, the Annual Rent for the Premises as set forth in Article 3 of this

Agreement, which was calculated based on the partial cost recovery model under which Lessee pays seventy-two percent (72%) of the total bond-funded debt associated with the County's acquisition of the Acquired Property amortized over a twenty (20) year period.

W I T N E S S E T H:

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, for a term of twenty (20) years (the "Term"), commencing on the Effective Date, and terminating on the twentieth (20th) anniversary of the Effective Date, Hangar 890 consisting of 178,760 square feet of vertical improvements ("Building 890"), the airside aircraft pavement area adjacent to Building 890 totaling approximately 150,862 square feet ("Airside Aircraft Pavement Area") and the landside vehicular pavement area totaling approximately 31,538 square feet ("Landside Vehicular Pavement Area") (collectively referred to herein as the "Premises"), for the purposes and uses set forth in Article 2 ("Use of Premises").

1.02 Premises: The Premises leased herein are more particularly shown on **Exhibits A, B, C** and **P** attached hereto and made a part hereof. Access to the Premises shall be available to Lessee twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, subject to Force Majeure and applicable security requirements under this Agreement.

1.03 Suitability of Premises: Except as otherwise expressly set forth in this Agreement, 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, except as expressly noted in this Agreement. The Lessee's obligation under this Agreement, such as in Article 6.01(G) (Permits and Licenses), to obtain all operating permits required of the Lessee, shall not, subject to Article 5 (Repair and Maintenance by County), require the County to take any action or perform any tasks within the Premises to enable the Lessee 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:

(A) The portion of the Premises constituting, as of the Effective Date, the Landside Vehicular Pavement Area and the Airside Aircraft Pavement Area shall be subject to relocation, in whole or in part, by the Aviation Department of the County ("Department") solely to the extent reasonably necessary to accommodate an Airport capital or development project, upon not less than ninety (90) days' prior written notice to the Lessee with respect to Landside Vehicular Parking, and not less than 180 days prior

written notice with respect to Airside Aircraft Pavement Area, provided however that no relocation of the Airside Aircraft Pavement Area may result in the loss of any aircraft parking position if impairs aircraft access to or from Building 890, as determined via mutual good faith agreement by the parties. Any relocated space shall be available for Lessee's use not less than forty-eight (48) hours prior to any displacement of Lessee from the existing space. If any relocated space is not proximate to Building 890, the County shall, at its sole cost, provide or pay for shuttle service between such relocated space and the Premises and such other services, equipment or accommodations as Lessee reasonably requires to continue its operations at the Premises without material disruption. The Department shall use commercially reasonable efforts to minimize any interference with Lessee's operations in connection with any such relocation. Without limiting the obligation to provide employee transportation, the Department shall use good faith efforts to provide reasonably similar replacement facilities. Notwithstanding the foregoing, with respect to the Airside Aircraft Pavement Area, any replacement facilities shall be in reasonable proximity to Building 890 or Building 3095.

(B) The exhibits to this Agreement shall then be administratively adjusted, in writing, by the Department and the Lessee to reflect such action. In the event of such relocation, the County shall bear all direct costs of the relocation, and the Department shall reimburse Lessee for its reasonable and necessary expenses associated with the relocation, together with the undepreciated capital cost (calculated on a straight-line basis over the useful life of such improvements, not to exceed 15 years) of any improvements funded by Lessee at its own cost, if located on the deleted area (including, without limitation, Betterments and TAC-N improvements) located in the space vacated. There shall be no reimbursement for costs incurred for improvements outside the deleted space. In addition, the rent payable by Lessee for such relocated space shall be consistent with the rate, on a per square foot basis, charged and paid by Lessee for the Premises pursuant to Article 3 of this Agreement, and the rent shall be proportionately adjusted to reflect any change in square footage.

(C) In the event the Lessee has not used all or any material portion of the Airside Aircraft Pavement Area or the Landside Vehicular Pavement Area for its operations for a period of forty-five (45) consecutive days (excluding (i) any period during which such space is unused due to Lessee's HNTB Work, Lessor's Certification Work, Force Majeure or County construction activities, and (ii) any period of non-use that Lessee has notified to the Department in writing in advance and that the Department has approved, such approval not to be unreasonably withheld, conditioned or delayed), the Department may deliver to Lessee written notice of its intent to delete such unused space from the Premises. Lessee shall have forty-five (45) days following receipt of such notice to resume reasonable use of such space, and in the event that all or a material portion of such space is put into good faith reasonable use by the Lessee during such period, the Department shall not modify the Premises with respect to such part. If Lessee does not resume such use within such forty-five (45) day period, the Department may delete such unused space from the Premises, and Articles 1.02 (Premises) and 3.01 (Annual Rental) of and accompanying exhibits to this Agreement shall thereafter be administratively adjusted to reflect such deletion, including a proportional reduction of the Annual Rent.

1.05 Reserved.

1.06 Common Use Aircraft Parking: Aircraft associated with the Lessee's authorized operations under Article 2.01 (Authorized Use of Premises), including aircraft undergoing maintenance, repair or overhaul and other aircraft consistent with the Lessee's authorized uses, shall be entitled to use aircraft parking position(s) at the Airport, outside of the Premises, as designated from time to time by the Department, for such time periods and at such use fees as may be established from time to time by the Department, provided that any such use fees shall be reasonable and non-discriminatory and consistent with the fees and charges applicable to similarly situated tenants at the Airport. It shall be the responsibility of the Lessee to request use and assignment of each parking position in advance to secure approval of such aircraft parking from the Department, in accordance with procedures established from time to time by the Department, and to pay the established rates and fees required for such use and assignment. The Department shall make reasonable efforts to assign such aircraft parking position(s) most convenient to the Premises leased by the Lessee hereunder, subject to availability and within the assignment procedures established by the Department; provided, however the County shall have no liability to the Lessee if such parking position is not available for such assignment. For the avoidance of doubt, the use fees described in this Article 1.06 apply solely to aircraft parking positions located at the Airport outside of the Premises, and Lessee shall not be charged any use fee, rent or other charge for the parking of aircraft on the Premises other than the rent set forth in Article 3.

1.07. FAA Compliance.

(A) The Parties intend that this Agreement be administered in a manner consistent with the Airport's federal airport grant assurance obligations. If a provision of this Agreement is challenged before the Federal Aviation Administration ("FAA") and MDAD has made commercially reasonable efforts to defend a challenged provision to the FAA (including timely presenting reasonable arguments and information), the FAA issues a formal written determination that application of the challenged provision is inconsistent with such grant assurance obligations or otherwise with any applicable law (an "FAA Determination"), and MDAD after good-faith consideration of Lessee's views elects not to seek further administrative or judicial review of that FAA Determination, there shall then begin a cooperative period between the Parties. The cooperative period shall commence on the date MDAD provides Lessee written notice of MDAD's election not to seek further administrative or judicial review and shall expire thirty (30) days thereafter (the "Cooperative Period"), and during such Cooperative Period, the Parties shall work together in good faith to interpret and, if necessary, amend the challenged provision(s) to the minimum extent necessary (and to the extent required by the FAA Determination) to achieve compliance while preserving as closely as possible the original economic bargain and all unrelated terms of this Agreement. The Parties shall use commercially reasonable efforts to complete any such interpretation or amendment within the Cooperative Period.

(B) If the Parties are unable to complete an interpretation or amendment within the Cooperative Period, then MDAD shall, no later than forty-five (45) days after commencement of the Cooperative Period, deliver to Lessee for its consideration a written

proposal, with reasonable supporting information, for the necessary revisions to the Agreement that, in MDAD's good-faith judgment, achieves compliance with the FAA Determination while preserving as closely as possible the original economic bargain and all unrelated terms of this Agreement; provided that MDAD's proposal shall offer terms no less favorable to Lessee than MDAD offers similarly situated tenants at MDAD's other similarly situated facilities. MDAD's proposal shall remain open for acceptance through seventy-five (75) days after commencement of the Cooperative Period ("Negotiation Deadline"), and Lessee shall have until no later than the expiration of the Negotiation Deadline to accept MDAD's proposal or any other mutually agreed resolution. If no agreement is reached by the Negotiation Deadline, as evidenced by a written instrument acceptable to MDAD being executed by Lessee, then this Agreement shall automatically be deemed terminated in its entirety one hundred eighty (180) days following the expiration of the Negotiation Deadline without the need for written notice being issued by either party. Lessee shall vacate the Premises on or before expiration of said 180-day period.

(C) Pending either an agreement or termination (as the case may be) under this clause, the Parties shall continue to perform in accordance with this Agreement consistent with the Parties' established course of performance prior to the FAA Determination, and such performance shall not constitute a default or a waiver of the Parties' respective rights.

1.08 Workforce Development Commitment.

(A) Lessee shall use commercially reasonable efforts, consistent with its operational needs, business practices and existing corporate community engagement programs, to continue supporting and fostering workforce development initiatives in South Florida related to aviation, transportation and related industries (the "Workforce Development Activities"). Lessee may satisfy its obligations under this Article 1.08, in whole or in part, by causing an Affiliate (as defined below) of Lessee to undertake any Workforce Development Activities on Lessee's behalf, and any such activities undertaken by such Affiliate shall be deemed to satisfy Lessee's obligations under this Article 1.08 to the same extent as if undertaken directly by Lessee.

(B) Permitted Activities. Workforce Development Activities may include, without limitation, one or more of the following, as determined by Lessee in its sole discretion:

i. Establishing or maintaining partnerships or collaborative relationships with educational institutions, vocational programs or workforce organizations in South Florida, including, by way of example only, George T. Baker Aviation Technical College, Florida Memorial University, and other similar institutions or organizations;
ii. Participating in mentorship programs, career panels, mock interviews, job-shadowing opportunities or informational sessions at local schools, community organizations or workforce boards to educate students and community members regarding careers in aviation and related fields;

iii. Offering internships, externships, apprenticeships or training opportunities, whether paid or unpaid, subject to availability, legal requirements and Lessee's internal policies; and

iv. Supporting outreach efforts, curriculum development, scholarships, equipment donations, or other educational initiatives, whether directly or through third-party partners.

(C) No Default; No Remedies. Lessee's participation in Workforce Development Activities is intended as a statement of good-faith community engagement. Failure to undertake any particular activity or achieve any particular outcome shall not constitute a default or event of default under this Agreement, nor give rise to any right of termination, damages or other remedies. This Article 1.08 is for the sole benefit of the Parties hereto and does not create any rights or expectations in favor of any educational institution, student, employee, applicant or other third party.

(D) Flexibility of Participation. Lessee may satisfy its obligations under this Article 1.08 through a combination of direct participation, sponsorship, virtual engagement, or collaboration with Affiliates and/or third parties, and may modify, suspend, or substitute Workforce Development Activities from time to time based on business conditions, resource availability or operational considerations. Lessee's obligations with respect to Workforce Development Activities shall be limited to actions that Lessee determines, in its sole discretion, can be undertaken without the expenditure of material time, financial resources, or personnel and without unreasonable legal risk. Lessee shall not be required to create new programs, dedicate full-time staff, incur material out-of-pocket costs, or divert resources from its core airline operations in order to comply with this Article 1.08.

1.09 Future MRO Development:

(A) Premises Development.

The County and the Lessee shall engage in good faith dialogue about the construction of maintenance, repair and overhaul ("MRO") facilities to replace, in whole or in part, the improvements and facilities currently located on the Premises and on the unencumbered land located immediately adjacent and north of the Premises as shown in the exhibit attached as **Exhibit 03** ("Adjacent Site"), with such improvements and facilities to be consistent with the then-current MRO plan. The current MRO plan as of the Effective Date is attached hereto as **Exhibit 01** and may be amended, updated, revised or replaced from time to time by Lessor in accordance with the Airport Layout Plan (the "MRO Plan"); provided, however, that Lessor shall provide Lessee reasonable prior written notice of, and shall meet and discuss in good faith with Lessee, any amendment, update, revision or replacement of the MRO Plan before it is adopted. No amendment of the MRO Plan shall terminate or eliminate Lessee's right of first refusal under Article 1.09(B), which shall continue to apply to the Adjacent Site as so amended.

The County shall not commence discussions or negotiate with, or make any proposals to, any third party regarding potential development or redevelopment of the Premises any earlier than the fifteenth (15th) anniversary of the Effective Date. If, during

such fifteen (15)-year period, the County receives any unsolicited proposal, offer or expression of interest from any party other than Lessee regarding development or redevelopment of the Premises, the County shall decline to entertain, evaluate or respond substantively to such proposal, offer or expression of interest, other than to acknowledge receipt and confirm that the Premises is not available for development or redevelopment. Nothing herein shall preclude the County from developing conceptual uses, preliminary site plans, phasing studies, usage analyses, or any similar planning activities related to the Premises during the Term, including through the use of third-party consultant contracts for or related to aviation planning or airport planning; provided, however, that such planning activities and any materials produced in connection therewith shall not form the basis for, or be used in furtherance of, any proposal, negotiation or agreement with a third party regarding development or redevelopment of the Premises prior to the fifteenth (15th) anniversary of the Effective Date. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall there be any physical activities such as site work, construction, excavation or the like for the development or redevelopment of all or any portion of the Premises prior to the expiration of the Term without Lessee's prior written consent. Notwithstanding anything else herein to the contrary, nothing in this section shall preclude any County elected official, or any individual who directly reports to any County elected official, from receiving any proposal related to the Premises or the Adjacent Site. The Parties acknowledge no such proposal shall be evaluated, negotiated or responded to substantively by the County prior to the fifteenth (15th) anniversary of the Effective Date. If the Department becomes aware of any such proposal, the Department shall advise the proposing party that the Premises is not available for development or redevelopment prior to such date.

(B) Adjacent Site Development.

i. Lessee shall have a right of first refusal to develop all or a portion of the Adjacent Site in accordance with the MRO Plan for a facility having five hangars divided among three separate sites sufficient for each hangar to fit Group V aircraft ("**New Hangar Development**"), exercisable at any time the County proposes, considers or intends to pursue development of all or any portion of the Adjacent Site with any party other than Lessee, including self-performance of the development by the County using architects and/or licensed contractors selected by and under contract with the County. The right of first refusal shall be exercised in accordance with this Article 1.09(B).

ii. During the Term of this Agreement, the County shall consider in good faith any written proposals made by Lessee with respect to Lessee's construction of all or a portion of the New Hangar Development on the Adjacent Site. The County shall engage in good faith discussions with Lessee regarding Lessee's proposal, if any, about construction of the New Hangar Development on the Adjacent Site prior to entering into any contract or agreement with any third party for the design or construction of the same, including any construction contracts between the County and a third party for the County to directly manage the development of the Adjacent Site. Notwithstanding the foregoing, ongoing discussions with the Lessee shall

not preclude the County from entering into discussions or negotiations with any third party or undertaking its own planning and procurement activities for self-performed development of the New Hangar Development. If the County proposes, considers or intends to pursue development of all or any portion of the Adjacent Site directly by the Department or with any party other than Lessee for the New Hangar Development or any part thereof, the County shall provide Lessee with written notice of the material terms of such proposed development (which proposed development may include a TAC-R process) ("ROFR Terms"), and Lessee shall have one-hundred eighty (180) days following receipt of such notice to (i) elect, in writing, to develop the applicable portion of the Adjacent Site with the New Hangar Development on such same ROFR Terms set forth in the written notice or (ii) decline to elect the same. If Lessee elects to develop on the ROFR Terms, the Parties shall proceed in good faith to execute a development agreement within twelve (12) months following such election, and the County shall not enter into any agreement with a third party for the development of such portion of the Adjacent Site during such period. In the event Lessee has not affirmatively agreed to enter into the contract on the same ROFR Terms within one hundred and eighty (180) days of the County's notice or has failed to altogether respond to the County within such 180-day period, Lessee's right of first refusal to develop such portion of the Adjacent Site shall terminate without further action of the Lessor solely with respect to such portion of the Adjacent Site that is within the scope of the ROFR Terms and solely with respect to the specific offer described in the County's notice, and Lessor shall be entitled to enter into such contract with such third party on the ROFR Terms, subject to Articles 1.09(B)(iii) and (iv). For the avoidance of doubt, Lessee's election not to proceed with, or failure to respond to, any particular offer shall not constitute a waiver of Lessee's right of first refusal with respect to any other or subsequent offer.

iii. If the County does not execute a binding agreement with such third party on the ROFR Terms within twelve (12) months following expiration of Lessee's election period, if the terms of any such third-party agreement differ materially from the ROFR Terms in a manner more favorable to the third party, or if any such third-party agreement is terminated prior to the commencement of construction, the County shall be required to re-offer the development opportunity to Lessee in accordance with the right of first refusal procedures set forth in this Article 1.09(B) before proceeding with any other third party. During the Term of this Agreement, the County shall not enter into any contracts for the New Hangar Development without first providing Lessee the one-hundred eighty (180)-day election time period set forth above.

iv. Lessee's right of first refusal under this Article 1.09(B) shall remain in effect with respect to the portion of the Adjacent Site, if any, not included in such third party agreement or, for self-performed work, not included in the County's plans and contract for design and construction of all or a portion of

the New Hangar Development. Lessee's right of first refusal under this Article 1.09(B) shall also be reinstated with respect to the undeveloped portion of the Adjacent Site upon the occurrence of any of the events in Article 1.09(B)(iii) above, or if construction of the New Hangar Development has not commenced within thirty six (36) months following execution of any third-party development agreement or, for self-performed work, following the County's notice under Article 1.09(B)(ii), and subject to any extensions due to Force Majeure events. For purposes of this section, construction shall have been deemed to have commenced upon both (a) issuance of the appropriate building permit for construction of a hangar comprising the New Hangar Development, permit for demolition of any existing building, or permit for grading or utility work, and (b) commencement of physical site work contemplated in such permit.

v. If a party other than Lessee undertakes the development of all or a portion of the Adjacent Site during the Term, MDAD shall use commercially reasonable efforts to not impact Lessee's leasehold nor operations during the redevelopment activities for the Adjacent Site and shall coordinate with Lessee, at no additional cost to Lessee, so as not to have any adverse impacts on Lessee's operations at the Premises and leasehold. MDAD shall provide Lessee not less than sixty (60) days' prior written notice of the commencement of any development activities on the Adjacent Site, which notice shall include a general description of the anticipated scope, schedule and any known impacts to Lessee's access or parking. Any development on the Adjacent Site undertaken pursuant to this Article 1.09(B) shall be closely coordinated with Lessee. If any third-party development on the Adjacent Site adversely and materially impacts Lessee's then-current employee parking location, the County shall provide Lessee with substitute parking of comparable size and utility to the Premises at no additional cost to Lessee, such substitute parking to be available not less than forty-eight (48) hours prior to any displacement of Lessee's existing parking; and if such substitute parking is not proximate to the Premises, the County shall provide or pay for shuttle service between such substitute parking and the Premises. If any third-party development on the Adjacent Site otherwise materially, adversely and physically impacts Lessee's leasehold or operations at the Premises, such that Lessee is required to incur additional costs to directly address such impacts, the Lessee shall advise the Lessor of such additional costs as soon as reasonably practicable after Lessee determines such additional costs are necessary, not to exceed 30 days thereafter. Lessor and Lessee shall meet and confer within fifteen (15) days of Lessor's receipt of such notice to determine how Lessor can reimburse, directly incur or offset such additional costs ("Lessor Redress") so as to make the third-party development of the Adjacent Site cost-neutral to the Lessee, and said determination as to Lessor Redress shall be reduced to writing and executed by Lessor and Lessee within thirty (30) days of such meeting. Examples of Lessee's costs subject to Lessor Redress include, without limitation, costs akin to the provision of shuttle buses to transport Lessee's employees to and from a temporary parking location that is not proximate to the Premises, additional cleaning or ventilation devices necessitated by the dust from adjacent redevelopment activities, or the installation or purchase of noise abatement devices or improvements necessitated by the noise from adjacent redevelopment activities. In addition, if any development activities render a material portion of the Premises unusable for Lessee's

authorized operations for a period in excess of forty-eight (48) consecutive hours, Lessee shall be entitled to a proportional abatement of Monthly Rent for the affected area until such area is restored to a usable condition. Any dispute regarding cost-neutrality, coordination or the amount of rental credits or compensation under this Article 1.09(B) shall be resolved pursuant to the dispute resolution procedures set forth in Article 8.16 (Dispute Resolution).

