MEMORANDUM

Agenda Item No. 8(A)(1)

TO:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	**DATE:**	October 6, 2022
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving 10-year Development Lease Agreement between Miami-Dade County, National Air Charters, Inc. and National Airport Services, Inc. for the construction and expansion of Building 716 C and D at Miami International Airport for an annual rental rate of $1,083,891.00 and one-time payment of $400,000.00 for work previously performed; authorizing the County Mayor to execute the Development Lease Agreement and exercise the provisions therein, including termination; and directing the County Mayor to provide the Development Lease to the County Property Appraiser in accordance with Resolution No. R-791-14

Resolution No. R-914-22

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

Geri Bonzon-Keenan
County Attorney

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Memorandum

Date: October 6, 2022

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

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Resolution Approving Lease Agreement No. C-011952 with National Air Charters, Inc. and National Airport Services, Inc. at Miami International Airport

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Executive Summary

Lease Agreement No. C-011952 allows National Air Charters (NAC) and National Airport Services (NAS), as business partners, to expand their existing leasehold premises at Miami International Airport (MIA) in order to facilitate the growth of their cargo business. The expansion includes the addition of approximately 47,726 square feet of land in Sections C and D of MIA Bldg. No. 716, of which 43,677 is warehouse space and 4,049 square feet is ground floor office space, plus 10,858 square feet of mezzanine office space and six (6) new vehicle parking spaces. The renovation work to be performed must adhere to Miami-Dade Aviation Department (Aviation Department or MDAD) standards and be completed within one year of the commencement date of Lease Agreement No. C-011952 unless project delays are caused by Force Majeure events.

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving a lease agreement entitled: "Lease Agreement between Miami-Dade County, Florida, as Lessor, and National Air Charters, Inc. and National Airport Services, Inc. as Lessees, Miami International Airport" (Lease Agreement C-011952) at MIA. Lease Agreement No. C-011952 authorizes NAC and NAS to renovate and expand their existing leasehold for a term of 10 years to accommodate their growing cargo business. The expansion will add approximately 47,726 square feet of land to their existing premises, including 43,677 square feet of warehouse space and 4,049 square feet of ground floor office space, plus 10,858 square feet of mezzanine office space and six (6) new vehicle parking spaces. Lease Agreement No. C-011952 also replaces and supersedes Lease Agreement No. 011987, which currently allows NAC and NAS to use the same warehouse and office space being proposed for lease in Lease Agreement No. C-011952 for one year until September 22, 2022.

Scope

MIA is located primarily within District 6, which is represented by Commissioner Rebeca Sosa. However, the impact of Lease Agreement No. C-011952 is countywide as MIA is a regional asset.

Delegation of Authority

The County Mayor or County Mayor's designee has the authority to execute Lease Agreement No. C-011952. Furthermore, as stipulated in the provisions of Lease Agreement No. C-011952, the County Mayor or County Mayor's designee has the option to terminate this lease prior to the expiration date, if NAC and NAS, among other things: (i) violate their terms, covenants, and conditions, or (ii) abandon the existing premises or the expanded premises, or (iii) fail to pay the rentals, fees, and charges when due.

Fiscal Impact/Funding Source
First, beginning on the effective date of Lease Agreement No. 011952, NAC and NAS shall pay the County a negotiated annual rental rate of $1,083,891 (subject to yearly increases) in 12 equal monthly installments of $90,324.25 on the first day of every month for the duration of the 10-year term estimated to total at minimum $10,838,910.

Second, NAC and NAS will pay a nonrefundable one-time consideration fee of $400,000, payable in five (5) equal payments of $80,000, to cover costs for work already performed by another MIA tenant on existing leasehold premises, who was in the process of renovating the premises. Because the tenant's project was terminated, NAC and NAS agreed to reimburse the monies the tenant had already spent. The first payment will be due on the effective date of Lease Agreement No. C-011952, thereafter, a payment will be due on the anniversary of the effective date of the lease.

Third, NAC and NAS will pay the greater of the monthly rent amount due (as adjusted yearly) or 7 percent of monthly gross revenues generated from NAC's and NAS's activities as defined in Article 2 of Lease Agreement No. C-011952.

Track Record/Monitor
Miami-Dade Aviation Department's (MDAD) Division Director for Real Estate Management, Michele Raymond, will monitor the implementation of Lease Agreement No. C-011952.

Background
In order to relocate a current MIA tenant, Swissport Cargo Services, L.P. (Swissport), warehouse and office space in Sections C and D of MIA Building No. 716 was in the process of being upgraded. However, Swissport made the decision to move into a different building, Building No. 711, for that reason, the warehouse and office space became available for lease. Because numerous inquiries were received from potential future tenants for the available space, a list of conditions was developed by the Aviation Department to promote transparency in the selection process and to rank the offers received from interested firms. See Exhibits L and L-1 (attached to Lease Agreement No. C-011952) to view the lease conditions and the offers received from potential future tenants. Since NAC and NAS offered the most rent revenue, they will occupy the lease space proposed in Lease Agreement C-011952 for a period 10 years with no provisions to decrease the size of leasehold premises.

NAC and NAS are authorized to do business in the State of Florida and are tenants at MIA as they currently occupy warehouse and office space in Sections C and D of MIA Bldg. No. 716 under Lease Agreement No. 011987 until September 22, 2022. Upon Board approval of Lease Agreement No. 011952, Lease Agreement No. 011987 will be replaced by Lease Agreement No. C-011952 and approximately 47,726 square feet of land will be added to the existing premises currently occupied by NAC and NAS, of which 43,677 is warehouse space and 4,049 square feet is ground floor office space, plus 10,858 square feet of mezzanine office space and six (6) new vehicle parking spaces. It should be noted that NAS currently occupies warehouse and office space in MIA Bldg. No. 716-E under a separate lease, Lease Agreement No. 010718, which has no connection or impact to Lease Agreement No. C-011952.