(C) In the event of early termination of this Agreement for any reason other than a default by Lessee that has not been cured within the applicable notice and cure periods in accordance with Article 13 of this Agreement, any reimbursements owed to Lessee under this Agreement that remain unpaid as of the date of termination shall be applied as a credit against rents due from Lessee to MDAD at Lessee's other leasehold premises at the Airport, until such credits are fully applied.

1.10 Ongoing Cooperation. Within thirty (30) days from the Effective Date, the Parties will schedule partnership meetings to discuss campus-wide needs at the Airport for consolidation and redevelopment to address growth projections in addition to all outstanding leases and matters.

ARTICLE 2
Use of Premises

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

(A) Major and minor maintenance, repair, storage and overhaul of aircraft, aircraft engines, aircraft components, ground support equipment and other aviation related equipment; the staging, parking, loading and unloading of aircraft as incident to MRO activities, servicing, fueling, towing and, following receipt of all necessary approvals by the authorities having jurisdiction, washing of aircraft; executive, administrative, accounting and operational offices and training functions associated with airline operations; customer service and employee parking; with prior seven (7) days' advance written notice (or such longer period as reasonably required to obtain any permits required by the authorities having jurisdiction) to, and written consent of, the Department, the hosting of corporate, community, charitable and promotional events and gatherings (provided that internal gatherings of Lessee employees that are not open to the public and do not require Special Events permits or other permits shall require only reasonable prior written notice (which may be given by email) to the Department); and ancillary uses customarily incidental to the foregoing MRO operations that are permitted by applicable law and subject to the aforementioned permit requirements. Notwithstanding anything herein to the contrary, Lessee shall provide notice for specific uses as may be required by the Miami-Dade County Code, as same may be amended from time to time, or by any written MDAD Operation Directive or Standard Operating Procedure, as may be amended from time to time, in each case of which Lessee has been given reasonable prior written notice.

(B) Airside Aircraft Pavement Area immediately adjacent to the Premises, may be used for the following purposes only:

I. Staging of aircraft undergoing maintenance under Article 2.01(A)
II. Parking of operable aircraft service equipment of the Lessee related to its maintenance activities under Article 2.01(A).

(C) Parking for Affiliates, employees, vendors, contractors and invitees of the Lessee, whose Airport issued identification badges have been encoded to allow such use. Lessee understands and agrees that the parking areas within the Premises are only for the use by Lessee and its Affiliates, employees, vendors, contractors and invitees and under no circumstances is Lessee permitted to sublease, license or otherwise sell the parking spaces to any other parties or entities, subject to Article 10 (Assignment and Subletting).

The Lessee shall not permit its activities to interfere with designated service roads or lanes or emergency vehicle lanes so as to interfere with the activities of MDAD or others.

2.02 Reserved.

2.03 Employee Parking: Parking for Affiliates, employees, vendors, contractors and invitees of the Lessee, whose Airport issued identification badges have been encoded to allow such use, shall only be permitted within the areas designated for such use.

2.04 Other Vehicular Parking:

(A) Lessee shall be entitled to use the common use public parking areas adjacent to or in the vicinity of Building 890 in the area identified in **Exhibit 04** only by vendors, contractors, invitees and business guests of the Lessee in common with other lessees of nearby buildings. Lessee understands and agrees that the common use public parking shown in **Exhibit 04** is overflow parking that shall be used by Lessee only once the parking areas within its Premises are fully occupied by vehicles.

(B) Vehicles of the Lessee which are not required for day-to-day operations of the Lessee, or which are not operable, shall not be parked at, in or near Building 890 in which the Premises are located nor elsewhere on the Airport.

(C) Parking of any type (i.e., employee, public or business guest, trucks, etc.) on any landscaped or grassed area is prohibited.

2.05 Reserved.

2.06 Non-Flyable Aircraft: Aircraft in non-flyable condition shall not be parked or stored on the leased Premises for periods that exceed sixty (60) days without the prior written approval of the Department.

2.07 Hangar Usage: Lessee shall, during the Term, maintain a Miami Employment Base (measured as a rolling twelve-month average) that is fifty percent (50%) or

greater than the Baseline Employment Level ("Hangar Usage"). The "Baseline Employment Level" shall be seventy-four (74), consisting of Line Maintenance- Aircraft Maintenance Technician (AMT) Fifty-five (55), Line Maintenance- Maintenance Support Staff (MSS) three (3), Stock Clerks one (1), Inspectors three (3), IT four (4), and accounting eight (8), which number represents the average number of full-time equivalent employees ("FTEs") employed by Lessee on the Premises during calendar year 2025 (the baseline year for Hangar Usage). The job-category breakdown above is for informational purposes only, and compliance shall be measured solely against the aggregate Baseline Employment Level. An FTE job shall mean a job position or a combination of job positions where an employee or a combination of such employees are aggregated on an FTE-equivalent basis in accordance with Lessee's standard internal practices. "Miami Employment Base" means the average number of FTEs employed by Lessee or its Affiliates in the job categories included in the Baseline Employment Level who are assigned to, or support, Lessee's operations at the Premises. Compliance with this Article 2.07 shall be determined based on a rolling twelve (12)-month average of the Miami Employment Base, and not based on headcount at any single point in time. If, in any calendar year during the Term, the Miami Employment Base (measured as a rolling twelve-month average) is less than fifty percent (50%) of the Baseline Employment Level, MDAD shall have the right to terminate this Agreement for cause pursuant to this Article 2.07, notwithstanding Article 13.03 (Other Defaults), provided, however, that MDAD shall first provide Lessee with written notice setting forth, in reasonable detail, MDAD's calculation of Hangar Usage and the basis for the proposed termination, and provided further that:

(A) Lessee shall have a period of six (6) months following written notice to cure such deficiency. Whether the deficiency has been cured by the end of such cure period shall be determined based on a rolling six (6)-month average of the Miami Employment Base measured during the cure period. During such cure period, Lessee shall not be deemed in default of this Agreement and MDAD shall have no right to exercise any remedies under this Agreement on account of such deficiency. Lessee may cure such deficiency through rehiring, reassignment, attrition management, operational adjustments, or other commercially reasonable actions determined by Lessee in its business judgment. Lessee shall have no obligation to produce employment data, except to the extent Lessee elects, in its sole discretion, to provide information in response to a specific written request from MDAD;

(B) any period in which Hangar Usage is reduced due to Force Majeure events, conditions outside of Lessee's reasonable control, including without limitation the condition of the facility, any required periods that are needed for repairs or partial shutdowns, and any period during which the Premises or any portion thereof is unusable or subject to reduced operations as a result of the capital maintenance, recertification, or repair work described in Article 4.11 (Lessee's HNTB Work) or the County's failure to perform its obligations under this Agreement, are excluded from the calculation of Hangar Usage. In addition, reductions in the Miami Employment Base attributable to any of the following shall be excluded from the calculation of Hangar Usage: (i) industry-wide or

airline-specific economic downturns, restructurings, bankruptcies, mergers, acquisitions, or changes in fleet composition or route networks; (ii) company-wide restructurings, acquisitions, dispositions, integrations, divestitures, or similar transactions not exclusive to the Airport; (iii) changes required by or undertaken to comply with collective bargaining agreements or other agreements to which Lessee or an Affiliate is a party; (iv) temporary furloughs, voluntary separations, leaves of absence, seasonal staffing adjustments, or reductions where employees are reasonably expected to be recalled or replaced; (v) temporary or de minimis fluctuations, including reductions resulting from ordinary-course hiring and onboarding cycles, attrition and replacement timing, or similar administrative or operational factors; (vi) automation, technological innovation, outsourcing, or efficiency measures implemented in the ordinary course of Lessee's business; (vii) reductions required to comply with applicable law, regulation, safety directives, or governmental authority; and (viii) other similar operational or business-driven changes not exclusive to the Airport or undertaken in the ordinary course of Lessee's airline operations;

(C) In the event of termination of this Agreement pursuant to this Article 2.07, the remaining unpaid capital costs of the County's acquisition of the Premises shall be repaid by Lessee in accordance with the original twenty (20) year amortization schedule referenced in Article 3.01 (Annual Rental), without any acceleration, prepayment penalty, or premium, and net of any credits, reimbursements, or other amounts then owed to Lessee under this Agreement;

(D) Any dispute regarding the calculation of Hangar Usage or MDAD's exercise of its termination right under this Article 2.07 shall be submitted to the dispute resolution procedures set forth in Article 8.16 (Dispute Resolution) prior to the effectiveness of any such termination. Notwithstanding anything in this Agreement to the contrary, any non-compliance with this Article 2.07 shall not, in itself, constitute a default or event of default under this Agreement, shall not give rise to monetary damages, penalties, rent acceleration, or injunctive relief, and shall not permit MDAD to interfere with Lessee's operations or impose operational mandates. Termination pursuant to this Article 2.07 shall be MDAD's sole and exclusive remedy for non-compliance with this Article 2.07; and

(E) Nothing in this Article 2.07 is intended to amend, supersede, or conflict with any collective bargaining agreements, other labor-related agreements to which Lessee is a party, or applicable law. In the event of any conflict between this Article 2.07 and any such agreement or applicable law, such agreement or law shall control.

2.08 Prohibited Activities on the Airside Aircraft Pavement Area: While the ramp space area as shown in the exhibit attached as **Exhibit "P"** ("Airside Aircraft Pavement") is being used as aircraft parking, the following activities are prohibited on said Airside Aircraft Pavement:

(A) Doping, welding, torching, stripping, soldering, aircraft demolition, and spray painting without the proper regulatory permits are prohibited. If Lessee obtains permits for any such activities, Lessee shall provide the Department with copies of all applicable permits and related documentation prior to commencing such activities. Notwithstanding the foregoing, Lessee may seek permits for any use of the Airside Aircraft Pavement that is consistent with this Agreement, and Lessee shall provide concurrent written notice to MDAD at any time it submits an application for such a permit. Fuel transfer shall be allowed solely as incidental to MRO activities or otherwise in accordance with approved Airport fueling procedures, in compliance with Chapter 25 of the County Code and any other applicable MDAD operational directives applicable to the airfield, as the same may be amended from time to time. The County does not represent that the Premises in its existing condition meets the requirements for fueling, de-fueling or fuel transfer; in the event Lessee wishes to engage in such activities, Lessee shall, at its sole cost and expense, design and construct any necessary modifications to the Premises for such uses, except to the extent such modifications are included in Lessee's HNTB Work or Lessor's Certification Work, or are required for the Premises to be used as an MRO hangar facility under Article 2.01.

(B) Equipment in non-serviceable condition shall not be parked or stored on the Premises for a period in excess of fifteen (15) days without the prior written approval of MDAD; provided, however, the foregoing fifteen (15) day period shall not commence (and shall be reset) during any period in which Lessee is performing maintenance and/or repair on such equipment. All truck servicing shall be in strict accordance with all applicable Federal, State and County laws, statutes, ordinance, rules and regulations.

(C) Storing fuel or chemical tanks, pallets, debris, FOD materials or derelict equipment unless such storage is in the ordinary course of Lessee's business and in accordance with any applicable laws.

(D) Parking any non-Lessee equipment or office trailers.

(E) Mechanical maintenance of any GSE or motorized vehicles.

ARTICLE 3
Rentals and Payments

3.01 Annual Rental: As annual rental for the lease of the Premises ("Annual Rent"), the Lessee shall pay to the County in U.S. funds in twelve equal monthly installments ("Monthly Rent"), commencing on the Effective Date, as further described below, on the first day of each and every month in advance and without billing, at the offices

of the Miami-Dade Aviation Department as set forth in Article 3.07 ("Methods of Payments"). These figures are exclusive of and subject to applicable State sales tax, and exclusive of utilities. No other additional rent shall be payable with respect to the Premises. The rent per year shall be as shown on **Exhibit 05**. Per square foot rates in the table attached as **Exhibit 05** vary each year to account for projected increases in land rent, airside pavement and vehicular pavement. The annual and monthly rates shall remain fixed throughout the duration of the Term. No later than one (1) year prior to the expiration of the Term, the Parties shall meet to negotiate in good faith a new mutually agreeable rental structure for any continued occupancy following the Term. In the event that the County and Lessee have not executed a replacement lease as of the date of expiration of the Term of this Agreement, and Lessee continues to occupy the Premises, holdover rent shall be applied as per Article 3.06 below.

3.02 Opportunity Fee: In the event that Lessee provides: (a) aircraft maintenance services to other airlines, or to aircraft not owned or leased by Lessee or any Affiliate (defined below), the Lessee shall pay to the County three percent (3%) of the monthly Gross Revenues (as defined below) derived from such services; and (b) ground services equipment ("GSE") services to other airlines, or to equipment not owned or leased by Lessee or any Affiliate, the Lessee shall pay to the County seven percent (7%) of the monthly Gross Revenues derived from such services. The Lessee shall pay such amount to the County by the tenth (10th) day of the month following the month in which the Gross Revenues were received or accrued. The percentage fees payable on any unreported Gross Revenues, determined by the annual audit required pursuant to Article 3.15 (Annual Audit Required) are considered for the purposes of Article 3.08 (Late Payment Charge), as having been due on the tenth (10th) day of the month following the month during which such unreported Gross Revenues were received or accrued. Such Opportunity Fee is not a payment for the lease or license to use the Premises, but rather payment for the Lessee's privilege of doing business with third parties on the Airport. Notwithstanding the foregoing, no Opportunity Fee shall be payable with respect to any services provided by Lessee or by any Affiliate to itself (Lessee) or to any Affiliate. For the avoidance of doubt, the 7% fee applied to GSE services shall not apply to MRO services provided, which shall be billed instead at 3%; the 3% fee applied to MRO shall not apply to GSE services billed at 7%.

3.03 Security Deposit: Upon execution of this Agreement by Lessor, the Lessee shall pay to the County an amount equal to **one (1) month's** 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 ("Security Deposit"). Said deposit shall be in addition to any rental payments required hereunder, and MDAD shall be entitled to apply the Security Deposit to any debt of the Lessee to MDAD arising under this Agreement that remains unpaid after the applicable notice and cure periods set forth in Article 13.01 (Payment Defaults) have expired, including but not limited to the rentals required hereunder. In lieu of the Security Deposit being made in cash, the Lessee may, at its option, provide an irrevocable standby letter of credit from a nationally recognized financial institution rated at least "A-" by a nationally recognized rating agency, in a form reasonably acceptable to MDAD, in like amount. MDAD shall have the right to demand an increase in the Security Deposit of up to an additional two (2) months' rental to provide MDAD with adequate assurance of the Lessee's payment of its obligations, only if the

Lessee has been determined to be a habitual violator pursuant to Article 13.04 (Habitual Default) on account of defaults in the timely payment of rents, fees and charges due hereunder, and any such increased Security Deposit shall be due within thirty (30) days following Lessee's receipt of written notice from MDAD demanding same. The increased Security Deposit shall be returned to Lessee (or the letter of credit reduced accordingly) if Lessee makes all rental payments timely and when due, without default for twelve (12) consecutive months following the date on which such increased Security Deposit was posted. Upon the expiration or earlier termination of this Agreement, MDAD shall return the Security Deposit (or the unused portion thereof), without interest, to Lessee within sixty (60) days after Lessee surrenders the Premises, less any amounts then due and unpaid.

3.04 Reserved.

3.05 Reserved.

3.06 Holdover: 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 thirty (30) days after the County has demanded the return of the Premises in writing, the Lessee shall be liable for the fair market rent for the Premises as determined by an MAI appraiser retained by the County, which shall be recalculated on each subsequent one year anniversary of the holdover tenancy, in the event Lessee remains in possession at such time.

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 Agreement, within ten (10) days after the same is due and owing, 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 Agreement, refers to the total amount of money or other consideration charged for and actually received by the Lessee for (a) all services rendered at the Premises, (b) all sales made at the Premises, or (c) all transactions engaged in at the Premises under the authority of this 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 Agreement. The following shall apply to the definition of "Gross Revenues":

(A) 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 Agreement or as facilitated by this 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 3% or 7% Opportunity Fee, as applicable, or any portion thereof, payable by the Lessee to MDAD under Article 3.02 above; and

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 3% or 7% Opportunity Fee, as applicable, on any uncollected charges to Lessee's customers.

(B) 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 in its reasonable discretion that the amount or consideration charged by the Lessee does not reflect the reasonable market value of the services provided by the Lessee, MDAD shall have the right to impute a value for Lessee's services under this Agreement and recover from the Lessee the 3% or 7% Opportunity Fee, as applicable, of such imputed value.

3.11 Exclusion from Gross Revenues:

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

(B) Sales refunds.

(C) Revenues received from any Affiliate of the Lessee.

(D) Revenues or proceeds from services performed on the Premises by a vendor, supplier or contractor on behalf of Lessee or its Affiliates, where such services are procured by and for the sole benefit of Lessee or its Affiliates in connection with Lessee's operations at the Airport (including, without limitation, ground support equipment maintenance), and are not provided to or for the benefit of third parties.

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, limited to a retroactive period that is reasonable under the circumstances and no greater than the retroactive period used by the County for all similarly situated tenants. 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; provided, that if any utility is cut off or discontinued due to the willful misconduct or negligence of the County or MDAD, and such interruption prevents Lessee from using any portion of the Premises for more than twenty-four (24) hours, the Monthly Rent payable shall be proportionately abated on a per diem basis based on the area of the Premises Lessee cannot use on account of such utility interruption until Lessee is able to resume business operations. At the request of Lessee, Lessor shall provide Lessee its survey methodology, and Lessee may review and contest any survey in good faith; notwithstanding, Lessee shall pay any utility bill issued to Lessee by Lessor irrespective of any pending contest.