The available warehouse and office space in Sections C and D of MIA Bldg. No. 716 will be leased in its as-is condition and shall be restored, maintained, repaired, or renovated at NAC's and NAS's expense without seeking reimbursement from the County. Additionally, the renovation work must be performed accordingly to MDAD standards, and a Temporary Certificate of Occupancy must be obtained by NAC and NAS no later than one year from the effective date of Lease Agreement No. C-011952, except for delays caused by Force Majeure events as defined in Article 20.18 of said lease.

Lease Agreement No. C-011952 reflects the negotiated terms and conditions between NAC and NAS and the County, and includes among other things, all small business enterprise provisions applicable to architects and engineers in Section 2-10-4.01 of the Code of Miami-Dade County (Code); small business enterprise provisions applicable to construction activities under Section 10-33.02 of the Code; Art in Public Places under Section 2-11.15 of the Code; the "Little Davis-Bacon Ordinance", under Section 2-11.16 of the Code, Responsible Wages Ordinance under Section 2-11.16 of the Code; Responsible Wages and Benefits for County Construction Contracts - Implementing Order No. 3-24; and any other program of the County applicable to NAC and NAS activities, including the Department's Tenant Airport Construction Program in effect, as such procedures, programs, ordinances, or code provisions may be amended from time to time.

____
Jimmy Morales
Chief Operations Officer

Lease No.: C-011952
Cust. No.: NATI
Doc. Name: NATI11952

LEASE AGREEMENT BETWEEN **MIAMI-DADE COUNTY**, FLORIDA, AS LESSOR, AND **NATIONAL AIR CHARTERS, INC. AND NATIONAL AIRPORT SERVICES, INC.,** AS LESSEES, MIAMI INTERNATIONAL AIRPORT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of the day of _____________, 2022 (the "Commencement Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("County") and **NATIONAL AIR CHARTERS, INC. AND NATIONAL AIRPORT SERVICES, INC.**, Florida Corporations ("Lessees"), authorized to do business in the State of Florida.

WHEREAS, Lessees will lease the entire warehouse space at 716-C and D (43,677 sq. ft.), plus first floor offices (4,049 sq. ft.), and all mezzanine offices (10,858 sq. ft.) associated with such space; and

WHEREAS, the entire premises will be leased in its "As-Is" condition and shall be restored, maintained, repaired, or renovated at the Lessees' expense without seeking reimbursement from the Miami-Dade Aviation Department (MDAD); and

WHEREAS, Lessees acknowledge that all work associated with restoring, maintaining, repairing, or renovating said premises are subject to the construction requirements herein, TAC-N procedures, and other County regulations, including but not limited to SBD and RER requirements; and

WHEREAS, Lessees will pay MDAD a fee of $400,000.00, payable in five (5) equal payments of $80,000 per annum, as per Lessees' request. This fee will cover costs for work previously performed by a contractor that was renovating said space to be occupied by another tenant. Said project was cancelled because the tenant decided to relocate to another space; and

WHEREAS, Lessor and Lessees entered into a preliminary one-year lease agreement on September 1, 2021, for Lessees' use of the warehouse space at 716-C and D, and first floor office at 716-D. The parties acknowledged that such one-year lease would be superseded by a longer-term lease in order to further enable Lessees to enter into and complete the reconstruction work in accordance with requirements established during the negotiation process; and

WHEREAS, Lessees will sign a ten (10) years Lease Agreement with no provisions for a decrease in the size of the premises; and

WHEREAS, rates proposed by Lessees and accepted by MDAD during the negotiation process are as follows:

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Warehouse space: $17.00 per sq. ft.,
First floor office: $16.50 per sq. ft., and
Second floor office: $15.00 per sq. ft.

Rates are subject to adjustment on a yearly basis as stated in Article 3.05 ("Rental Rate Review").

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

ARTICLE 1
Term and Premises

1.01 Term:

Lessor hereby leases to the Lessees, and the Lessees hereby lease from Lessor, the premises described in Article 1.02 (Premises) hereof, for the purposes and uses set forth in Article 2 (Use of Premises) hereof, for a term of ten (10) years, commencing on the Commencement Date, and terminating 10 years thereafter, at 11:59 PM. on the ______ **day of** ______________, ***2032***, unless sooner terminated as provided for in section 1.05 or Article 13 herein.

1.02 Premises:

The Premises leased herein are located in Building 716-C & D in the Westside Cargo Area of Miami International Airport ("Airport"), and are more particularly described as follows and as shown on Exhibits **A, A-1, B** and **P**, dated September 1, 2021, attached hereto, and made a part hereof ("Premises"):

Building 716-C & D	ID Number	Sq. Ft.
Ground Lvel A/C Office at 716-C	87161430	2,292
Ground Lvel A/C Office at 716-C	87161450	234
Non A/C Warehouse at 716-C	117161400	18,865
Ground Lvel A/C Office at 716-D	87161540	353
Ground Lvel A/C Office at 716-D	87161520	1,170
Non A/C Warehouse at 716-D	117161530	24,812
Mezzanine A/C Office at 716-C	871620404	374
Mezzanine A/C Office at 716-D	871620510	414
Mezzanine A/C Office at 716-C and D	871620528	10,070
Vehicle Parking (spaces)		6
Land		47,726

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1.03 Suitability of Premises:

The Lessees acknowledge that the Premises are suitable for the Lessees' proposed use and that the County has no obligation to perform or cause to be performed any maintenance, repairs, clean-ups, painting, or the like. The Lessees' obligation under this Agreement, such as in Article 6.01(E) (Permits and Licenses), to obtain all operating permits required of the Lessee, shall not require the County to take any action or perform any tasks within the Premises to enable the Lessees to obtain such permits, including, but not limited to, certificates of occupancy, which shall remain the Lessees' exclusive obligation to perform in order to obtain such permits.