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. The Lessee acknowledges that firms providing services to Lessee at the Premises shall owe a 7% fee of their gross revenues to the County pursuant to the permits authorizing the provision of such services, and that such fee shall apply to any entity billing Lessee for services at the site or otherwise generating revenue on the Premises, except that bills or revenues generated on the Premises by (i) Lessee, an Affiliate, or any entity that controls, is controlled by or is under common control with Lessee, or (ii) any contractor or consultant to the extent performing Lessee's HNTB Work, Lessor's Certification Work or other TAC-R work, shall not be subject to such fee.

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 Opportunity Fees payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Agreement; provided, however, that Lessee may request the Department to review all or a portion of such items at a location outside of the county, in which case Lessee shall pay the Department all costs associated with travel, lodging and meals of the Department's personnel and auditors to review the documents at such location. All Gross Revenues hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the County's Department of Audit and Management Services, or auditors of the State of Florida). Recommendations for changes, additions, or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Lessee when requested by the Department. 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 (60) days of each anniversary of the Effective Date of this Agreement and within sixty (60) days following termination of this Agreement, the Lessee shall, at its sole cost and expense, provide to the 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 Opportunity Fees paid to the County under this Agreement for such year (or portion thereof), prepared in accordance with the comprehensive basis of accounting defined under terms of this Agreement and reported in the format 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. Notwithstanding the foregoing, the annual audit requirement set forth in this Article 3.15 shall not apply with respect to any fiscal year in which Lessee's Gross Revenues at the Premises are less than Two Hundred Fifty Thousand Dollars ($250,000).

3.16 Monthly Report of Gross Revenues: For each month in which Lessee provides services that are subject to the Opportunity Fee in Article 3.02, on or before the twentieth (20th) day following the end of each calendar month throughout the Term of this

Agreement, the Lessee shall furnish to the Department a statement of monthly Gross Revenues for the service provided by Lessee for the preceding calendar month and certify as to the accuracy of such Gross Revenues in the form prescribed by the Department. In the event there are no Gross Revenues, a monthly report will be submitted stating such.

3.17 Right to Inspect: The Department and the auditors of the County shall have the right, without limitation, to enter upon the Premises at any time during normal operating hours of the Lessee to: (1) inspect, review, verify and check all or any portion(s) of the Lessee's procedures for recording or compiling Gross Revenue information by day or month; and (2) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of State sales tax returns, and work papers relating to the Lessee's operations at the Premises, and other pertinent information as may be determined to be needed or desirable by the Department. The Department shall not be entitled to inspect, review, copy, receive or retain any information designated by Lessee as (i) subject to the attorney-client privilege, the work-product doctrine or any other legal privilege ("Privileged Information"), or (ii) a trade secret, as defined in Section 688.002(4), Florida Statutes ("Trade Secrets"). No invoices received by, bills submitted by, or payments to and from Lessee shall constitute Trade Secrets or confidential. Lessee shall not be required to designate Privileged Information or Trade Secrets in advance of, or other than in response to, a specific Department request. Lessee may determine whether requested information constitutes Privileged Information or a Trade Secret at the time of the Department's request for that information, and shall so advise the Department in writing. The Department may inspect and review information that Lessee identifies as confidential or proprietary, but which is not Privileged Information or a Trade Secret ("Confidential Information"), provided the Department keeps such information confidential except as required to comply with Chapter 119, Florida Statutes. Subject to the requirements of Chapter 119, the Department shall limit access to Confidential Information to its personnel and auditors who need such access for the purposes of this Article 3.17, and shall not use it for any other purpose. Lessee may mark Confidential Information at the time of production and shall not be required to designate it in advance.

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 stored temporarily and disposed of 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 ("Repair and Maintenance by County"). Such repair and maintenance shall include, but not be limited to, interior painting, floor coverings, doors, windows, pavement (landside and/or airside), dock levelers, protection bumpers attached to building, 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 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, such consent not to be unreasonably withheld, conditioned or delayed; provided, that Lessee may access the roof without such prior consent in the event of an emergency threatening life, safety or property, so long as Lessee provides the Department with notice of such access as promptly as reasonably practicable thereafter. In the event Lessee violates this covenant, and only to the extent such violation directly and proximately causes damage to the roof and/or to the property of the Lessee or the property of others at the Airport caused by rain or other hazard in any way related to the roof, the County shall not be responsible for such damage and Lessee shall instead be responsible for all such damage and repairs; provided, however, that nothing in this Article 4.04 shall relieve the County of its roof maintenance obligations under Article 5.01 ("County Maintenance") or affect the County's responsibility for damage arising from the County's own negligence or willful misconduct or from the County's failure to perform such maintenance obligations.

4.05 Inspections: The Department and/or its designated representatives shall have the right, upon not less than forty-eight (48) hours advance written notice to Lessee (except in emergencies), 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 ("Repair and Maintenance by County"), to keep the Premises in good order and condition. The Lessee shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from the Department, or if such corrective work cannot reasonably be completed within such thirty (30) day period, Lessee shall commence such work within thirty (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 seventy-two (72) hours following receipt of written notice from the Department.

4.06 Failure to Maintain: If it is determined by the Department that the Lessee has failed to properly clean, remove trash and refuse, maintain, repair, replace and refurbish the Premises as required by this Article 4 ("Maintenance and Repair by Lessee"), the Department shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the Department, following ten (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 twenty-five percent (25%) for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. Subsequent to receipt of the 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.

4.07 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 (a) as may be required for environmental monitoring purposes pursuant to Article 8 (Environmental Compliance), or (b) to the extent reasonably necessary in connection with any work, improvements, alterations, or construction that Lessee is otherwise permitted to undertake on the Premises under this Agreement, including without limitation under Article 7 (Alteration of Premises), Article 4.11 (Lessee's HNTB Work), or Article 1.09 (Future MRO Development), provided that any such excavation, removal, or well work is performed in accordance with the approval, permitting, and other requirements applicable to such work under this Agreement.

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

4.09 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.

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

4.11 Lessee's HNTB Work:

(A) Upon the occurrence of the Effective Date, Lessee, at the County's sole expense, shall be responsible for and required to timely undertake all work identified in the HNTB October 14, 2025 report attached as **Exhibit 02** hereto, together with any appurtenant work reasonably necessary to complete the scope specified therein, in order to place the Premises, including the building structure and systems addressed therein, in compliance with applicable Environmental Requirements, building codes and life safety codes ("Lessee's HNTB Work"). The County shall reimburse Lessee, subject to Lessee's compliance with the TAC-R process set forth in **Exhibit Y**, for all out-of-pocket costs actually incurred by Lessee for the performance of Lessee's HNTB Work at the Premises within forty-five (45) days of Lessee's written request therefor and submission of reasonably detailed supporting documentation substantiating such costs, which documentation shall clearly distinguish costs attributable to Lessee's HNTB Work from any costs attributable to Betterments (defined below). If the County fails to reimburse Lessee within forty-five (45) days of the submittal of a request that is in compliance with this Section 4.11(A), interest shall accrue on the unpaid reimbursement amount from the expiration of such forty-five (45) day period until paid at the rate set forth in Article 3.08 (Late Payment Charge).

(B) During the performance of Lessee's HNTB Work, Lessee shall be permitted, at its sole cost and expense, to install betterments, upgrades, improvements and alterations at the Premises ("Betterments"). Any dispute over the scope or cost of a Betterment arising during the preceding ninety (90) days shall be submitted within five (5) business days after the beginning of each calendar quarter for resolution to HNTB, or the successor Consulting Engineer pursuant to the County's Amended And Restated Trust Agreement, as the County's consulting engineer, which shall render a written, binding opinion resolving the dispute, which shall be binding on Lessee and the County, subject to judicial review as permitted by law. Each submission may include multiple claims. HNTB's costs for resolving such disputes shall be split equally between the County and Lessee regardless of outcome, and each party shall otherwise bear its own costs and expenses. Lessor shall pay any undisputed portion of the cost of any improvement within forty-five (45) days of Lessee's request and submission of reasonably detailed supporting documentation, and shall pay any HNTB award in Lessee's favor within forty-five (45) days of the award, failing which interest shall accrue from the forty-sixth (46th) day after the award at the rate set forth in Article 3.08 (Late Payment Charge).

ARTICLE 5
Repair and Maintenance by County

5.01 County Maintenance: The County, at its sole cost and expense, shall operate and maintain in good condition all components of the existing water, sanitary

sewerage, storm water drainage, chilled water and compressed air systems that lie outside the boundaries of the Premises. The County shall, at its sole cost and expense, maintain the backup generator, the roof, and structural supports and exterior walls of the building. The County shall have no maintenance responsibility within the Premises including maintenance for doors, windows, and interior conveyance equipment, including elevators. If any of such facilities are damaged or destroyed by the operations of the Lessee and the Lessee does not within a reasonable period, repair or replace such damaged or destroyed facilities, the Department shall make the necessary repairs or replacements and shall bill the Lessee for the actual, out-of-pocket costs of same, plus 25% for administrative costs, in the manner specified in Article 4.06 (Failure to Maintain) hereof. Prior to engaging in such repairs, the Lessor shall provide the Lessee thirty (30) days' notice of its intent to engage in such repairs; in the event Lessee has initiated good faith reasonable efforts to effect repairs prior to the expiration of the thirty (30) days, the Lessor shall allow the Lessee to effect such repairs at Lessee's cost and expense. For the avoidance of doubt, water and sewer lines inside the Premises, whether inside or exterior of any structure, that exclusively serve the Premises shall be maintained by Lessee (excluding any mains and laterals that serve other premises or facilities at the Airport, which shall be maintained by the County); all electrical systems inside the Premises shall be maintained by the Lessee; and the portions of the fire suppression system within the Premises shall be maintained by Lessee.

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 shall 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.

5.03 Reserved.

5.04 Maintenance of Water, Sewer and Drainage Systems: 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.

5.05 Lessor's HNTB and Certification Work: Lessor shall either undertake, or reimburse Lessee for undertaking, pursuant to TAC-R procedures, all work necessary during the Term to certify the Premises with any applicable building or life and safety codes, whether or not such work is shown on the HNTB report dated October 14, 2025 ("Lessor's Certification Work"). The County shall reimburse Lessee for all out-of-pocket costs actually incurred by Lessee for Lessor's Certification Work within forty-five (45) days of Lessee's written request therefor, if supported with reasonably detailed supporting documentation,

and any amounts not paid within forty-five (45) days after a request that is in compliance with this Section 5.05 shall bear interest from the expiration of such forty-five (45) day period until paid at the rate set forth in Article 3.08 (Late Payment Charge). Except as expressly set forth in this Article 5, Lessor's Certification Work shall not include, and the County shall have no obligation to undertake or reimburse, any work that is not legally required to certify the Premises, including any work that is necessary solely for Lessee's business operations and not required for such certification. In determining whether work is required for certification, to the extent relevant, the comparator facility shall be an MRO hangar facility of comparable size and aircraft capability used for the uses authorized under Article 2.01. Lessor shall not be responsible for any maintenance or certification work required due to any unique or transient uses by Lessee; for example, and without limitation, if Lessee stores materials on site, or engages in activities onsite which require alterations to the fire safety system in order to be safely or legally performed on the Premises, Lessee shall be solely responsible for the costs of such upgrades or alterations to the Fire Suppression systems. Further, Lessor shall have no obligation to perform certification work made necessary by Lessee's failure to maintain the Premises, or caused by damage to the Premises caused by Lessee, its agents, contractors or invitees.

5.06 Mutual Cooperation. Lessee and Lessor shall act reasonably to cooperate with one another with respect to the maintenance and repair work undertaken by Lessee pursuant to Article 4 and the maintenance and repair work undertaken by Lessor pursuant to Article 5. Cooperation shall include, but shall not be limited to: (a) reviewing and signing any applications, approvals, permits or documents in Lessor's capacity as the owner of the Premises which are necessary for Lessee to pursue the required work, or obtain necessary permits or licenses; (b) Lessee granting Lessor and its employees, contractors, and consultants all necessary access to the Premises to undertake the required work; and (c) Lessor and Lessee coordinating their respective activities so as not to unreasonably impact Lessee's operations on the Premises; provided, however, that in no event shall the obligation to act reasonably in cooperating with one another require either party to expend additional funds or incur additional liability beyond that expressly contemplated by this Agreement.

ARTICLE 6
Regulations, Licenses and Permits

6.01 Rules and Regulations - General:

(A) The Lessee shall comply with all applicable 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 thereunder, all additional applicable 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.

(B) Lessee is aware of the County's policy, set forth in the Code of Miami-Dade County and elsewhere, that no person is permitted to engage in commercial activity at the County's airports unless authorized by the County and unless applicable fees or charges are paid. Lessee shall ensure that any vendors providing services to Lessee or its customers shall first obtain a permit or other authorization from the County to do so in accordance with MDAD's Operational Directives or other relevant authorities. Lessee may be required, from time to time, to identify to MDAD, with reasonable promptness, all such vendors, and such requirement is a material component of this Agreement. Lessee is also aware that, in addition to all other remedies available to the County, in accordance with MDAD's Rates, Fees, and Charges, Lessee will be subject to liquidated fees as set forth in MDAD's Rates, Fees, and Charges/Implementing Order 4-125. Any action or failure to act on the part of Lessee for which Implementing Order 4-125 provides for a liquidated impact fee shall also be deemed a material obligation of Lessee under this Agreement.

(C) 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 applicable design and construction requirements of MDAD, including, but not limited to, MDAD's Lessee Airport Construction (Reimbursable or Non-Reimbursable) requirements ("TAC"), as they may be amended from time to time, with reimbursable TAC projects referred to as "TAC-R" projects and non-reimbursable TAC projects referred to as "TAC-N" projects (each as set forth in **Exhibit Y**). All design and construction work must be approved in advance by MDAD, to the extent set forth in such TAC requirements.

(D) In addition, should Lessee perform any work on the Premises, Lessee shall comply with all applicable provisions of Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, and all additional applicable laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, in each case only to the extent 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, in each case only to the extent applicable to such work pursuant to their own terms and any threshold or eligibility requirements set forth therein, the County's Art in Public Places ordinance, the Employ Miami-Dade program, and any rules, regulations and requirements of the County's applicable Small Business Development programs (as further addressed in Article 6.01(E)).

(E) 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, 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.

(F) 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 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 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
http://www.miamidade.gov/ao/home.asp?Process=alphalist
http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf

(G) 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. To the extent a new Certificate of Use and Occupancy is required, Lessee shall obtain the Certificate of Use and Occupancy within a reasonable period following completion of Lessee's HNTB Work and Lessor's Certification Work, and Lessee's continued occupancy in the interim shall not constitute a default. Any inability to

obtain a Certificate of Use and Occupancy attributable to conditions within Lessee's HNTB Work or Lessor's Certification Work shall not constitute a default by Lessee, and if occupancy of the Premises is legally prohibited, either party may terminate this Agreement without liability, including, without limitation, under Article 13.06(D), and the Monthly Rent shall be abated during any period of prohibited occupancy. 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.

(H) 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 applicable 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.

(I) Federal Preemption: Nothing in this Agreement is intended, or shall be construed, to permit the enforcement of any law, rule, regulation, policy, or procedure that otherwise would be preempted by federal law.

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.

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, which approval the Department shall not unreasonably withhold, condition or delay. 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; (iv) the Art in Public Places (AIPP) Program under Section 2-11.15; (v) the Responsible Wages Ordinance under Section 2-11.16; (vi) Residents First Training and Employment Program under Section 2-11.7; (vii) Employ Miami-Dade under Administrative Order (AO) 3-6; and (viii) 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. If the Department disapproves any alteration, the Department shall provide Lessee with a written statement of the specific reasons for such disapproval within the response period set forth below, and Lessee shall have the right to revise and resubmit its request for approval.

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.

All repair/renovation work on the Premises shall be in accordance with (i) all applicable Federal, State and County laws, statutes, ordinances, rules and regulations and (ii) MDAD's TAC procedures set forth on **Exhibit Y**.

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 on the exterior of the building, 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, migrating from the Premises prior to the date of the final Baseline Audit report, 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 date of the final Baseline Audit report 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 during the period in which this Agreement is in effect, 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 1527-21, 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 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, Lessee may invoke the dispute resolution provision of Article 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with the Aviation Department.

(2) To the extent this Agreement covers premises previously occupied by Lessee, and except for Baseline Environmental Conditions, Remediation of any Hazardous Material discovered on the Premises shall be the responsibility of the Lessee, except to the extent that Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation as to why the Hazardous Material originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors or invitees (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the date upon which Lessee first occupied the premises and not caused by Lessee or Lessee's agents, employees, contractors or, invitees; or (3) a discharge, disposal or release caused by the County, its agents, employees, contractors or any third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of Article 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 in writing 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: Prior to the Parties' execution of this Agreement, the County shall, at its sole cost, cause an updated environmental audit of the Premises in the form of a Phase I Environmental Site Assessment in compliance with ASTM E 1527-21 (or its most recent version) to be conducted by a qualified environmental engineer to identify any Recognized Environmental Conditions associated with the Premises.which audit may include analyses of soil and groundwater samples (the initial "Baseline Audit"); the report , or Lessor's transmittal of the report to Lessee, shall provide that Lessee may rely on its findings. 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 1527-21, 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 Article 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. Notwithstanding the foregoing, if a new Baseline Audit is required, Lessee shall engage a qualified environmental consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned, to conduct such new Baseline Audit in the form of a Phase I Environmental Site Assessment in conformance with ASTM E 1527-21 (the "New Baseline Audit"). In the event that such New Baseline Audit is required, Lessee, in its sole discretion, may terminate this Agreement within sixty (60) days of receipt of the New Baseline Audit to the extent the same identifies Recognized Environmental Conditions that are unacceptable to Lessee.

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, 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 reasonable 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 Article 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 Article 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 written 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 written 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 Article 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 required by applicable Environmental Laws 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; 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 a 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, whenever there is reasonable and documented evidence that (a) environmental conditions on the Premises have materially changed or (b) Lessee is in

material noncompliance with Environmental Laws.[1] 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: 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 Article 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

on Airport property reasonably close to 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 Premises. 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) business 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 of 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 Article 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 reasonable 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 Lessee's performance of this Agreement or the use of the Premises by the Lessee or its employees, agents, servants, partners, principals, invitees, contractors or subcontractors, except to the extent such losses or damages are caused solely by the negligence or willful misconduct of the County, its officers, employees, agents or their instrumentalities. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all such 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 reasonable 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. The indemnification obligations set forth in this Article 9 shall survive the expiration or earlier termination of this Agreement for a period of five (5) years. The County shall give the Lessee prompt written notice of any claim, demand, suit, cause of action or proceeding for which indemnification is sought hereunder and shall reasonably cooperate with the Lessee in the defense thereof, and the County shall not settle any such claim for which it is demanding indemnification from Lessee without the Lessee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

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, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee may, without the prior written consent of the Department, but with written notice to the Department given within thirty (30) days after such transfer, assignment or sublease becomes effective, (a) assign this Agreement or sublet all or any portion of the Premises to any Affiliate of Lessee, or (b) assign this Agreement to any entity that acquires all or substantially all of Lessee's airline-related assets, or to any successor entity resulting from a merger, consolidation, or reorganization of Lessee. An "Affiliate" of Lessee means (A) any airline that (i) is a subsidiary of Lessee or of Lessee's parent company through total or partial ownership by Lessee or its parent company and operates at the Airport under the trade name or a similar trade name of Lessee, (ii) uses the two-letter designator code of Lessee for its flights serving the Airport and whose aircraft display the livery of Lessee or a livery similar to that of Lessee, and (iii) is designated as an "Affiliated Airline" pursuant to that certain Airline Use Agreement signed by Lessee, dated August 10, 2018, as may be amended from time to time (the "2018 AUA") on the Tab F Affiliated Airline Endorsement Form of the 2018 AUA; or (B) if not a subsidiary of Lessee or of the parent company of Lessee, an airline that is designated pursuant to the 2018 AUA on the Tab F Form as an airline for which Lessee has assumed financial responsibility for all fees and charges incurred by such Affiliate as a result of the Affiliate's use of any airport in the Airport System as a regional airline using Lessee's two-letter designator code and whose aircraft displays the livery of Lessee or a livery similar to that of Lessee. For purposes of the foregoing definition, "Airport System" means Miami International Airport and other airports now or hereafter owned and/or operated by the County, including Miami-Opa-locka Executive Airport, the decommissioned Opa-locka West General Aviation Airport, Miami Executive Airport, Miami Homestead General Aviation Airport and the Training and Transition Airport. Lessee shall not assign the Premises, in whole or in part, or any portion thereof, to any entity other than that permitted under this Article 10. The rate structure of this Agreement and certain other terms and conditions, which materially differ from the rates offered to other tenants at Miami International Airport, is premised on use and occupancy of the Premises throughout the Term by Lessee or a permitted successor. As such, the portion of the Premises associated with any assignment, transfer, or conveyance of this Agreement, in whole or in part, or any sublease shall thereafter be subject to the fair market rent then in effect for MDAD property as determined by the Board of County Commissioners on an annual basis, and the assignee, transferee, recipient of the conveyance, or Lessee as sublessor, as applicable, shall be responsible to make such fair market rent payments to the County. Notwithstanding the foregoing, in the event of (i) any assignment or sublease to an Affiliate that is a successor entity to Lessee and which is acquiring all or substantially all of Lessee's airline-related assets, (ii) a merger, consolidation or reorganization of Lessee, or (iii) an assignment to an entity acquiring all or substantially all of Lessee's airline-related assets that is a successor to Lessee, fair market rent shall not apply and the rent set forth in Article 3 shall continue to apply.

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 Lessee's Premises and Operations, in an amount not less than $5,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

(B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Lessee in connection with its operations under this Agreement in an amount not less than:

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles being used on the AOA.

(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: Pollution Legal Liability Insurance for Lessee's Premises and other airport property in an amount not less than $2,000,000 per occurrence covering site assessment, site clean-up, third party claims, including, but not limited to governmental claims, legal defense costs, charges and expenses arising from any on-site and off-site loss, damage, expense or claim related to the release or any threatened release of Hazardous Material. Lessee may self-insure for all or any part of the required Pollution Legal Liability Insurance. If Lessee chooses to self-insure, it must provide a letter signed by the designated risk manager or company officer duly authorized by Lessee evidencing the intent to self-insure.

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

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

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

(A) The Lessee has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;

(B) The policy cancellation notification provisions specify at least thirty (30) days' advance written notice of cancellation to the County, except with respect to war and allied perils coverage which shall be seven (7) days, or such lesser period as is customarily available; and

(C) The County is named as an additional insured with respect to the Lessee's commercial general liability policies.

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

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

11.03 Self-Insurance Requirements**:** In lieu of the Commercial General Liability, Automobile, Pollution Legal Liability, and Workers' Compensation Insurance requirements required by Article 11.01(A), (B), (C) and (D) above, the Lessee may satisfy one or more of those insurance requirements by means of a Self-Insurance Program maintained by the Lessee for Lease No. C 014051.

Please note that MDAD Risk Management will review all documentation for the respective coverages Lessor requires.

11.04 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.

11.05 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 inspections at the offices of the Department.

11.06 Personal Property: Any personal property of the Lessee or of others placed in the Premises and Airport shall be at the sole risk of the Lessee or the owners thereof, and the County shall not be liable for any loss or damage, except to the extent such loss

or damage was caused by the sole active negligence of the County, as limited by Section 768.28, Florida Statutes.

ARTICLE 12
Use of Public Facilities

The County grants to the Lessee, in common with all others desiring to use the Airport, and only to the extent necessary or reasonably desirable, so long as such use does not conflict with the County's operation of the Airport, to carry out the rights granted the Lessee hereunder, the nonexclusive privilege to use the runways, taxiways, roads of egress and ingress, service roads and such other facilities and improvements as may be now in existence or hereafter constructed for the use of persons lawfully using the Airport; provided, however, that such usage shall, to the extent not included as part of the Annual Rent, be subject to the payment of nondiscriminatory fees and other charges established by the County. Nothing herein contained shall grant to the Lessee the right to use any leasable space or area improved or unimproved which is leased to a third party, or which the County has not leased herein. For the avoidance of doubt, the use fees described in this Article 12 apply solely to public facilities located at the Airport outside of the Premises.

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 issuance of a fifteen (15) calendar days' notice in writing to the Lessee unless the default be cured within the notice period.

13.02 Insurance Defaults: The County shall have the right, upon fifteen (15) calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 11 hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice period.

13.03 Other Defaults: The County shall have the right, upon thirty (30) calendar days written notice to the Lessee, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or, if correction cannot reasonably be completed within such 30-day period, in the sole but reasonable 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.

(D) Breach beyond applicable notice and cure periods of any non-discrimination covenant contained in 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 (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder.

13.05 Termination by Abandonment: This Agreement shall be automatically terminated upon the abandonment by the Lessee of the Premises or the voluntary discontinuance of operations at the Premises at the Airport for any period of time exceeding fifteen (15) consecutive calendar days, unless: (a) such abandonment or discontinuance has been caused by a Force Majeure event as defined in Article 20.18 of this Agreement that prevents the Lessee's use of the Premises for the purposes authorized in Article 2 (Use of Premises) hereof; or (b) Lessee provided Lessor reasonable, advance written notice of Lessee's need to temporarily suspend operations at the Premises for a time period not to exceed thirty (30) consecutive calendar days. Such termination by abandonment shall not relieve the Lessee of its rental payment obligation for the remaining term of this Agreement, nor does it constitute a waiver by the Lessor of its rights to recover damages for rental payments for the remaining term of this 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 excepted. 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 by Abandonment"), in which event the Lessee shall be allowed up to five (5) calendar days from date of termination, and provided that the Lessee is not in default in the payment of any rentals, fees or charges required to be paid herein, the Lessee shall remove all of its personal property from the Premises. Any personal property of the Lessee not removed in accordance with this Article may be removed by the Department for storage at the cost of the Lessee. Failure on the part of the Lessee to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.

(B) The Lessee shall, at its expense, take all actions required by Federal, State and local laws, regulations or codes to remove from the Premises any hazardous substance or environmental contaminant, whether stored in drums, or found in vats, containers, distribution 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.

(D) Following a termination of this Agreement due to Lessee's (i) default that has not been cured within the applicable notice and cure periods, or (ii) abandonment pursuant to Article 13.05 (Termination by Abandonment) that has not been excused by Force Majeure or prior written notice as provided therein, Lessee shall be required to continue to pay the County the Monthly Rent required under Article 3 as and when such payments become due in accordance with the rent payment schedule set forth in **Exhibit 05**, in recognition of the fact that the County assumed debt to purchase the

Premises based on Lessee's representations as to debt coverage by Lessee, as if this Agreement had not been terminated, until the earlier of (i) the expiration of what would have been the remaining Term of this Agreement, or (ii) the date on which the County relets the Premises to a replacement tenant. Upon the occurrence of the earlier of clause (i) or clause (ii) above, all obligations and liabilities of Lessee under this Agreement shall cease and Lessee shall have no further obligations or liability of any kind to the County arising out of or relating to this Agreement or the Premises. The continued payments after termination reflect Lessee's commitment towards debt coverage and are not a penalty. The Parties acknowledge and agree that this continued payment beyond termination represents a liquidated damages amount, and not a penalty.

13.07 Reserved.

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 or other applicable provisions of this Agreement, the County shall have the right to enter on the Premises for the purpose of showing the Premises to prospective tenants or users. Any such entry shall be made at reasonable times and upon reasonable prior notice to the Lessee, and shall not unreasonably interfere with the Lessee's operations.

13.09 County Defaults: If the County fails to perform any obligation required to be performed by the County under this Agreement (including, without limitation, any maintenance, repair or reimbursement obligation), and such failure continues for thirty (30) days after Lessee's written notice to the County specifying such failure (or, in the case of an emergency threatening life, safety, or property, or materially disrupting Lessee's operations, without any notice period, provided Lessee gives the County notice as promptly as reasonably practicable thereafter), Lessee may, but shall not be obligated to, perform such obligation on the County's behalf. Lessee shall be entitled to reimbursement from the County for all reasonable, actual, out-of-pocket costs incurred by Lessee in performing any such obligation. If the County fails to reimburse Lessee for such costs within sixty (60) days after Lessee's written demand therefor, together with reasonably detailed supporting documentation, Lessee may deduct and set off the full amount of such costs, together with interest thereon at the rate set forth in Article 3.08 (Late Payment Charge), against the next installment(s) of Monthly Rent and any other amounts thereafter becoming due from Lessee to the County under this Agreement, until Lessee has been fully reimbursed. Lessee shall not engage in self-help unless it has provided the County thirty (30) days advance written notice of its intent to engage in self-help; in the event that the County has commenced the performance of the obligation within thirty (30) days of receipt of that notice and diligently pursues same to completion, Lessee shall have no right to self-help under this section. Disputes regarding the amount or reasonableness of costs claimed by Lessee under this Article 13.09 shall be resolved in accordance with the dispute resolution procedures set forth in Article 8.16 (Dispute Resolution). This Agreement shall be subject to termination by the Lessee in the event of a default by the County in the performance of any covenant or agreement herein required to be performed by the County

and the failure of the County to remedy same within a reasonable period of time following receipt of written notice from the Lessee of such default.

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

(A) The permanent abandonment of the Airport.

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

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

ARTICLE 14
Special Conditions

14.01 Quality of Services: The Lessee shall furnish the services, if and to the extent 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 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, (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 airside operations area ("AOA") through the Premises by persons and vehicles. Lessee shall have the right to install, operate, control, and maintain, at its sole cost and expense, its own security systems and access control systems (including card/badge access systems, cameras, alarms, and related equipment) governing ingress to and egress from the Premises, provided that such systems comply with, and do not conflict with, applicable federal, state, and Airport security requirements, including 49 CFR Part 1542 and the Airport Security Plan, and provided further that the Department shall retain the right to access the Premises as expressly permitted elsewhere in this Agreement. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no

cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee's Premises, to the AOA or any Security Identification Display Area ("SIDA"). All such security measures by the Lessee shall be in accordance with 49 CFR Part 1542 and the Airport Security Plan. Notwithstanding the foregoing, the County shall be responsible for any security breaches at the Premises, and any resulting fines or penalties, that result from the County's or the County's employees', agents' or contractors' acts, omissions or negligence.

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's 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 by the Lessee of the security requirements by a SIDA User as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Department in accordance with this Article. The Department shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of ID badges, which data may include the fingerprinting of employee applicants for the badges.

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

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

alcohol or drugs. Notwithstanding the above, the Lessee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

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

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

(A) That the Lessee has made a false certification in its execution of the Affidavit submitted or in its annual re-certification as required by the Ordinance;

(B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or

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

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

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

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

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

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

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

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

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

ARTICLE 17
Control of Employees

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

17.02 Lessee's Responsibility for Employee's Violations: In the event the Lessee is in default of the covenants of Article 17.01 ("Control of Employees") for failure to properly control its employees or by permitting its employees to improperly use the facilities 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 competent jurisdiction located in 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 Amended and Restated Trust Agreement dated as of the 15th day of December, 2002, as may be amended, by and between the County and the JP Morgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-trustee ("the Trust Agreement"), 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 the applicable bond resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or the applicable 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.

19.03 Lessee Right to Terminate: In the event the terms and conditions of this Agreement, including the rentals, fees and charges payable hereunder, have been substantially modified pursuant to Article 19.02 (Adjustment of Terms and Conditions) above, the Lessee, at any time within one (1) year following the effective date of such modification may terminate this Agreement by giving ninety (90) days' written notice to the County, without liability by any party to any other party.

ARTICLE 20
Other Provisions

20.01 No Representation: The County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that 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 paid or reimbursed by County under this Agreement, including Articles 1.04, 4.11, 5.01 and 5.05.

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.

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:

Vice President, Corporate Real Estate
American Airlines, Inc.
1 Skyview Drive, MD 8E101
Fort Worth, TX 76155

With a copy to:

Walter Weems, Director, Properties and Airport Affairs
American Airlines, Inc.
1 Skyview Drive, MD 8E101
Fort Worth, TX 76155

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 reversal 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. For the avoidance of doubt, this Article 20.12 shall apply only when the County is exercising its governmental or quasi-judicial authority and shall not excuse the County from performing its purely contractual obligations under this Agreement, including, without limitation, ministerial, non-discretionary approvals and the County's maintenance and repair obligations hereunder.

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 upon forty-eight (48) hours written notice to Lessee (except in the case of emergencies) 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 this Agreement (with the exception of the obligation of the Lessee to pay the amounts required by the terms of this Agreement) shall be subject to "Force Majeure". Neither the County nor the Lessee shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of 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 or because of any act of God or any other cause whether of similar or dissimilar nature beyond the

reasonable control of the party affected, provided that notice of such force majeure is given by the affected party to the other within ten (10) days of the beginning of said force majeure. Should one or both of the parties be prevented from fulfilling 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 future implementation of this Agreement. Notwithstanding the foregoing, the prevention or delay of performance caused by the coronavirus disease 2019 (COVID-19) shall in no way be deemed by Lessee as a condition subject to Force Majeure.

20.19 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 untenantable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof tenantable by repairs completed within a reasonable period of time.

(A) Total Destruction: In the event the County elects not to render the Premises tenantable, 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 tenantable and used by the Lessee following the casualty. In such event, the Department shall endeavor to find adequate replacement premises for the Lessee in existing facilities on the Airport.

(B) If the damaged portion of the Premises is not rendered tenantable 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 (Use of Premises); 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 (1) year from the giving of such notice, if the repairs are not completed within ninety (90) days following such written notice of the intent to cancel, or if the repairs cannot be reasonably completed within such ninety (90) day period the County has not commenced repairs within such time. In the event of cancellation, the rent for the untenantable 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 untenantable.

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, in each case to the extent not covered by the County's property insurance. The remedies provided to Lessee in this Article 20.19 shall be Lessee's exclusive remedies in the event of a complete or partial destruction of or damage to the Premises; provided, however, that nothing in this Article 20.19 shall limit Lessee's right to rent abatement under this Agreement or any claim arising from the negligence, willful misconduct or breach of this Agreement by the County, its officers, employees, agents or contractors.

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 ("Repair and 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. The County shall use commercially reasonable efforts to minimize any disruption to Lessee's operations caused by activities conducted by or on behalf of the County. In the event of any material interference with Lessee's quiet enjoyment caused by the County's acts or omissions (other than in connection with lawful airport operations), Lessee shall be entitled to seek equitable relief.

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.

20.23 Reasonableness: Wherever in this Agreement the consent, approval, or agreement of either the County or the Lessee is required, such consent, approval, or agreement shall not be unreasonably withheld, conditioned, or delayed, unless this Agreement expressly provides that such consent, approval, or agreement may be given or withheld in such party's sole discretion. Wherever the provisions of this Agreement allow the County or the Lessee to perform or decline to perform an act at its option or in its judgment, the decision to perform or decline to perform such act shall be made reasonably and in good faith.

20.24 Counterparts; Electronic Signatures: This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures and signatures delivered by email in .pdf format shall be deemed original signatures for all purposes.

(This space intentionally left blank)

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

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Aviation Director

Date: _____

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

By: _____
(Deputy Clerk Signature)

Date: _____

(Seal)

LESSEE: AMERICAN AIRLINES, INC.

By: _____
VP of Corporate Real Estate

_____
Print Name

Date: _____

ATTEST:

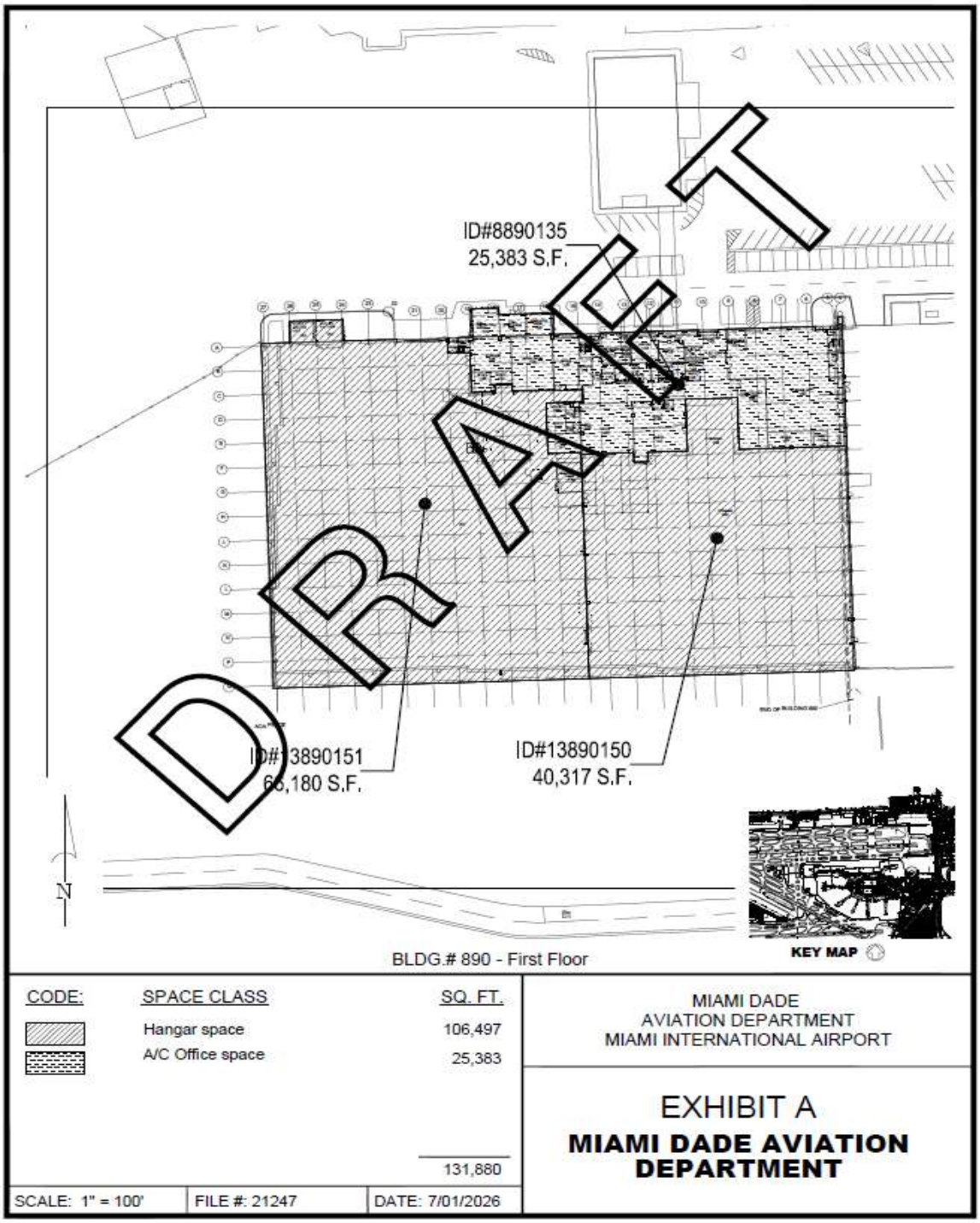
_____
Corporate Secretary

_____
Print Name

Date: _____

(CORP SEAL)