1.04 Adjustment of Premises:

(A) The Premises leased hereunder are subject to relocation or modification, by addition or deletion unilaterally conducted by the Miami-Dade Aviation Department (MDAD). Relocation or modification of the Premises may be requested by Lessees for an increase in space only, with the consent of MDAD. Articles 1.02 (Premises) and 3.01 (Annual Rental) hereof and the exhibits to this Agreement shall then be administratively adjusted, in writing, by MDAD and the Lessees to reflect such action. Relocation or modification at Lessees request shall be at Lessees' sole cost and expense. Relocation or modification conducted unilaterally by MDAD shall be at MDAD's sole cost and expense.

(B) The Lessees have been assigned, by MDAD, the Premises leased hereunder in a building which directly abuts an aircraft parking ramp, based on the flight activity and tonnage of cargo aircraft operators which are clients of the Lessees as of the date of this Agreement, or the Lessees' stated, written commitment that it intends to achieve such client cargo aircraft and tonnage activity within six months of the Commencement Date. In the event the Lessees fail to maintain activity at the Airport or fail to fulfill their commitment to do so within the six month period, unless such period is extended in writing by MDAD, MDAD shall have the right to require the Lessees to relocate to other cargo facility premises without direct ramp access, at the Lessees' sole cost and expense and, in such event, Articles 1.02 (Premises) and 3.01 (Annual Rental) of and the accompanying exhibits to this Agreement shall be administratively adjusted to reflect such relocation, upon not less than thirty 30 days written notice to the Lessee. Relocated space may not be similar in size, configuration or location to the Premises leased herein.

1.05 County Right to Terminate for Airport Development:

The County shall have the right, at any time during the term of this Agreement, to terminate the Agreement upon not less than 180 days' advance written notice to the Lessees, if the Premises are needed by the County for Airport development projects as approved by the Board of County Commissioners. Such termination shall not entitle the

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Lessees to any relocation costs, and in no event shall the County be responsible to the Lessees for any costs, damages, expenses, moving costs, loss of revenues, business interruption damages, or the like, caused by or arising out of such termination, nor shall such termination be deemed an eminent domain taking for any purpose.

1.06 Aircraft Parking:

The aircraft of airlines being handled by the Lessees in their warehouse shall be entitled to use aircraft parking position(s), as designated from time to time by MDAD, for the parking and ground handling of the Lessees regularly scheduled all-cargo flights, for time periods and at use fees as may be established from time to time by MDAD. It shall be the responsibility of the Lessees or the airline to request use and assignment of each parking position in advance to secure approval of such aircraft parking from MDAD, in accordance with procedures established from time to time by MDAD, and to pay the established rates and fees required for such use and assignment. MDAD shall make reasonable efforts to assign such aircraft-to-aircraft parking position(s) most convenient to the Premises leased by the Lessees hereunder, subject to availability and within the assignment procedures established by MDAD; provided, however the County shall have no liability to the Lessees or the airline if such parking position are not available for such assignment.

ARTICLE 2
Use of Premises

2.01 Authorized Use of Premises:

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

(A) As to the Ground Floor operational and office space:

(1) Receiving, storing, consolidating, and packaging of air cargo for airlines. Handling and pre-cooling of flowers and other perishable fresh produce cargo for third parties (Lessees' customers) including pickup and delivery, loading and unloading of aircraft (prohibited in the Terminal Building area), refrigeration, storage, consolidation and dispatch of flowers and other perishable cargo transported or to be transported by air or land.

(2) Transportation, from and to other designated premises, of air cargo of the Lessees' customers to and from the leased premises.

(3) Transportation of air cargo to and from aircraft, including the loading and unloading of such aircraft, except that such loading and unloading of aircraft is not authorized in the Terminal Building Area of the Airport. The maintenance and storage of cargo handling vehicles and equipment is prohibited except in the areas specifically

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leased by the Lessees hereunder, unless otherwise approved in writing by the Department.

(4) Preparation of manifests and other documentation and the performance of administrative functions directly related to the services provided pursuant Subsections (1) through (3) above.

(5) Operation of bonded and non-bonded warehouses.

(6) For normal office operations associated with the Lessees' cargo handling business.

(7) Such other activities as are directly related or incidental to the authorized cargo handling uses of the Premises.

(8) All activities listed above related to the Lessees' cargo handling business shall be performed by employees of the Lessees. There shall be no right of the Lessees to employ agents to perform activities hereunder unless such agents have authorization from the Department through permit or lease to operate on the Airport.

(B) Paved ramp space, immediately adjacent to the leased Premises, may be used for the following purposes only:

(1) Staging, loading, and unloading of air cargo shipped or to be shipped by the Lessees.

(2) Parking of operable aircraft service equipment of the Lessees related to their cargo activities.

(C) Ground Support Equipment Shop and maintenance space may be used for the following purposes only:

(1) Repair and maintenance of ground service equipment owned and operated by the Lessees and Lessees' customers.

(2) Shop operations related to the maintenance of ground support equipment owned and operated by the Lessees.

(3) Maintenance services provided to others.

(4) Rental of ground service equipment to other maintenance operators and airlines at Miami International Airport.