EXHIBIT A
Depiction of Premises



CODE:	SPACE CLASS	SQ. FT.
	Hangar space	106,497
	A/C Office space	25,383
		131,880

SCALE: 1" = 100' | FILE #: 21247 | DATE: 7/01/2026

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A
MIAMI DADE AVIATION DEPARTMENT

EXHIBIT B
Depiction of Premises

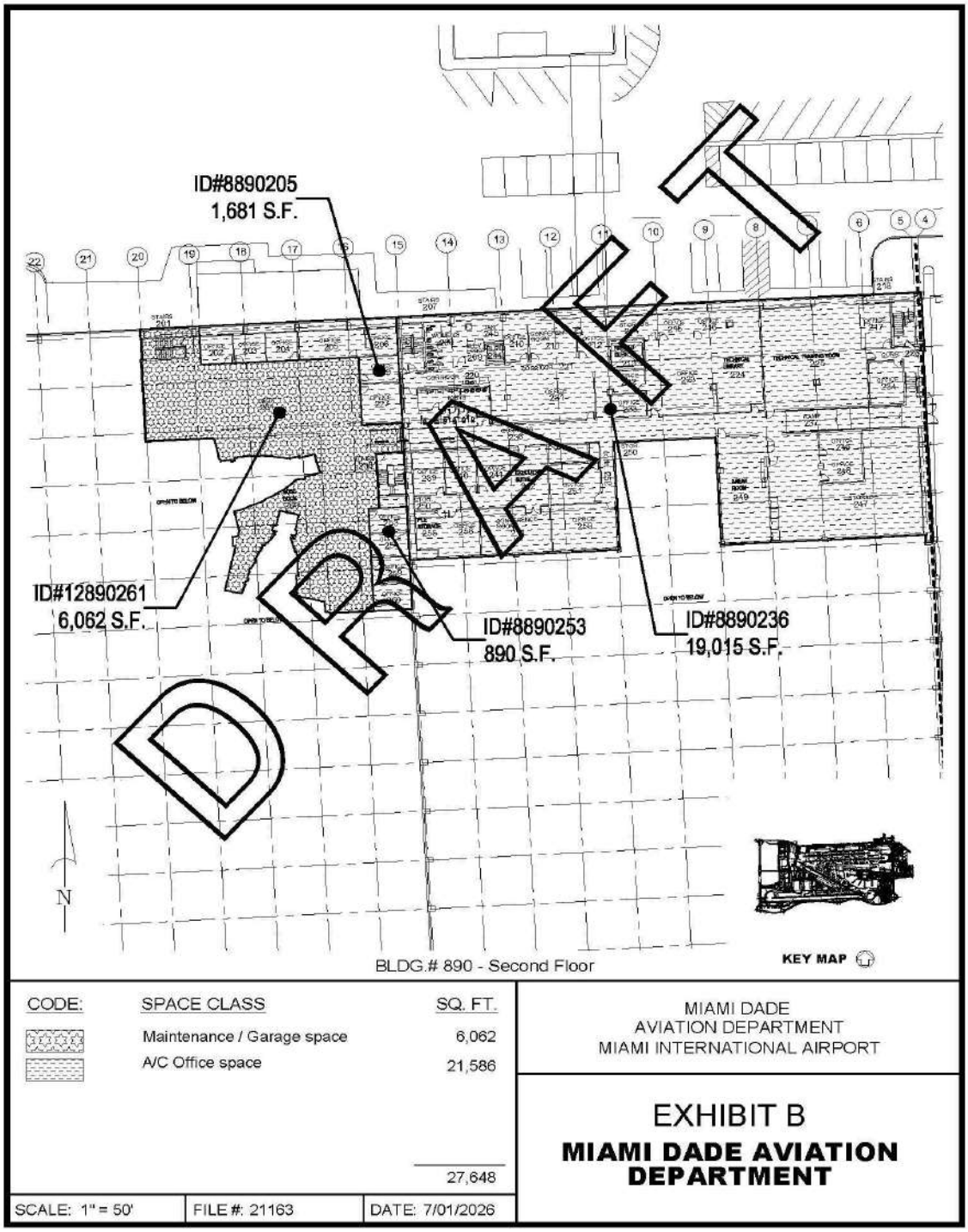


EXHIBIT C
Depiction of Premises

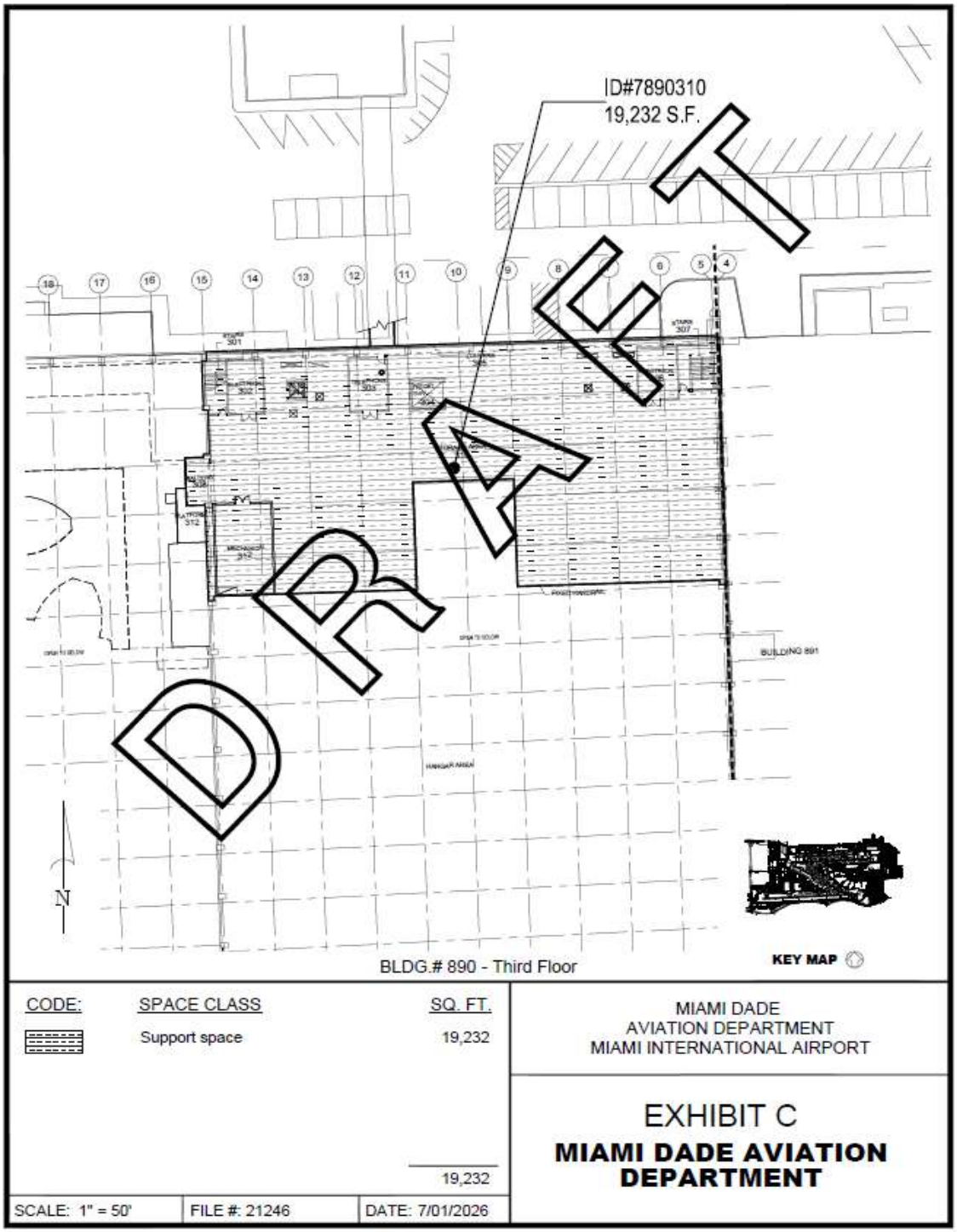
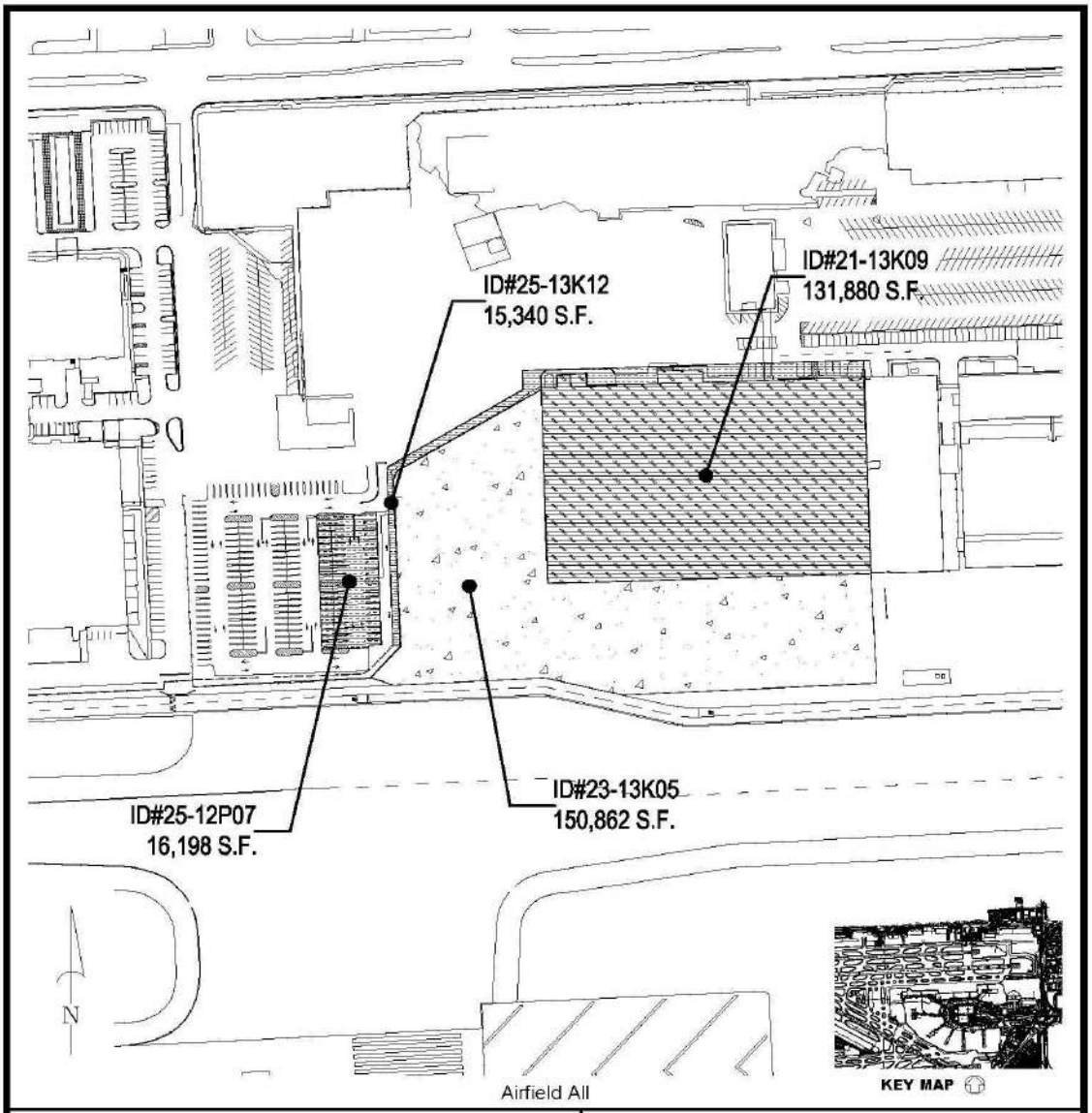


EXHIBIT P
Depiction of Premises



CODE:	SPACE CLASS	SQ. FT.
	Airside Aircraft Pavement	150,862
	Landside Vehicular Pavement	31,538
	Buildings	131,880
		314,280

SCALE: 1" = 200' | FILE #: 21153 | DATE: 7/01/2026

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT P
MIAMI DADE AVIATION DEPARTMENT

EXHIBIT 01
MRO Plan

(Exhibit 01 Page 1 0f 13)



Aircraft Maintenance Facility Requirements

(Exhibit 01 Page 2 of 13)

Overview

- Maintenance, Repair & Overhaul (MRO) represents all aircraft **maintenance services required** to ensure an **aircraft can operate safely.**
- MRO services include maintenance and inspection of aircraft or aircraft parts.
- Examples of MRO services provided at MIA include:
  - line maintenance (performed during aircraft turnaround),
  - heavy maintenance,
  - engine repair and replacement,
  - avionics services,
  - exterior and interior refurbishments
  - any other required aircraft modifications
- MRO **requirements correlate with aircraft operations** at the airport.

Study Objectives

- Estimate MRO facility requirements at MIA from 2023 through 2038, based on the 2024 FAA Terminal Area Forecast (TAF).
- Develop a future MRO conceptual layout supporting the projected requirements.

(Exhibit 01 Page 3 of 13)

Annual Aircraft Operations Projections

Original Forecast 2011 (Fiscal Year)	2009	2020 Projected	2025 Projected	2030 Projected	2035 Projected
Total Annual Aircraft Operations	345,000	393,000	435,000	484,000	541,000

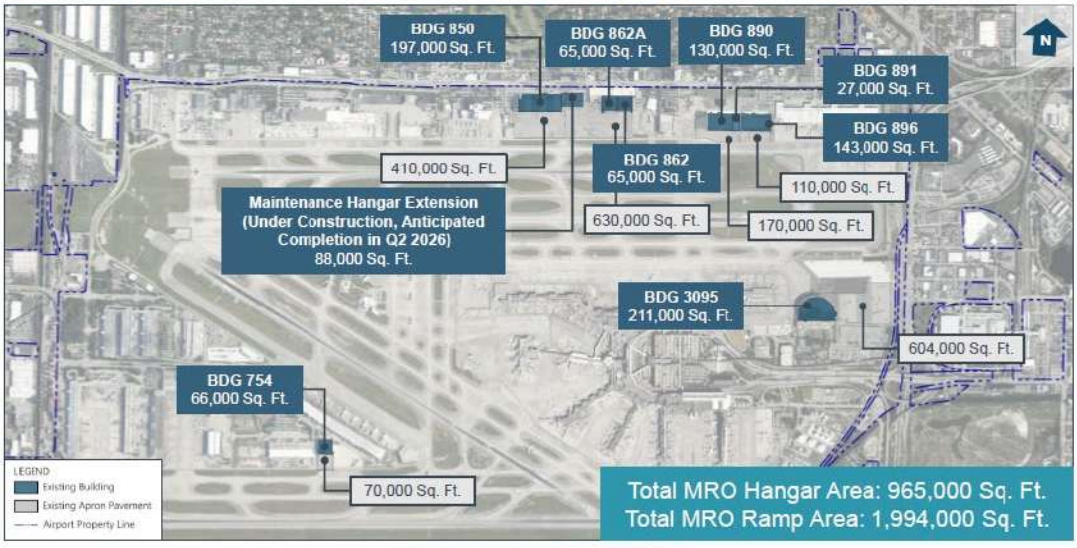
Latest activity (FY 2024) of 483,000 operations matches activity originally projected for 2030 (15% above projections)

Latest FAA TAF 2024 (Fiscal Year)	2023	2028 Projected	2033 Projected	2038 Projected
Total Annual Aircraft Operations	455,000	518,000	573,000	633,000

NOTE: 1 A fiscal year represents the 12-month period starting on October 1 and ending on September 30.
SOURCES: Miami-Dade Aviation Department, Strategic Master Plan (SMP) Baseline Aviation Activity Forecast, June 2011; Federal Aviation Administration, 2024 Terminal Area Forecast, February 2025; Ricondo & Associates, Inc., March 2025.

(Exhibit 01 Page 4 of 13)

Existing Aircraft Maintenance Inventory – Overview



NOTE: Aerial imagery for reference only – may not be to scale.
SOURCES: Miami-Dade Aviation Department, Strategic Master Plan Maintenance Requirements, March 2014; Miami-Dade Aviation Department, March 2025 (maintenance facility inventory); Ricondo & Associates, Inc., March 2025.

(Exhibit 01 Page 5 of 13)

Northside Variance Limitations

A Wellfield Protection Area is defined as an area designated to **protect the aquifer from pollutants** that are discharged onto the ground and can **contaminate** the **groundwater** and be drawn into wells that supply drinking water.

The northwest area of MIA is located in the **Miami Springs Wellfield Protection Area** and per Section 24-43(5) of the Code of Miami-Dade County, the **approval of building permits** for uses that would generate **hazardous materials or waste is prohibited.**

DERM's Northside Variance Report was developed to only allow for a **maximum square footage** of maintenance and hazardous storage activities in that area.

- **10,800 S.F. remaining for maintenance activities** in that area



NOTE: Aerial imagery for reference only – may not be to scale.
SOURCES: Miami-Dade County, Board Order 90-26, June 1990; Miami-Dade Aviation Department, March 2025 (maintenance facility inventory); Ricondo & Associates, Inc., March 2025.

(Exhibit 01 Page 6 of 13)

MRO Facility Requirement Assumptions

- Future facility requirements correlate with growth in aircraft operations and demand for maintenance services
- Maintenance activities can be conducted in the hangar or on the ramp (or a combination)
- MRO requirements are based on scheduled and unscheduled maintenance of narrowbody and jumbo aircraft:
  - Narrowbody: single-aisle aircraft as the Airbus A321 or Boeing B737 series
  - Widebody: twin-aisle aircraft as the Boeing B777-300 series
- For the purpose of this analysis, hangar and ramp area requirements were estimated with a narrowbody equivalent (NBE) metric.
  - Hangar area includes maintenance space and supporting functions (e.g. warehouse, offices, breakroom)
  - Ramp area includes aircraft staging and equipment staging (e.g. trucks, stairs, tugs, etc.)
- Employee parking area requirements were estimated based on projected number of spaces and 350 Sq. Ft. per space.

SOURCES: Miami-Dade Aviation Department, Strategic Master Plan Maintenance Requirements, March 2014; Ricondo & Associates, Inc., March 2025.

(Exhibit 01 Page 7 of 13)

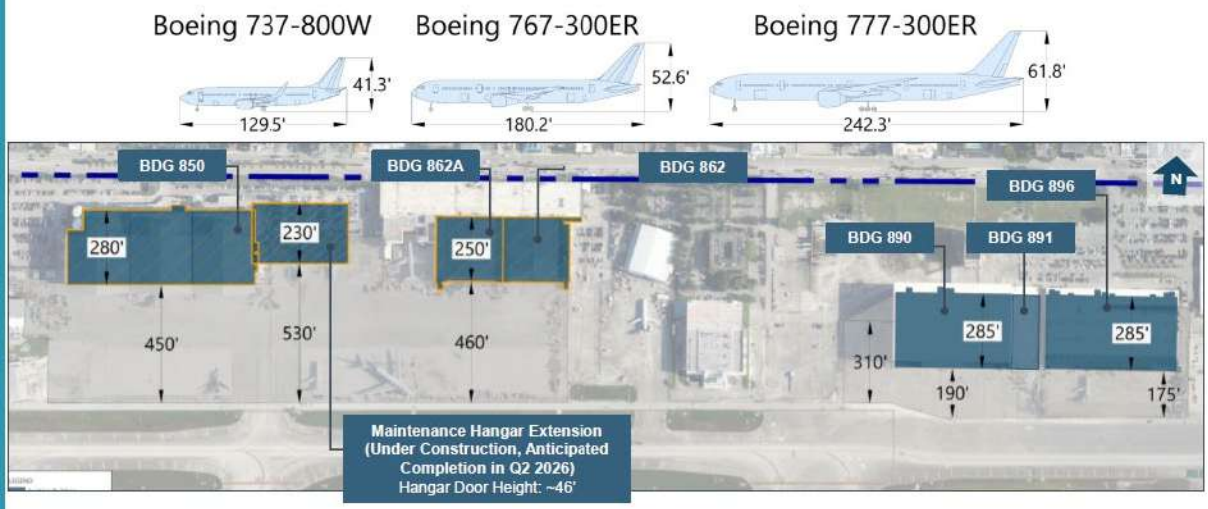
MRO Facility Requirement Projections

FISCAL YEAR	AIRCRAFT HANGAR		AIRCRAFT RAMP		MRO EMPLOYEE PARKING		TOTAL MRO AREA (ACRES)
	# of Positions (NBE)	Area (Sq. Ft.)	# of Positions (NBE)	Area (Sq. Ft.)	# of Spaces	Area (Sq. Ft.)	
Existing Facilities (2025)	31	965,000	45	1,994,000	1,930	674,000	83.0
Future Requirements							
2028	42	1,270,000	57	2,539,000	2,354	823,000	104.7
2033	47	1,463,000	64	2,833,000	2,608	914,000	118.0
2038	51	1,613,000	70	3,093,000	2,915	1,018,000	129.8
Surplus / (Deficit)							
2028	(11)	(305,000)	(12)	(545,000)	(424)	(149,000)	(22)
2033	(16)	(498,000)	(19)	(839,000)	(678)	(240,000)	(35)
2038	(20)	(648,000)	(25)	(1,099,000)	(985)	(344,000)	(47)

NOTES: NBE – Narrow Body Equivalent, every 2 NB equal 1 WB.
1 Areas have been rounded to the nearest thousand.
SOURCES: Miami-Dade Aviation Department, Strategic Master Plan Maintenance Requirements, March 2014; Miami-Dade Aviation Department, March 2025 (maintenance facility inventory); Ricondo & Associates, Inc., March 2025.

(Exhibit 01 Page 8 of 13)

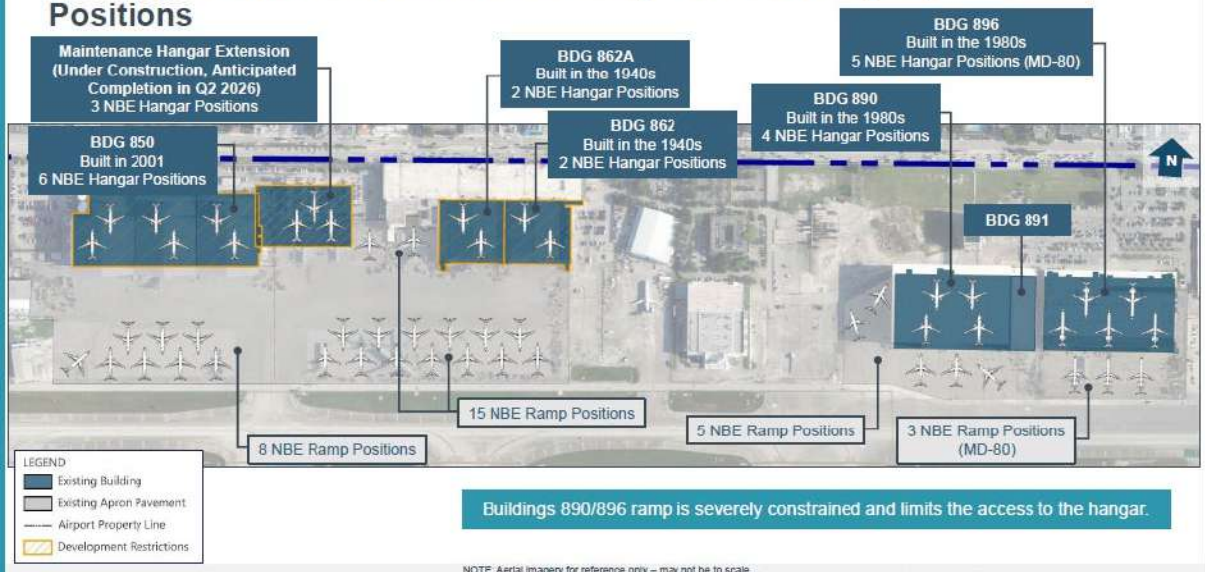
Existing Aircraft Maintenance Inventory – Hangars and Ramp Limitations



NOTE: Aerial imagery for reference only – may not be to scale.
SOURCE: Miami-Dade Aviation Department, March 2025 (maintenance facility inventory).

(Exhibit 01 Page 9 of 13)

Existing Aircraft Maintenance Inventory – Narrowbody Equivalent Positions

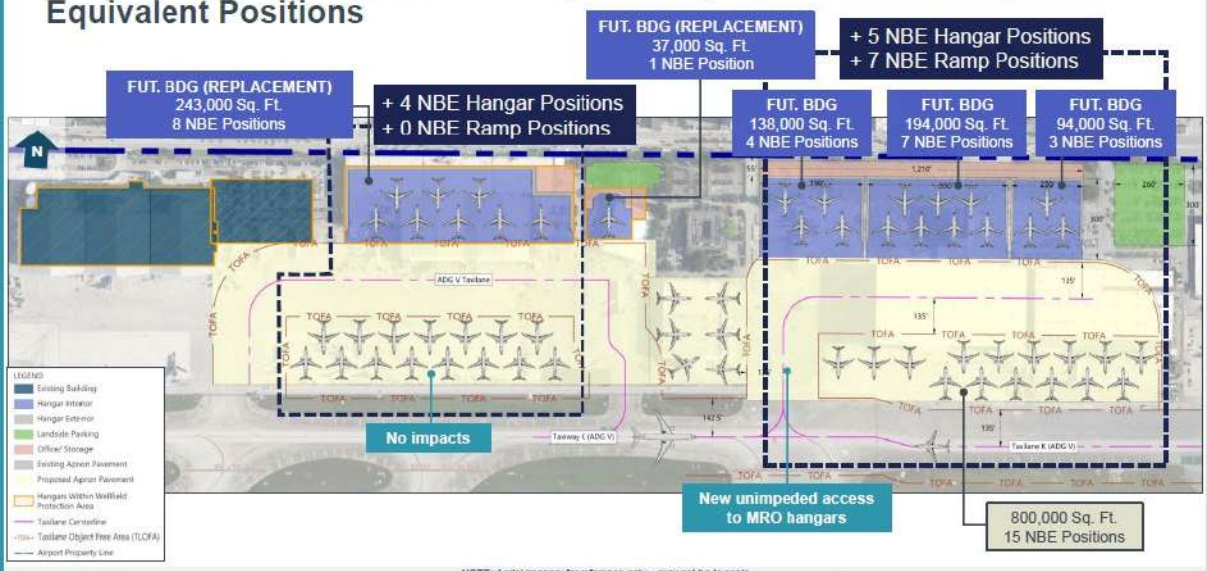


Buildings 890/896 ramp is severely constrained and limits the access to the hangar.

NOTE: Aerial imagery for reference only – may not be to scale.
SOURCES: Miami-Dade Aviation Department, Strategic Master Plan Maintenance Requirements, March 2014; Miami-Dade Aviation Department, March 2025 (maintenance facility inventory); Ricondo & Associates, Inc., March 2025.

(Exhibit 01 Page 10 of 13)

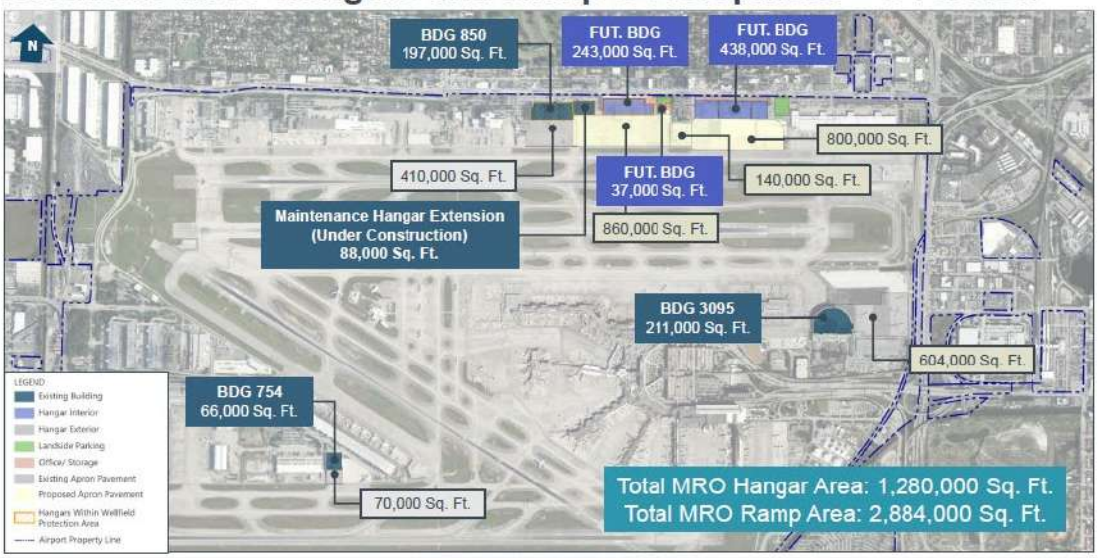
Northside MRO Hangars and Ramp Development – Narrowbody Equivalent Positions



NOTE: Aerial imagery for reference only – may not be to scale.
SOURCES: Miami-Dade Aviation Department, March 2025 (maintenance facility inventory); Ricondo & Associates, Inc., March 2025 (future northside development).

Exhibit 01 Page 11 of 13)

Northside MRO Hangars and Ramp Development – Overview



NOTE: Aerial imagery for reference only – may not be to scale.
SOURCES: Miami-Dade Aviation Department, March 2025 (maintenance facility inventory); Ricondo & Associates, Inc., March 2025 (future northside development).

(Exhibit 01 Page 12 of 13)



(Exhibit 01 Page 13 of 13)



EXHIBIT 02
HNTB October 14, 2025 Report (Lessee's HNTB Work)

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

5200 Waterford District Drive, Suite 900
Miami, FL 33126

Telephone (305) 551-8100
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HNTB

10/14/2025

Abel A. Oporto, PE, CGC
Chief of Engineering and Commissioning
Facilities Management – Initiation, Engineering and Commissioning
Miami-Dade Aviation Department

Re: MIA Buildings 890 & 891 Type III Report ROM Revisions

At the request of MDAD, HNTB has revised the Rough Order of Magnitude (ROM) of Probable Cost of Repairs included in the Type III Inspection Report dated August 2024. All items listed are considered to be required to be repaired. Additionally, the following items were removed from the cost of repair list because they are MDAD required repair costs:

- Replacement of the FPL Underground feeder from building 889 to buildings 890, 891, & 896.
- Fire Main Replacement for building 890, 891, & 896.

Twenty-four percent (24%) for the contractor's overhead & profit are included. Indirect cost encompassing approximately 12% of the total cost of repairs include administration & office cost, project management, site facilities, permits & licensing, insurance, equipment depreciation & corporate overheads are included. The estimate of probable cost ROM constitutes the required repairs to the building as observed and noted in the August 2024 TYPE III Inspection Report.

Best regards,

Timothy R. Newsome
Section Manager – Construction Services / Office Delivery Manager

Timothy Newsome

Digitally signed by Timothy Newsome
DN: CN=Timothy Newsome, OU=Employees, OU=Domain Users, DC=hntb, DC=org
Reason: I am approving this document
Date: 2025.10.21 08:11:12-04'00'

ROUGH ORDER OF MAGNITUDE OF PROBABLE COST OF REPAIRS REQUIRED FOR
TYPE III MIA BUILDING 890

HNTB Revised 10/20/25

REQUIRED REPAIRS FOR RECERTIFICDATION

Item	Description	Qty.	Unit	Cost/ Unit	Cost	Total	Remarks
	STRUCTURAL REPAIRS REQUIRED FOR 30-YEAR RECERTIFICATION						
1	Repair cracks in CMU walls	1	LS	$1,750.00	$1,750		A-14 A
2	Repair spalling at steel column concrete encasement	1	LS	3,500.00	3,500		A-15 C
3	Treat rust and paint hangar walls and doors steel framing.	1	LS	55,000.00	55,000		A-15 A
4	Replace corroded sidewall girts and metal wall panels	1	LS	20,000.00	20,000		A-14 B
5	Repair damaged hangar door bottom exterior metal panels	1	LS	15,000.00	15,000		A-12 B
6	Replace corroded exterior wall metal cladding	1	LS	8,500.00	8,500		A-11 B
7	Overhead door operational maintenance	1	LS	20,000.00	15,000		A-07 B
8	Replace exterior door to attic	1	EA	3,500.00	3,500		A-08 B
9	Replace exterior door lockset to attic	2	EA	750.00	1,500		A-08 C
10	Replace broken wire glass vision panel in hangar	1	EA	1,750.00	1,750		A-11 C
11	SUBTOTAL OF REQUIRED STRUCTURAL REPAIRS					$125,500	
	ELECTRICAL REPAIRS REQUIRED FOR 30-YEAR RECERTIFICATION						
12	Replace main Switchboard for Building 890 located in room 302 (277/480V 2000A)	1	EA	75,000.00	75,000		
13	Replace Pad-mounted Transformer located in room 302 and 1st floor corridor (112.5kVA)	2	EA	9,500.00	19,000		
14	Replace manual transfer switch with an Automatic Transfer Switch (ATS) located in room 302 (400A)	1	EA	6,000.00	6,000		
15	Replace Panelboard 3HDB located in room 302 (277/480V MCB 600A)	1	EA	20,500.00	20,500		
16	Replace emergency Panelboard EDP located in room 302 and panelboard 5HDA located in the attic level (277/480V MCB 400A)	2	EA	18,500.00	37,000		
17	Replace Panelboard 5EHC located in the attic level (277/480V MCB 200A)	1	EA	10,500.00	10,500		
18	Replace Panelboard 5HD located in the attic level and Unknown panel located in 1st floor hangar (277/480V MCB 100A)	2	EA	8,500.00	17,000		
19	Repair panel 1HDD open knockouts with UL listed knockout closure fittings	1	EA	300.00	300		
20	Treat corrosion observed in panels 1HDF, 1DB, 1F, and 1HDK.	4	EA	700.00	2,800		
21	Replace Lights that are no longer functioning on hangar ceiling	20	EA	600.00	12,000		
22	Equipment Rental to replace non functioning Lighting in the hangar ceiling	5	DAY	750.00	3,750		
23	SUBTOTAL OF REQUIRED ELECTRICAL REPAIRS					203,850	
24	ROM FOR TOTAL REQUIRED REPAIRS FOR 30-YEAR RECERTIFICATION					**$329,350**	
	REQUIRED MAINTENANCE REPAIRS						
	ARCHITECTURAL						
25	Repair concrete slab cracks in hangar floor	2,500	LF	$25.00	$62,500		*Repairs required where there is vertical displacement A-16 (A,B)*
26	Replace deteriorated sealant in hangar conc. floor joints	5,500	LF	35.00	192,500		
27	Repair concrete cracks in 2nd and 3rd floor	1	LS	3,500.00	3,500		*Repairs required where there is vertical displacement A-16 (C), A-17(A,B)*
28	Repair concrete cracks in stair landings	1	LS	2,700.00	2,700		*Repairs required where there is vertical displacement A-17 C*
29	Fire seal through wall penetrations	2	EA	800.00	1,600		*Required A-13 (B)*

REQUIRED REPAIRS FOR RECERTIFICDATION

Item	Description	Qty.	Unit	Cost/ Unit	Cost	Total	Remarks
30	Repair spalled sprayed apply fireproofing	1	LS	1,500.00	1,500		*Required A-12 C, A-13 (A)*
31	Replace missing panic device lock cover	1	EA	350.00	350		
32	SUBTOTAL OF ARCHITECTURAL MAINTENANCE REPAIRS					$264,650	
	MECHANICAL						
31	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-1(31) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LS	13,100.00	13,100		*Required*
32	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-2(30) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LS	13,100.00	13,100		*Required*
33	Replace the damaged or missing sections of supply ductwork insulation. Address the cause of sweating condensation on the AHU-3(29) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LS	2,800.00	2,800		*Required*
34	Replace the damaged or missing sections of supply ductwork insulation. Address the cause of sweating condensation on the AHU-4(28) housing. Clean evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 3rd-floor.	1	LF	12,900.00	12,900		*Required*
35	Replace the damaged or missing sections of supply and return ductwork insulation for the Fan-coil serving the elevator machine roon. Clean the evaporator coil and condensate water pan. Replace air filter. Equipment is located in the 3rd-floor.	1	LS	12,800.00	12,800		*Required*
36	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-27 housing. Clean the evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 2nd-floor.	1	LS	14,100.00	14,100		*Required*
37	Replace the damaged or missing sections of supply ductwork insulation. Replace damaged condensate drain line insulation. Address the cause of sweating condensation on the AHU-26 housing. Clean the evaporator coil and condensate water pan. Replace air filters. Equipment is located in the 2nd-floor.	1	LS	13,100.00	13,100		*Required*
38	Replace the damaged insulation sections of the supply and return chilled water pipes in the 3rd floor above the Tel. closet area.	1	LS	7,200.00	7,200		
39	Repair leak at fire protection backflow preventer valve	1	LS	3,000.00	3,000		*Required*
40	Perform the annual fire pump flow test for each fire pump assembly.	1	LS	8,600.00	8,600		NOV; *Required*
41	Perform the annual maintenance of the foam fire suppression protection system in accordance with NFPA 11.	1	LS	17,000.00	17,000		NOV; *Required*
42	SUBTOTAL OF REQUIRED MECHANICAL MAINTENANCE REPAIRS					117,700	
	ELECTRICAL						
43	Panelboard Maintenance (Clean panels per NFPA 70B)	10	EA	150.00	1,500		*Required*
44	Replace Duplex Receptacle located in fire pump room 103	1	EA	100.00	100		*Required*
45	Replace GFI Receptacle	2	EA	275.00	550		*Required*
46	Light Replacement (Fire Pump Rooms)	4	EA	400.00	1,600		*Required*
47	Light Replacement (Building Exterior)	2	EA	1,700.00	3,400		*Required*
48	Implement proposed electrical circuitry and controls for hangar door operation	1	LS	4,000,000.00	4,000,000		Line added 12.04.24; *Required*