(D) The Lessees are prohibited from using the Premises for any purpose other than what is specifically listed above, including but not limited to the following prohibitions:

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(1) Storage of any fuel or chemical tanks.

(2) Storage of pallets, debris or FOD materials.

(3) Storage of derelict equipment.

(4) Painting and paint stripping.

(5) Maintenance work outside the Leasehold area and on the ramp.

(6) Parking of equipment outside of marked area.

The Lessees shall not permit these activities to interfere with designated service roads or fire lanes or so as to interfere with the activities of other.

2.02 Common Use Aircraft Parking Positions:

Common use aircraft parking positions, adjacent or proximate to the leased Premises, may be used for the following purposes only:

(A) For loading and unloading of all-cargo aircraft being handled by the Lessees.

(B) For the performance of transit or turnaround aircraft maintenance on all-cargo aircraft being handled by the Lessees.

(C) For the fueling and servicing of all-cargo aircraft being handled by the Lessees.

Common use aircraft parking positions shall not be used for the parking or storage of ground service equipment, containers or like equipment.

2.03 Vehicular Parking:

(A) Vehicular parking on the landside, immediately adjacent to the leased Premises may be used only as truck loading and unloading stalls and for business guest parking. The Lessees shall not park their own vehicles nor permit their officers or employees to park in such stalls.

(B) Common use public parking areas adjacent to or in the vicinity of Building 716 may be used only by employees, consultants, contractors, business guests of the Lessees and other tenants of the building and nearby buildings. Vehicles of the Lessees which are not required for day-to-day operations of the Lessees, or which are not operable shall not be parked at, in or near the building in which the Premises are located nor elsewhere on the Airport.

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

2.04 Cargo Handling of Others:

The handling of air cargo of other airlines and/or the cargo servicing of aircraft of others on or from the leased Premises is specifically prohibited, without the express, prior written approval of the Department, which approval, if granted, may be rescinded by the Department upon 30 days written notice. If such cargo handling or aircraft cargo servicing is so approved, the Lessees shall be required to pay the County a percentage (currently established at 7%) of the gross revenues received by the Lessees from such activities, in accordance with procedures (which procedures include a definition of gross revenues, payment and reporting requirements, audit requirements and the like) to be transmitted to the Lessees in connection with such approval. Failure of the Lessees to comply with such procedures shall constitute a default pursuant to Article 13.03 (Other Defaults) hereof.

2.05 Non-Flyable Aircraft:

Aircraft in non-flyable condition shall not be parked or stored on the leased Premises for a period in excess of 60 days without the prior written approval of the Department, which shall not be unreasonably withheld or delayed.

2.06 Renovation Work by Lessees for the Premises:

Lessees shall perform all renovation work that is required to make Building 716 C and D eligible for a Certificate of Occupancy ("CO") and suitable for Lessees' use of the Premises. The Renovation Work will be done to standards approved by MDAD, must be completed under Lessor's Tenant Airport Construction Non-Reimbursable program ("TAC'N"), must be completed in accordance with the approval of MDAD. Lessees agree to endeavor to complete the Renovation Work, sufficient for Lessees to obtain at least a TCO to allow Lessees to begin occupancy of Building 716 C and D by no later than one year after the Commencement Date, subject to delays resulting from Force Majeure (defined below); and provided no such delay shall in any way impact the terms of Section 3.01 below regarding the commencement for payments of full rental with respect to the Premises. Lessor shall not be liable or responsible for compensating Lessees for any costs associated with such Renovation Work. All related equipment and improvements made by the Lessees on the Premises must be removed by Lessees at lease expiration or termination, and the Premises restored to their original condition, normal wear and tear, and casualty, as provided in article 20.19, excepted.

2.07 Record of Drawings and Audit to be submitted to Lessor:

Within 105 days of Final Acceptance of the renovations, the Lessees shall furnish to the Lessor, at the Lessees' expense, a certified audit of the monies actually spent on the renovations, and one complete set of computer's produced drawing disc files

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(Autocad) of the Record Drawings in the size and format required by MDAD. The complete set of record drawings shall include all pertinent shop drawings as well as the Plans and Specifications as adjusted to accurately depict the as-built work. The Lessees shall also provide MDAD one copy of all maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, as well as all applicable warranties and guarantees and the appropriate Certificate of Occupancy.

ARTICLE 3
Rentals and Payments

3.01.A Annual Rental:

As annual rental for the lease of the Premises, the Lessees shall pay to the County, commencing on the Commencement Date, the sum of **$1,083,891.00**, ("Annual Rent") payable in twelve equal monthly installments of **$90,324.25**, ("Monthly Rent") in U.S. funds as further set forth in Table 1 below, on the first day of each and every month in advance and without billing, at the offices of MDAD as set forth in Article 3.07 (Methods of Payments). These figures are exclusive of and subject to applicable State Sales Tax and Utilities. Said rental is computed as follows:

EXHIBIT	DESCRIPTION	SQ. FT.	RATE	ANNUAL	MONTHLY
Building 716-C					
A	A/C Office (1st Level)	2,292	16.50	$ 37,818.00	$ 3,151.50
A	A/C Office (1st Level)	234	16.50	$ 3,861.00	$ 321.75
A	Non A/C Warehouse	18,865	17.00	$ 320,705.00	$ 26,725.42
B	A/C Office (Mezzanine)	374	15.00	$ 5,610.00	$ 467.50
	Vehicle Parking	3	720.00	$ 2,160.00	$ 180.00
	Building 716-C Subtotal			**$ 370,154.00**	**$ 30,846.17**
Building 716-D					
A-1	A/C Office (1st Level)	353	16.50	$ 5,824.50	$ 485.38
A-1	A/C Office (1st Level)	1,170	16.50	$ 19,305.00	$ 1,608.75
A-1	Non-A/C Warehouse Mezz.	24,812	17.00	$ 421,804.00	$ 35,150.33
B	A/C Office (Mezzanine)	414	15.00	$ 6,210.00	$ 517.50
	Vehicle Parking	3	720.00	$ 2,160.00	$ 180.00
	Building 716-D Subtotal			**$ 455,303.50**	**$ 37,941.96**
B	**716-C & D Mezzanine Offices**	10,070	15.00	**$ 151,050.00**	**$ 12,587.50**
	Land Building 716-C & D	47,726	2.25	**$ 107,383.50**	**$ 8,948.63**
	TOTAL 716-C and D			**$ 1,083,891.00**	**$ 90,324.25**

****Plus, applicable state sales taxes, as required by law*

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3.01. B <u>One-time Consideration Fee</u>:

The Lessees shall pay to the County a nonrefundable consideration fee of $400,000.00, to cover costs for work already performed on said Premises, which were in the process of being renovated by another tenant. This project was terminated, and Lessees agreed to reimburse money already expended. As requested by Lessees, said money shall be paid in in five (5) equal payments of $80,000 per year, with the first payment starting on the Commencement Date and each payment thereafter paid on the anniversary of the Commencement Date.

3.02 <u>Opportunity Fee</u>:

The Lessees shall pay to the County the amount by which 7% of the monthly Gross Revenues, as defined in Article 3.10 (Gross Revenues), generated from their activities under this Agreement, exceeds the monthly rentals, as adjusted from time to time, under Article 3.01 and 3.05. The Lessees shall pay such amount to the County by the tenth 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 3.13 (Annual Audit Required) are considered, for the purposes of Article 3.08 (Late Payment Charge), as having been due on the tenth 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 Lessees' privilege of doing business on the Airport.

3.03 <u>Security Deposit</u>:

Prior to occupancy of the Premises, the Lessees shall pay to the County an amount equal to two times the required total monthly rental as determined pursuant to Article 3.01 above, plus applicable state sales tax thereon, as security for the payment of the Lessees' obligations hereunder. Said deposit shall be in addition to any rental payments required hereunder, and MDAD shall be entitled to apply such payment to any debt of the Lessees to MDAD that may then exist, as permitted by law, including but not limited to the rentals required hereunder. In lieu of the security deposit being made in cash, MDAD, in its sole discretion, may authorize the Lessees to provide an irrevocable Letter of Credit, in a form provided by MDAD, in like amount. The amount of the security deposit is subject to adjustment by MDAD at any time there is a change in the annual or monthly rentals pursuant to the terms of this Agreement; provided further, that MDAD shall have the right to demand an increase in the security deposit requirement of up to an additional four months rental to provide MDAD with adequate assurance of the Lessees' payment of their obligations, which assurance is required because of the Lessees' defaults in the timely payment of rents, fees and charges due hereunder, or because MDAD has reason to believe, based on published reports, that the Lessees' future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy.

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3.04 Common Use Service Charges:

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

3.05 Rental Rate Review:

Beginning on October 1, 2022 (and each annual anniversary thereafter), the rental rates stated in Article 3.01 (Annual Rental) above shall be subject to review and adjustment as set forth hereafter. When such rental rate adjustments are approved by the Board of County Commissioners, and new or revised rental rates applicable in whole or in part to the Premises and to all other similarly situated tenants at the airport are established by said Board, the Department shall notify the Lessees in writing of such rates and this Agreement shall be considered and deemed to have been administratively amended to incorporate the revised rental rates effective as of such October 1, date. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten calendar days of same.

3.06 Double Rental:

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

3.07 Methods of Payments:

The Lessees shall pay, by anyone of the methods described in this article, all rentals, fees, and charges required by this Agreement to the following:

By mail:

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

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

Miami-Dade County Aviation Department
4200 N.W. 36 Street
Miami, Florida 33122

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

Bank: Bank of America
Miami, Florida
ABA Number: 026009593
Swift Code Number: BofAUS3N
Account Name: Miami-Dade Aviation Department
Bank Account Number: 001180000120

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

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

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

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

3.08 Late Payment Charge:

In the event the Lessees fail to make any payments, as required to be paid under the provisions of this Agreement, within ten (10) days after same shall become due, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida currently set at one and one-half percent (1½%) per month, shall accrue against the delinquent payment(s) from the original due date until MDAD actually receives payment. The right of the County to require payment of such interest and the obligation of the Lessees to pay same shall be in addition to and not in lieu of the right of the County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

3.09 Dishonored Check or Draft:

In the event that the Lessees deliver a dishonored check or draft to the County in payment of any obligation arising under the terms of this Agreement, the Lessees shall incur and pay a service fee of (a) TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is $50.00 or less, (b) THIRTY DOLLARS, if the face value of the dishonored check or draft is more than $50.00 and less than $300.00, or (c) FORTY

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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 means all moneys paid or payable to, or considerations of determinable value received by the Lessees for sales made, transactions had, fees charged, or services rendered in the operation of their business under this Agreement and from the subleasing of office space or other portions of the Premises, regardless of when or where the order therefor is received, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that any taxes imposed by law which are separately stated to and actually paid by a customer and directly payable by the Lessees to a taxing authority and sales refunds shall be excluded therefrom.