REQUIRED REPAIRS FOR RECERTIFICDATION

Item	Description	Qty.	Unit	Cost/ Unit	Cost	Total	Remarks
49	Install lightning protection system on Building 890	1	LS	135,000.00	135,000		
50	Junction Box Covers Installation	3	EA	50.00	150		*Required*
51	SUBTOTAL OF REQUIRED ELECTRICAL MAINTENANCE REPAIRS					4,142,300	
52	**ROM FOR TOTAL REQUIRED MAINTENANCE REPAIRS**					**$4,524,650**	
	APRON / PAVEMENT						
53	Selective replacement of concrete apron slabs and temporary repairs where required	1	LS	$4,591,000.00	$4,591,000		Limited to immediate selective replacement & temporary repairs only; *Required* C-01
54	SUBTOTAL OF REQUIRED APRON PAVEMENT REPAIRS					**$4,591,000**	
55	**TOTAL OF REQUIRED REPAIRS FOR BUILDING RECERTIFICATION, MAINTENANCE, AND APRON/PAVEMENT REPLACEMENT**					**$9,445,000**	
56	Overhead/Profit (24%)					2,266,800	Contractor OH & P
57	A/E Services (9%)					850,050	
58	Construction Test & Specs Insp Srvs (2.5%)					236,130	
59	Indirect Cost (12%)					1,133,400	Admin & Office Costs, Project Management, Site Facilities, Permits & Licenses, Insurance, Equipment Depreciation & Corporate Overheads
60	Contingency (20%)					0	
61	REQUIRED REPAIRS SUBTOTAL					$13,931,380	
62	Market Factor Inflation (2024) 6%					0	
63	SUBTOTAL					$13,931,380	
64	Escalation 2 yrs (6%)					0	
65	**TOTAL ROM OF REQUIRED REPAIRS**					**$13,931,380**	

EXHIBIT 03
Adjacent Site

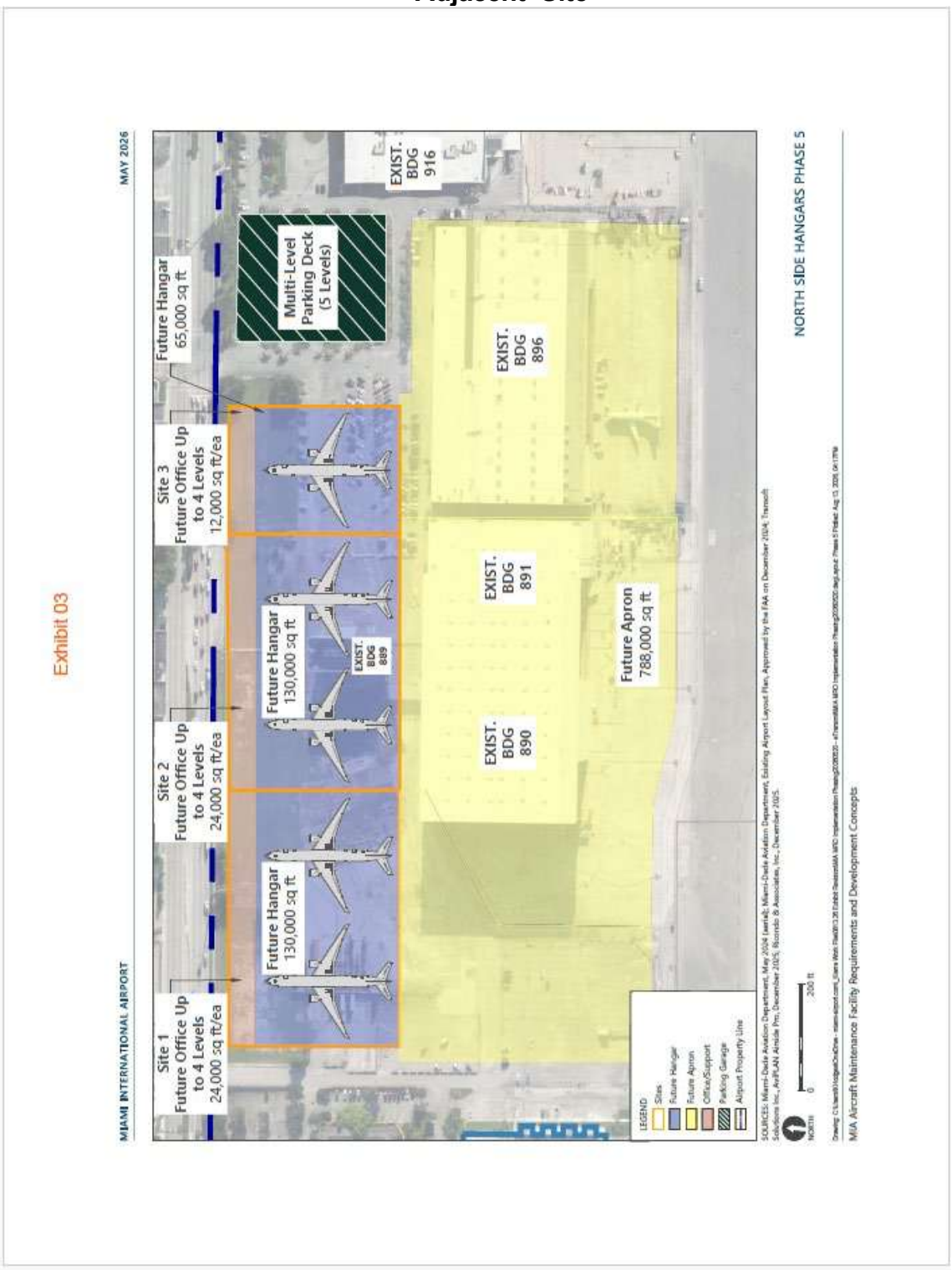


EXHIBIT 04
Common Use Public Parking Area



EXHIBIT 05
Annual Rent and Monthly Rent Payments

Exhibit 05 (Page 1 of 2)

$67.8M		Year 1		Year 2		Year 3		Year 4	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 4.00	$ 1,257,120	$ 4.12	$ 1,294,834	$ 4.24	$ 1,333,679	$ 4.37	$ 1,373,689
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.15	$ 173,491	$ 1.18	$ 178,696	$ 1.22	$ 184,057	$ 1.26	$ 189,579
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.65	$ 20,500	$ 0.67	$ 21,115	$ 0.69	$ 21,748	$ 0.71	$ 22,401
Building 178,760 SF	178,760	$ 16.37	$ 2,925,689	$ 16.12	$ 2,882,155	$ 15.87	$ 2,837,316	$ 15.61	$ 2,791,131
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

$67.8M		Year 5		Year 6		Year 7		Year 8	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 4.50	$ 1,414,900	$ 4.64	$ 1,457,347	$ 4.78	$ 1,501,067	$ 4.92	$ 1,546,099
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.29	$ 195,266	$ 1.33	$ 201,124	$ 1.37	$ 207,158	$ 1.41	$ 213,372
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.73	$ 23,073	$ 0.75	$ 23,765	$ 0.78	$ 24,478	$ 0.80	$ 25,212
Building 178,760 SF	178,760	$ 15.35	$ 2,743,561	$ 15.07	$ 2,694,564	$ 14.79	$ 2,644,097	$ 14.50	$ 2,592,116
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

$67.8M		Year 9		Year 10		Year 11		Year 12	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 5.07	$ 1,592,482	$ 5.22	$ 1,640,256	$ 5.38	$ 1,689,464	$ 5.54	$ 1,740,148
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.46	$ 219,774	$ 1.50	$ 226,367	$ 1.55	$ 233,158	$ 1.59	$ 240,153
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.82	$ 25,968	$ 0.85	$ 26,747	$ 0.87	$ 27,550	$ 0.90	$ 28,376
Building 178,760 SF	178,760	$ 14.20	$ 2,538,576	$ 13.89	$ 2,483,429	$ 13.57	$ 2,426,628	$ 13.25	$ 2,368,123
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

$67.8M		Year 13		Year 14		Year 15		Year 16	
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate
Land Total 314,280 SF	314,280	$ 5.70	$ 1,792,353	$ 5.87	$ 1,846,123	$ 6.05	$ 1,901,507	$ 6.23	$ 1,958,552
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.64	$ 247,357	$ 1.69	$ 254,778	$ 1.74	$ 262,421	$ 1.79	$ 270,294
Landside Vehicular Pavement 31,538 SF	31,538	$ 0.93	$ 29,228	$ 0.95	$ 30,105	$ 0.98	$ 31,008	$ 1.01	$ 31,938
Building 178,760 SF	178,760	$ 12.91	$ 2,307,862	$ 12.56	$ 2,245,794	$ 12.21	$ 2,181,864	$ 11.84	$ 2,116,016
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733

Exhibit 05 (Page 2 of 2)

$67.8M		Year 17		Year 18		Year 19		Year 20		Total
		Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	Rate PSF	Annual Rate	
Land Total 314,280 SF	314,280	$ 6.42	$ 2,017,309	$ 6.61	$ 2,077,828	$ 6.81	$ 2,140,163	$ 7.01	$ 2,204,368	
Airside Aircraft Pavement 150,862 SF	150,862	$ 1.85	$ 278,403	$ 1.90	$ 286,755	$ 1.96	$ 295,357	$ 2.02	$ 304,218	
Landside Vehicular Pavement 31,538 SF	31,538	$ 1.04	$ 32,896	$ 1.07	$ 33,883	$ 1.11	$ 34,899	$ 1.14	$ 35,946	
Building 178,760 SF	178,760	$ 11.46	$ 2,048,192	$ 11.07	$ 1,978,334	$ 10.66	$ 1,906,380	$ 10.25	$ 1,832,268	
Annual			$ 4,376,800		$ 4,376,800		$ 4,376,800		$ 4,376,800	**$ 87,535,993**
Monthly			$ 364,733		$ 364,733		$ 364,733		$ 364,733	

EXHIBIT K-03

Environmental Reports, Remedial Action Plans and Site Sketch

[to be inserted][2]

[2] NTD: MDAD to complete an environmental site assessment prior to signing (necessary for purposes of a baseline for the Baseline Environmental Conditions).

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

Pursuant to Article 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**

☐ **Not Applicable** – The Tenant does not store or use chemicals at the Leasehold Premises.

Company's Name: _____

Signature: _____

Date: _____

_____

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
- Dangerous Goods
- Employees Training Programs and Records.

EXHIBIT – Y

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

PURPOSE

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

DEFINITIONS

A/E	Tenant's State Registered Architect or Engineer responsible for the design of the project
APP	Art in Public Places
BIM	Building Information Modeling
BMWS	Business Management Workforce System
CA	Contract Administration
CD	Construction Documents
COA	Certificate of Assurance
DEP	Department of Environmental Protection
DERM	Department of Environmental Resources Management
DGM	Design Guidelines Manual
FAA	Federal Aviation Administration
GA	General Aviation
GSA	General Services Administration
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport Construction
MDAD	Miami Dade Aviation Department
NTP	Notice to Proceed
OERR	Office of Environmental Risk and Resilience
Property Mgr.	Real Estate or Concessions Manager of the Property
Q/C	Quick Check
RER	Regulatory and Economic Resource
SBE	Small Business Enterprise
SBED	Small Business Engagement Division
SBWWR	Small Business, Wage and Workforce Requirements
SPD	Strategic Procurement Department
TAC-N	Tenant Airport Construction Non-Reimbursable Project
Tenant	Business Partner, Lessee

GENERAL INFORMATION

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

When an airport Tenant wishes to improve or expand a leasehold area, the Tenant shall contact the Miami-Dade Aviation Department (MDAD) Property Manager to discuss the proposed improvement or expansion. The Property Manager or designee determines whether the proposed design and construction will be a reimbursable or a non-reimbursable project.

If the determination is that the proposed design and construction are non-reimbursable, the Tenant shall submit a letter to the Property Manager requesting a TAC-N Project. The Property Manager shall verify that the TAC-N Procedures are included in the Lease Agreement. If the TAC-N Procedures are not mentioned in the Lease Agreement, it shall be discussed with the Real-Estate Management Division.

The Property Manager informs Small Business Engagement Division (SBED) of the proposed TAC-N project and sends the Lease Agreement and all related documents to SBED for review prior to a consultation meeting.

The Property Manager holds a Project Improvement Consultation Meeting with the Tenant and SBED to explain TAC-N Procedures, State and County requirements such as: Strategic Procurement Department (SPD) Applicable Programs and Systems, **Tenant Airport Construction Non-Reimbursable (TAC-N) Projects procedures (A_FD0-111-P)**, TAC-N Flow Chart, MDAD Design Procedures, Fine Arts & Cultural Affairs Program Art in Public Places (APP) and other requirements as applicable.

The Tenant shall submit a **TAC-Non-Reimbursable Project Information (Form B_FD1-080)** to the Property Manager requesting MDAD approval of the project, which shall include the following attachments:

- Conceptual sketches or detailed narrative description of scope of work
- Completed **TAC-Non-Reimbursable Project Information (Form B_FD1-080)** providing the following information:
  - ✓ Project Name
  - ✓ Scope of Work (project description)
  - ✓ Project Cost (Tenant's estimate) broke down between design and construction.
  - ✓ Tenant's Name and Contact Person's name, emails, and telephone numbers.
  - ✓ Verification that the Tenant has been instructed on MDAD insurance responsibilities and MDAD TAC-N procedures and requirements.
  - ✓ Verification that the Tenant has been instructed on the County's SPD Applicable Programs and Systems

The Property Manager or designee shall prepare a **TAC-N Project Quick Check Form (Form C_FD1-090)** and forward it to the following MDAD Divisions; Facilities Development Planning, Facilities Development Design, Facilities Management Maintenance Engineering, Safety and Security, Terminal Operations (for projects in the MIA Terminal Complex), and others as appropriate, for review and approval. During the approval of the Quick Check (Q/C), MDAD Planning Division will assign a Project Number and Title for TAC-N projects in their designated space on the **Form C_FD1-090.** Departments will have 7 days to return comments and responses to the Q/C review.

If the TAC-N Project Q/C Form is approved, then the Property Manager shall issue a **Concept Approval Letter (Form D_FD1-100)** to the Tenant, advising the Tenant to proceed with the project and addressing compliance with MDAD Design Guidelines, TAC-N design and construction procedures and SPD Programs and Systems. The Property Manager shall forward a copy of the letter to the Deputy Aviation Directors and the following Assistant Aviation Directors: Facilities Development, Facilities Management & Engineering, Business Retention & Development, and others as appropriate. The Property Manager shall send a **TAC-N Project Manager Assignment Request (Form E_FD1-110)** with results of Q/C reviews and copying all attachments to the Maintenance Engineering Chief.

PROCEDURES for DESIGN and CONSTRUCTION

The Maintenance Engineering Chief shall issue a **TAC-N Hand-Off Package (Form F_FD1-120)** providing details and requirements of the project and will designate a TAC-N Project Manager.

1. The TAC-N Project Manager shall provide a **Letter of Introduction (Form G_FD1-130)** to the Tenant with copies of the **Tenant Airport Construction Non-Reimbursable (TAC-N) Projects Procedures (A_FD0-111-P)**, SPD Applicable Programs & Systems **(Document H), Office of Environmental Risk and Resilience (OERR)** IO 8-8 Memorandum, MDAD BIM and CAD Manuals, and APP procedures detailing the compliance items required for Tenant.

2. The TAC-N Project Manager shall hold an introduction meeting with the Tenant, SPD, SBED, OERR, and APP, as applicable. The Tenant shall submit all project related documents to the TAC-N Project Manager prior to advertisement or award of the Architect/Engineer (A/E) services and/or contract for construction.

   If the project's design or construction cost, respectively, is greater than or equal to $200,000.00 then it shall comply with SPD's Small Business Enterprise (SBE) measure(s). See Pre-Award Project Cost Breakdown (**Document H - Attachment 1**).

   If the project's design or construction cost, respectively, is below $200,000.00 then zero measures will be applied to the project.

3. The TAC-N Project Manager shall submit the SPD Departmental Input Form (**Document H – Attachment 2**) to SBED for review of recommended SBE – A/E and/or CON (construction) measures. The input form along with the project package and cost breakdown, if applicable, will be sent to SBED. SBED submits project documents to SPD for review and approval. This applies to all projects regardless of cost.

4. SPD shall deliver measure recommendation(s), approved applicable Responsible Wages and Construction type through a Project Worksheet to SBED and the TAC-N Project Manager (**Document H - Attachment 3**). SPD Worksheets that are returned with No Measures and no Wage Requirements can skip steps 6 – 8 seen below.

5. The Tenant shall enroll in the Miami-Dade County's Business Management Workforce System (BMWS) by visiting https://mdcsbd.gob2g.com/ and submit their Utilization Plan (UP) listing their prospective subcontractors.

6. Upon receipt, SPD will review the Utilization Plan (UP), confirm subcontractor participation, and approve.

7. SPD will submit a compliance review memo (**Document H - Attachment 4**). The Tenant cannot execute a contract with A/E and/or Contractor until the Tenant has received the SPD Compliance Review Memo approving of the Utilization Plan (UP) in BMWS.

DESIGN PHASE STARTS

A. It is the responsibility of the Tenant through its Architect/Engineer (A/E) to:

- Obtain copies of relevant As-Builts drawings from MDAD Technical Support Division, via email to MDADtechsupport@miami-airport.com where the tenant can request the "external document request form."
- Verify field conditions, including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, and connecting points for all utilities, fire protection, and smoke evacuation systems.
- Ensure that if the project is located at the MIA Terminal and Concourse Complex, including the upper and lower vehicular drives and the parking garages serving the complex, the design follows the MDAD Design Guidelines Manual (available from MDAD Technical Support with the authorization from the TAC-R Project Manager). Projects in the cargo areas and at the General Aviation Airports need only meet civil work Design Guidelines or as noted per the terms of the lease. Reference MDAD Design Procedures and **Tenant Airport Construction Non-reimbursable (TAC-N) Projects Procedures for Design and Construction (Document A_FD0-110-P)**.
- The Tenants' A/E shall initiate a **Request for Waiver or Permanent Modification of a Design Guideline (Form J_FD3-027)**. Refer to **Waivers and Modifications to the Design Guidelines Manual (Procedure I_FD3-027-P)** on how to submit Form J, if applicable.

- The responsibility for the design and compliance with all applicable codes, standards, and ordinances rests solely with the Tenant's Architect/Engineer of Record.
- Comply with MDAD security requirements, which if at MIA includes installation of Matrix system where and as applicable. For more information, please refer to the DGM.
- A/E of Record shall coordinate requirements for compliance with R.E.R Miami-Dade Department of Environmental Resources Management (DERM) and Florida Department of Environmental Protection (DEP) requirements as applicable.
- A/E of Record shall coordinate with Aviation Fire Life Safety Bureau during the design process as applicable. Obtain a MDAD Miscellaneous Asbestos Recovery Contract Status Report for the project from MDAD Environmental Engineering Division (305-876-8326).
- Each sheet of the construction plans shall be identified with a title box that includes the following information:

PROPERTY OWNER:	MIAMI-DADE AVIATION DEPARTMENT
ADDRESS:	P.O. BOX 025504, MIAMI, FLORIDA 33102-5504
TAC-N PROJECT MANAGER:	
TAC-N PROJECT MANAGER PHONE:	e-mail:
PROJECT OWNER/ LESSEE:	
ADDRESS:	
TENANT PROJECT MANAGER:	
TENANT PROJECT MANAGER PHONE:	e-mail:

B. Upon completion of 30%, 75%, and/or 100% Construction Documents (CD), the Tenant or its A/E shall submit the electronic pdf copies of CDs to the TAC-N Project Manager for review. In addition, the Tenant or A/E shall submit the files in CAD/BIM format to the TAC-N Project Manager at each phase for review. Hard copies may be requested by MDAD Department Reviewers, depending on the complexity of the plans.

C. The TAC-N Project Manager transmits the electronic copies of CDs to pre-determined reviewers for the MDAD In-House Review: the MDAD Division reviewers, including any applicable Agencies and MDAD Consultant - Bond Engineering Firm (HNTB). The TAC-N Project Manager shall include a **Design Review Transmittal (Form K_FD3-009)** with the CDs notifying the reviewers of the commencement of the review. During each MDAD In-House Review cycle, the CDs undergo a 14-calendar-day review period.

D. The TAC-N Project Manager is responsible for compiling all comments/concerns to the Tenant. The Tenant shall confirm receipt of all review comments from the TAC-N Project Manager, at the end of every review. The TAC-N Project Manager shall ensure that comments and issues introduced by reviewers are discussed and resolved.

E. For the 100% Construction Documents, one of these sets shall have the A/E of Record's signature and seal on every design sheet and on the project manual, if provided.

F. If the 100% Review does not meet reviewers' satisfaction, the Tenant shall submit back-check sets of 100% Construction Documents with all reviewer-required changes incorporated, and response sheets addressing all comments/concerns submitted by the reviewers. The review cycle will be repeated as necessary until all design comments are resolved to the satisfaction of the reviewers.

G. The TAC-N Project Manager will be responsible for obtaining the required plan reviewers' signatures on the **TAC-N Design Review - 100% C.D Backcheck (Form L_FD3-062)** indicating that the comments have been complied with and incorporated into the revised 100% permit-ready set. The 100% construction drawings submitted for back-check must be accompanied by a letter to the TAC-N Project Manager on the A/E's company's letterhead requesting a **TAC-N Letter of Concurrence (Form M_FD5-017)** to be provided to the Tenant. The A/E's letter must contain the following two paragraphs verbatim:

> This letter will serve as our request for the issuance of your TAC-N Letter of Concurrence for the above referenced project that will allow the Tenant to apply for a Building Permit.
>
> As the Tenant's Architect/Engineer of Record, we have satisfied all comments and issues originating from the TAC-N Design Review process by means of revisions to the 100% Construction Documents. These revisions will produce a project in compliance with all MDAD and Federal Aviation Administration requirements. Further, we realize that the final responsibility for the design and compliance with all applicable codes, standards, and ordinances rests solely with the Tenant's Architect/Engineer of Record.

H. Upon completion of the MDAD In-House review the Tenant or A/E shall submit the project files in CAD and BIM format to the TAC-N Project Manager.

I. The following steps J - O, detailed below, are only if the SBE-CON (construction) measures were not submitted with the A/E measures after the introduction meeting with the TAC-N Project Manager. If SBE-CON (construction) goals were previously determined and approved, then skip steps J - O.

J. Prior to advertisement or award of contract for construction and if the construction cost exceeds $200K, a cost breakdown by division shall be submitted to the TAC-N Project Manager. [Pre-Award Project Cost Breakdown (**Document H – Attachment 1**)]. The TAC-N Project Manager shall submit SPD Departmental Input Form (**Document H - Attachment 2**) along with the project package and cost breakdown to SBED. SBED submits project documents to SPD for review and approval.

K. K. SPD shall deliver measure recommendation(s), approved applicable Responsible Wages and Construction type, through a Project Worksheet to SBED and the TAC-N Project Manager (**Document H - Attachment 3**).

L. The Tenant shall enroll in the Miami-Dade County's Business Management Workforce System (BMWS) by visiting https://mdcsbd.gob2g.com/ and submit their Utilization Plan (UP) listing their prospective subcontractors.

M. Upon receipt, SPD will review the Utilization Plan, confirm subcontractor participation, and approve.

N. SPD will submit a compliance review memo (**Document H - Attachment 4**). The Tenant cannot execute a contract with Contractor until Tenant has received the SPD Compliance Review Memo approving of the Utilization Plan (UP) in BMWS.

O. The Tenant shall select a contractor to perform the work, if not previously done.

P. Upon receiving approval through the MDAD In-House Review process and completion of contractor procurement, the Tenant shall ensure that construction commences within four

(4) months. In the event of a delay, failure to proceed, or lack of responsiveness by the Tenant, the TAC-N Project Manager shall escalate the matter to Real Estate Management for review. MDAD reserves the right, at its sole discretion, to suspend, terminate, or otherwise cancel the project as deemed appropriate.

Q. TAC-N projects, as per the terms of the lease or amended Lease Agreement, require that the following documents be submitted and approved prior to the issuance of the Letter of Concurrence and prior to construction.

- Building Permit application - Filled out, signed, and notarized by the Prime Contractor.
- Proof of payment in the amount that represents 1% of the budgeted construction hard costs for reimbursement of MDAD Building Department fees. (See Item Q below)
- Certificate(s) of Insurance required. (See Item R below)
- Payment & Performance Bond, if applicable. (See Item S Below)
- Contract completion bond, if required by the Lease Agreement.
- SPD Signed and Approved forms, Compliance Review Letter and Construction Workforce Plan (CWP) Approval, if applicable.

R. The Tenant shall provide the TAC-N Project Manager with a recently dated hard cost construction estimate for the project, with a 1% cost calculated for permit fees. The TAC-N Project Manager shall then request an invoice from finance/accounting for the 1% calculated amount of the construction hard costs for reimbursement of MDAD Building Department fees. The invoice is requested by a **Memorandum ("Invoice to cover the Bldg. Permit fees from Tenant")** sent to the finance department. The TAC-N Project Manager shall forward the 1% invoice to the Tenant. The Tenant is then responsible for paying the amount to the finance department.

S. The TAC-N Project Manager shall advise the Tenant of the Miami-Dade General Services Administration (GSA) Risk Management Division insurance requirements. The Tenant is responsible for reviewing their Lease Agreement with the Property Manager, for all details and requirements of insurance coverage for projects within their lease hold. The Tenant shall provide recently issued copies of certificate(s) of insurance for all their contracted companies to the TAC-N Project Manager who shall request MDAD Risk Management to review/approve.

T. In accordance with the Florida Statue #255.05 on projects where the contract value is above $200K a Payment & Performance Bond is required. The Tenant shall submit the recorded/certified bond to the TAC-N Project Manager who will transmit it to Risk Management for review and approval. The following information is required regarding the Payment Bonds:

- Bond amount should be for the total contracted value of the Project, as per the Florida Statue.
- Bond shall include the TAC-N Project number and name.
- Miami Dade County shall be listed as the Oblige or additional Oblige.
- Bonds need to be recorded/certified with the Clerk of the Board (COB) before submittal to MDAD Risk Management for approval.

U. The TAC-N Project Manager shall hold a pre-construction meeting. The TAC-N Project Manager, SPD, Security, Operations, Property Manager, and any other applicable divisions shall attend the Pre-Construction Meeting.

V. If Applicable, SPD issues their Construction Workforce Plan Approval Form to be signed by the Tenant.

W. Upon satisfactory review and compliance of all MDAD Divisions and Miami Dade County agencies, the TAC-N Project Manager shall issue the TAC-N Letter of Concurrence (Form M_FD5-017), additionally signed off by MDAD Risk Management.

X. The completed permit application shall be signed by an authorized MDAD Owner's Representative (Facility Development or Facility Management Assistant Director). The Letter of Concurrence, a copy of the Miscellaneous Asbestos Recovery Contract (MARC) report, if required, digitally signed and sealed permit ready sets, the signed building permit application and the contact information sheet shall be submitted to RER. The Tenant shall submit all necessary documents to the Miami-Dade Department of Regulatory and Economic Resources (RER) through the online portal found on their website under permits: https://www.miamidade.gov/global/economy/home.page For questions and forms, the Satellite Office may be reached at (305) 869-1086.

START OF CONSTRUCTION PHASE

A. Prior to commencement of construction, the Tenant shall submit all relevant copies of the construction documents to the TAC-N Project Manager. This includes but is not limited to the permitted plans, permit cards, construction schedule, schedule of values, etc. The Tenant shall also provide the CAD and BIM files of the permitted plans. Any subsequent revisions to these documents shall be submitted to the TAC-N Project Manager as they are issued during the construction period.

B. It is the decision of the TAC-N Project Manager to determine, based on the complexity and magnitude of the project, if frequently scheduled construction meetings are required. Furthermore, site visits may be required and regularly scheduled. The Tenant's A/E and contractor, the TAC-N Project Manager, or designee, and others, as may be required, will attend the construction meetings.

C. The TAC-N Project Manager shall monitor construction progress, periodically visit the jobsite, and keep record of all Regulatory and Economic Resources (RER) Construction Permits until permits are closed. It is the responsibility of the Tenant through its Contractor to:

- Coordinate schedules and locations for material deliveries to MIA with MDAD Landside Operations (305) 876-7086, Terminal Operations (305) 876-7279 and/or General Aviation (GA) Airport Manager.
- Coordinate airside access at MIA with MDAD Airside Operations Division (305) 876-7482 and/or GA Airport Manager.
- Coordinate MIA identification badging and security orientation requirements with MDAD Safety and Security Operations Division (305) 876-4028 and/or GA Airport Manager.
- Coordinate utility information and issues, including shutdown procedures, with MDAD Maintenance Engineering (305) 869-3874.
- Coordinate requirements and specific procedures for obtaining Miami-Dade RER, Department of Environmental Resources Management (DERM) and Florida Department of Environmental Protection (DEP) permits for dewatering, excavating, trenching, stockpiling, and/or disposal of contaminated material activities with the MDAD Civil Environmental Engineering Division (305) 869-1299.

D. The Tenant Prime Contractor and subcontractors shall update the County BMWS monthly to track compliance with SBE contract measures and subcontractor payments by submitting monthly certified payrolls into the SPD LCP Tracker system. SPD shall do periodic audits of certified payrolls (via LCP tracker) to verify compliance with their division program requirements.

E. Change orders to a TAC-N Project that either increases the scope of work and cost or

reduces the scope of work and cost requires the re-submittal of SPD Input Form (**Document H - Attachment 2**) addressing the change that may increase or decrease their goal/wage requirement previously issued. The tenant shall submit the change order through their TAC-N Project Manager.

F. Depending on a project's complexity, at project completion a walk-through may be scheduled and coordinated by the TAC-N Project Manager.

G. Commissioning of equipment that is to be maintained by MDAD shall be commissioned by MDAD Facilities Management and Engineering Division in accordance with MDAD Commissioning procedures.

H. The Tenant shall submit to the TAC-N Project Manager copies of the following documents at project completion within 30 days:

- Electronic proof of Permit Inspection History.
- Certificate of Occupancy (CO) or Certificate of Completion (CC) within 30 days of issue; and proof that all construction permits have been closed out by the tenant's Contractors.
- Copies of all test reports stipulated in the Contract Documents.
- Certification that MDAD commissioning occurred for all equipment to be maintained by MDAD, stipulated in Item G above.
- Warranties, service manuals, maintenance instructions, etc. and training for all equipment that will be maintained by MDAD.
- Provide proof that MDAD received spare parts, maintenance materials, and attic stock materials, as applicable to the Project for all equipment that will be maintained by MDAD.
- Submittal of As-Built Records, in format stipulated below in Item I.
- Provide copies of final releases or acceptable Consent(s) of Surety for all contractors, subcontractors and suppliers involved with the project.
- Certification by the Tenant's A/E of Record that all punch list issues have been successfully resolved.
- Certificate of final payment to Tenant's design professionals (A/E of Record)
- A/E Certification Statement: A letter certifying that the project was constructed and inspected by the A/E of Record; and completed in compliance with MDAD DGM and applicable construction codes.
- SPD confirmation of compliance with all applicable requirements.
- Provide a certified construction costs verification and/or certified audit including all supporting construction cost documents required to verify final costs of improvements performed by the Tenant under the TAC project.

I. All TAC-N projects shall utilize BIM (Building Information Modeling) methodology in their Design and Construction Phases. Please request a copy of this information (Manual & Support Files) from the Facilities Management Division - Technical Support Group. All work and development involving BIM shall comply with the MDAD BIM Standards. Upon project completion, the Tenant or Tenant's A/E shall submit the BIM model and CAD files to the TAC-N Project Manager, who will send it to MDAD Technical Support Group for review and acceptance.

J. Once the Certificate of Occupancy has been issued, all As-Built Records in CAD and BIM formats have transferred to MDAD Technical Support Division, as well as all closeout requirements have been satisfied, the TAC-N Project Manager shall close the project. The TAC-N Project Manager shall issue a **TAC-N Project Closeout Memorandum (Form N_FD5-246)** to all relevant MDAD personnel at close-out of the project. The TAC-N Project Manager shall provide a copy to the Tenant.

K. The **MDAD TAC-N Procedure Flow Chart (Form O)** provides a comprehensive visual representation of the TAC-N Procedures outlined in this document, presenting each activity

in chronological order. The MDAD TAC-N Procedure Flow Chart incorporates a color-coded legend that identifies the party responsible for each activity, references the associated lettered Forms applicable to each step, and identifies the corresponding administrative timeline in calendar days. Please be advised that the MDAD TAC-N Procedure Flow Chart is a reference guide for the TAC-N Procedures (A_FD0-111-P) Revision 2026. The final timeline provides an estimate for guidance purposes only.

ASSOCIATED DOCUMENTS

1.	Form B FD1-080	TAC-Non-Reimbursable Project Information
2.	Form C FD1-090	TAC-N Project Quick Check Form
3.	Form D FD1-100	Concept Approval Letter
4.	Form E FD1-110	TAC-N Project Manager Assignment Request
5.	Form F FD1-120	TAC-N Hand-Off Package
6.	Form G FD1-130	Letter of Introduction
7.	Document H	SPD SBWWR Programs and Systems
8.	Procedure I FD3-027	Waivers and Modifications to the Design Guideline Manual
9.	Form J FD3-027	Request for Waiver or Permanent Modification of a Design Guideline
10.	Form K FD3-009	Design Review Transmittal
11.	Form L FD3-062	TAC-N Design Review - 100% C.D. Backcheck
12.	Memorandum	Invoice to cover the Bldg. Permit fees from the Tenant.
13.	Form M FD5-017	TAC-N Letter of Concurrence
14.	Form N FD5-246	TAC-N Project Closeout Memorandum

MDAD PROCEDURES FOR TENANT AIRPORT CONSTRUCTION REIMBURSABLE (TAC-R) PROJECTS

PURPOSE

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

DEFINITIONS

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

INSTRUCTION

GENERAL INFORMATION

Summary of Department Process for Design and Construction of TAC-R Projects:

Notwithstanding anything to the contrary herein, for Lessee's HNTB Work and Lessor's Certification Work, (i) the County's obligation to fund such work is not subject to tentative or other discretionary approval, (ii) Lessee may submit reimbursement requests monthly as work progresses, and (iii) to the extent of any conflict between these TAC-R procedures and the Agreement, Articles 4.11 and 5.05 of the Agreement shall control.

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

If the determination is that the proposed design and construction are reimbursable, the tenant must complete and submit **MDAD Form FD1-001 "TAC-R Project Request for Funding – Baseline"** requesting approval to design and construct the project, detailing the proposed construction and providing a proposed schedule and cost estimate.

The Property Manager informs Minority Affairs (MA) of the proposed TAC-R project and sends all related documents to MA for review.

The Property Manager holds a Project Improvement Consultation Meeting with the Tenant and MA to explain TAC-R Procedures and State and County requirements such as: SBD Applicable Programs and Systems, Tenant Airport Construction Reimbursable (TAC-R) Projects procedures, MDAD Design Procedures, Art in Public Places (AIPP) and other requirements as applicable. The Property Manager shall determine if the project requires Board of County Commissioners (BCC) approval.

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

MDAD quick check form shall include the following attachments:

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

If tentative approval is denied, the tenant is notified through MDAD Properties or Commercial Operations Manager.

If tentative approval is given, the tenant is so advised through MDAD Properties or Commercial Operations manager and is invited to a meeting with a project conceptual review team which includes the MDAD Planning, MDAD Design Chief, TAC-R chief, Minority Affairs Division to discuss the design process, bid and award process, construction and close out process. These discussions will include cost and schedule, and the identification of a TAC-R Project Manager.

There are standard MDAD procedures for the above-named processes. However, dependent on the complexity, size, location and cost of the project, the conceptual review team may, through the TAC-R chief, waive certain aspects of these standard procedural requirements.

Procedures for Design and Construction

1. The design of the project will entail the Selection of an Architect/Engineer. The procedures for this activity are outlined in MDAD Procedure FD1-050-P and FD2-010.

2. Upon selection, the A/E will be required to produce the following:

(a) A Planning Book in accordance with MDAD Procedure FD1-040-P;

(b) A Project Book in accordance with MDAD Procedure FD1-050-P;

(c) Design Documents in accordance with MDAD Procedure FD3-007-P; and

(d) Design includes Contract Formation in accordance with MDAD Procedure FD4-009-P.

3. Upon satisfactory completion of the design process, the project shall be bid and awarded for construction in accordance with MDAD Procedure FD4-011-P.

4. Satisfactory completion of the project is dependent on inspections consistent with MDAD Procedures for Substantial Completion and Beneficial Occupancy as outlined in MDAD Procedures FD5-195-P.

5. Upon satisfactory completion of item (4) above the project will be closed out in accordance with MDAD Procedures FD5-245-P and tenant will get reimbursed after form **FD5-265 "TAC-R Project Reimbursement Request"** is processed and reimbursement requirements are met.

6. The Project Manager shall be mindful of the fact that the above core MDAD Procedures with references to other Procedures together form the broad spectrum of management structures for the project.

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