3.11 Records and Reports:

The Lessees shall keep in Miami-Dade County, during the term of this Agreement, all books of account, records and reports used in their operation necessary to report Gross Revenues and to calculate the percentage opportunity fees payable hereunder and as may, from time to time, be required by MDAD to document their activities pursuant to this Agreement. All Gross Revenues hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of MDAD 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 MDAD, 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 Lessees when requested by MDAD. 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 Lessees 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 MDAD to be necessary and appropriate; provided, however, that the Lessees shall not be required to retain such records in Miami-Dade County, Florida, for more than three (3) years following termination of this Agreement.

3.12 Monthly Report of Gross Revenues:

On or before the tenth (10th) day following the end of each calendar month throughout the term of this Agreement, the Lessees shall furnish to MDAD a statement of monthly Gross Revenues for the preceding calendar month and certify as to the accuracy of such Gross Revenues in the form prescribed by MDAD. In the event there are no Gross Revenues a monthly report will be submitted stating such.

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3.13 Annual Audit Required:

Within sixty (60) days of each anniversary of the Commencement Date of this Agreement, the Lessees shall, at their sole cost and expense, provide to MDAD 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. The report shall include a schedule of Gross Revenues and percentage opportunity fees paid to the County under this Agreement, prepared in accordance with the comprehensive basis of accounting defined under terms of this Agreement and reported in the format as subsequently prescribed by MDAD. 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 MDAD. The last such report shall include the last day(s) of operations. A final audit report shall also be provided to MDAD within sixty (60) days following the termination of this Agreement. Such report shall be subject to the same requirements set forth herein.

3.14 Right to Inspect:

MDAD 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 Lessees to: (1) inspect, review, verify and check all or any portion(s) of the Lessees' 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 operation of the Lessees, and other pertinent information as may be determined to be needed or desirable by MDAD.

3.15 Other Fees and Charges:

The Lessees acknowledge 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 Lessees hereunder, and procedures relating to the payment of same. The Lessees shall pay, upon billing, for their 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 Lessees shall, unless otherwise directed by MDAD in writing, report their use 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 MDAD; provided that fees and charges contemplated in this Section 3.15 will, in all instances, be assessed and charged to Lessees in a fair, equitable and non-

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discriminatory manner, and in compliance with all applicable laws, rules, statutes, and ordinances, including, without limitation, the Federal Aviation Administration ("FAA") standard grant assurances.

3.16 Monthly Cargo Statistics Report:

The Lessees, on or before the tenth (10th) day of every month, shall provide to the Accounting Offices of MDAD, indicated in Article 3.07 (Address for Payments) hereof, a monthly cargo statistics report, in a form specified by MDAD. Inasmuch as the Lessees have been authorized to handle one or more cargo carrying airlines, the Lessees will be required to submit separate reports for each and every such airline at the same time they submit their own report unless exempted from same by MDAD. Failure to comply with this requirement shall constitute a default pursuant to Article 13.03 (Other Defaults) hereof.

3.17 Utilities:

Unless the Premises are separately metered and billed directly to the Lessees by the utility company or included in the rental rates and stated in Article 3.01, the Lessees hereby agree to pay monthly, upon billing by MDAD, for utilities consumption in the Premises. This monthly charge will be based on a survey conducted by or on behalf of MDAD of the consumption by the Lessees and 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. Lessees shall pay for all other utilities used by it. In the event the Premises are metered and billed to MDAD, the Lessees 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 if any utility is cut off or discontinued due to the willful misconduct of the County or MDAD, and such act(s) prevents Lessees from being able to use any portion of the Premises for more than twenty-four (24) hours, then the Monthly Rent payable hereunder shall be abated based on the area of the Premises Lessees do not use for the operation of their business on account of such utility interruption, on a per diem basis, until Lessee are able to resume business operations or such utility interference stops, whichever is earlier.

3.18 Third Party Mortgages:

Third-party mortgages, if applicable, shall be subordinated to the interest of the County, and all proceeds received from such mortgage loan shall be reinvested into the Premises.

ARTICLE 4
Maintenance and Repair by Lessees

4.01 Cleaning:

The Lessees shall, at their sole cost and expense, perform or cause to be performed, services which will, at all times, keep the Premises and the adjacent non-leased aircraft ramp clean, neat, orderly, sanitary and presentable.

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4.02 Removal of Trash:

The Lessees shall, at their sole cost and expense, remove from the Premises all trash and refuse which might accumulate and arise from their use of the Premises and the business operations of the Lessees under this Agreement. Such trash and refuse shall be disposed of only in the common use dumpsters provided by MDAD or in such other manner approved by MDAD.

4.03 Maintenance and Repairs:

The Lessees shall repair and maintain in good condition the Premises and all improvements or alterations thereto, as described in Appendix 4.03 (maintenance Responsibility List) except for those items for which the County is responsible pursuant to Article 5 (Maintenance by County). Such repair and maintenance shall include, but not be limited to, painting, overhead and personnel doors, windows, pavement (landside and airside), equipment, dock levelers, protection bumpers and ladders attached to building, furnishings, skylights, fixtures, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, components for control and safety, fence, fence enclosures, protective guardrails, protective bollards, painting of the interior of the premises, assigned pavement for truck parking (landside and airside), equipment 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 Lessees shall repair all damage caused by the Lessees and their 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 Lessees shall be repaired so as to restore the Premises to their original state, except as the Premises may have been altered by the Lessees with the approval of MDAD pursuant to Article 7.01 (Alterations), and to quit and surrender up the Premises in the same good order and condition as it was at the commencement of this Agreement, 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 Lessees of their obligations for damages to the Premises that may be specifically provided elsewhere in this Agreement.

4.04 Excavation of Land:

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

4.05 Water and Sewerage System:

The Lessees shall, at their sole cost and expense, operate and maintain all the components of the existing water, sanitary sewerage, and storm drainage facilities within

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the boundaries of the Premises. The Lessees shall not make any alterations or modifications to such facilities without the advance written approval of MDAD. Because the Premises lies within the Urban Development Boundary, Lessees shall connect to the sanitary sewer system within 90 days of the effective date of this Agreement if the property is not currently connected. Development shall not commence until such connection occurs.

4.06 Industrial Waste Facilities:

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

4.07 Modifications or Access to Roof:

The Lessees covenant 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 MDAD. In the event Lessees violate this covenant, the County shall not have any responsibility for any damages to the property of the Lessees or others inside the leased Premises caused by rain or other hazard in any way related to the roof.

4.08 Loading Dock/Platform:

If the Premises include a loading dock/platform, the Lessees shall keep such loading dock/platform clean and clear at all times and shall not use the loading dock/platform for the storage of cargo, equipment or any other materials.

4.09 Inspections:

MDAD and/or its designated representatives shall have the right, upon not less than twenty-four (24) hours advanced written notice to Lessees (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 Lessees or the County, pursuant to Article 5 (Maintenance by County), to keep the Premises in good order and condition. The Lessees shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from MDAD. Trash and debris problems shall be corrected within twenty-four (24) hours following receipt of either oral or written notice from MDAD.

4.10 Failure to Maintain:

If it is determined by MDAD that the Lessees have 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 Lessees), MDAD shall provide to the Lessees a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessees to correct same. If the Lessees fail to correct such deficiencies within the time allowed and has not registered an objection as to their obligation to do so, MDAD, following ten (10) days further notice to the Lessees, may enter upon the Premises and perform all work, which, in the judgment of MDAD, may be necessary, and the County shall add the cost of such work, plus twenty-five (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 MDAD, the Lessees shall not undertake performance of such repairs or cleanup without specific prior written authorization from MDAD.

ARTICLE 5
Maintenance by County

5.01 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.

5.02 Building Maintenance:

The County shall maintain, in good condition, the follow Premises elements: the roof, roof membrane, exterior walls and the building's structural support system. The County shall also maintain all common areas, including common hallways, vestibules, restrooms, elevators, landscaping, irrigation system and the central air conditioning system serving the Premises. If any of such facilities are damaged or destroyed by the operations of the Lessees, MDAD shall make the necessary repairs or replacements and bill the Lessees for the costs of same, plus 25% for administrative costs, in the manner specified in Article 4.10 (Failure to Maintain) hereof. The County shall provide janitorial services to all common areas. The County shall not maintain any doors, including personnel, overhead and cargo doors, or any windows within or directly leading into the leased Premises.

5.03 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 Lessees 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 MDAD, in its sole discretion, may provide a rent abatement for that portion of the Premises rendered unusable for the period of time that the County is unable to make the repairs required by Articles 5.01 (Maintenance of Water, Sewer and Drainage Systems) and 5.02 (Building 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.

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ARTICLE 6
Regulations, Licenses and Permits

6.01 Rules and Regulations - General:

(A) Rules and Regulations:

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

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

All design and construction work must be approved in advance by MDAD, to the extent set forth in such TAC.

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

Lessees are aware of the policy of Miami-Dade County that in all leases of County-owned land which provide for privately funded construction improvements thereon whose construction costs are greater than or equal to $5 million, or construction improvements where any portion of which are financed by any federal, state or local governmental entity or by bonds issued by such entities, including the Industrial Development Authority ("IDA"), the Lessees shall include the requirements of the Responsible Wages Ordinance codified as Section 2-11.16 of the Miami-Dade County Code, as well as Implementing Order #3-24 in all applicable construction contracts. Lessees agree to comply with all applicable provisions of such ordinance and implementing order.

C) Other Programs:

To the extent required by the current terms of the County's Community Business Enterprise ("CBE)" Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code, the Community Small Business Enterprise ("CSBE") Program for construction activities under Section 10-33.02, the Living Wage Ordinance under Section 2-8.9, the Art in Public Places ("AIPP") Program under Section

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2-11.15, the ordinance referred to as the "Little Davis-Bacon Ordinance" under Section 2-11.16, and any other program of the County made applicable to the Lessees' activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time, Lessees agree to comply with such applicable provisions as well as any Implementing Orders and other directives issued by the County relating to such Programs.

D) <u>Art in Public Places</u>:

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 Lessees/Developer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Miami-Dade Aviation Department to be deposited in the Aviation Art in Public Places Trust Account for the implementation of the APP program. The Lessees/Developer are 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

(E) <u>Permits and Licenses</u>:

(1) The Lessees, at their 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 Lessees or the Lessees' operations and activities, for any activity of the Lessees conducted on the Premises and for any and all operations conducted by the Lessees, including insuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessees' 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 Environmental Resources Management ("DERM"). Prior to occupancy of the Premises and commencement of operations under this Agreement, the Lessees shall provide to the Department evidence that it has obtained the Certificate of Use and Occupancy and, as applicable, the appropriate operating Waste Permit(s). Upon written request of the Department, the Lessees shall provide to the

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Department copies of any permits and licenses, and applications therefor, which the Department may request.

(F) Violations of Rules and Regulations:

The Lessees agree 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 Lessees, their agents, employees, invitees, or trespassers have violated any law, ordinance, regulation, rule or directive described in Article 6.01 above or any plan or program developed in compliance therewith. The Lessees 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 Lessees may enter into related to their operations and activities under this Agreement and that any such sublease, contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third-party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting, or subcontracting.

6.02 Aircraft Noise Abatement Regulations Compliance:

The Lessees hereby specifically acknowledges their 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, 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 Lessees specifically understand and agree that a violation of such noise abatement policies, procedures and/or regulations may result in the arrest or citation of the offending party, with the imposition of fines, and that a violation of same shall constitute a material breach hereunder and may result in termination of this Agreement pursuant to the provisions hereof.

ARTICLE 7

Alteration of Premises, Erection of Signs, Construction, and Improvements

7.01 Alterations:

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

The Lessees 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 Lessees' failure to do so shall constitute a default pursuant to Article 13.03 (Other Defaults) hereof.

All repair/renovation work on the leased 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, ("Exhibit Y").

7.02 <u>Signage</u>:

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

7.03 <u>Construction and Improvements:</u>

(A) Subject to the limitations and obligations within this Agreement, the Lessees, for their convenience, shall, design, construct and pay for such improvements to the Premises as shall be approved by the Lessor, as shall be necessary to make the Premises suitable for Lessees' use and occupancy for the purposes and uses described in Article 2 ("Use of Premises") hereof and pursuant to the TAC-N requirements and drawings submitted, in accordance with all applicable FAA, Florida Law and Aviation Departmental requirements and all building, fire and environmental codes and the Americans with Disabilities Act (ADA).

(B) The Lessees shall bear and be solely responsible for all costs arising out of any improvements, including, but not limited to, the following:

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1. Land use approvals development fees, concurrency fees, and permit fees for the design, construction, and subsequent use of the improvements and infrastructure.

2. Design and construction of the improvements and infrastructure.

3. Financing, construction bonding and insurance, building permits, impact and concurrency fees, utility installations and/or hook-ups or other infrastructure, as may be required to make the Premises suitable for the use of the improvements.

4. Construction audits (as may be required elsewhere herein).

5. Consultants, accountants, financing charges, legal fees, furnishings, equipment, and other personal property of the Lessee, and

6. All other direct or indirect costs associated with the approvals, design, construction and financing of the improvements, and their subsequent use.

Lessees acknowledge that the Lessor shall have no maintenance responsibility for any of the improvements, utilities, and infrastructure to be constructed by Lessees except as specifically stated herein.

7.04 Failure to Complete on a Timely Basis:

In the event the Lessees fail to comply with the time requirements for the design and construction of any improvements, as required by Lessor, unless Lessees submit evidence that any delay is outside of Lessees' reasonable control or such time requirements are extended by the Department, in writing, based on a showing of good faith effort by the Lessees, the County shall have the right to terminate this Agreement on thirty (30) days' notice or else take whatever appropriate legal steps may be available to protect the County's interests, as defined article 13 (Termination).

7.05 Construction Completion Documents and Reporting:

(1) Within sixty (60) days following the completion of construction of any improvement for which a Certificate of Occupancy ("CO") or Temporary Certificate of Occupancy ("TCO") has issued; the Lessee shall furnish the following documents to the Department:

(A) Documents showing that the improvement has met the requirements of the final inspection and that all permits have been closed out.

(B) Documents that Lessees have obtained lien waivers from the general contractor and all parties designated by the Department, along with any final affidavit of the general contractor required by Chapter 713, Florida Statutes.

(C) Certificate of Occupancy for the improvement.

(D) Certification from the Lessees' architect that the improvement has been completed in conformance with the approved Plans and Specification as well as all permits and applicable governmental requirements.

(E) If applicable, at least one copy of an as-built survey of the area covered by the improvement.

(F) Two (2) complete sets of as-built construction drawings and two (2) AutoCAD files of the as-built construction drawings in a compact disk format or other format designated by the Department, including all pertinent shop and working drawings and such other as-built drawings as the Department may reasonably require; and

(G) Copies of all releases of contractor claims and liens.

(H) Copies of any documents noting utility meter installation sites and numbers, if applicable.

(2) Lessees shall provide notarized status reports to MDAD with a copy to the District 6 Commissioner every quarter regarding compliance with each milestone in this Agreement throughout the duration of milestone obligations.

7.06 Temporary Structures:

Should trailers or temporary structures be used for construction purposes but not for business purposes, such structures shall be allowed on the leased Premises during the period of construction of the improvements subject to all required permitting. All trailers or temporary structures must comply with the Florida Building Code and must be removed prior to or upon the ending of construction. Copies of building permits shall be submitted to the Department's Project Manager within ten (10) calendar days of issuance to Lessees.

7.07 Review of Construction:

During the construction of the improvements, the Department or its designee shall have the right, but not the obligation, to periodically review the construction and to enter the Premises at reasonable times to inspect the construction for the purpose of ensuring conformity with the contract documents and any changes thereto requested by the Lessees and approved by the Department. Failure of the Department to make such review or inspection shall not impose any liability on the Department or the County, nor constitute Lessor's acceptance of the improvement as being in accordance with the contract documents and Lessee's obligations hereunder.

ARTICLE 8
Environmental Compliance

8.01 Definitions:

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

(A) "Baseline Environmental Conditions" means the presence or release of Hazardous Materials, at, on, under, or from the Premises prior to Lessees' Occupancy Date, the presence or release of which was not caused by Lessees or Lessees' 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 (Exhibit K-03) or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Occupancy Date that comes to be located on the Premises and not caused by Lessees or Lessees' 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 Lessees with respect to their 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 Lessees with respect to their 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.*;

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the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

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

(E) "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a hazardous substance, a hazardous waste or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any applicable Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Premises, any adjacent Premises or a hazard to the environment or to the health or safety of persons on the Premises or Other Airport Property.

(F) "Initial Construction Period" means for any lease which contemplates construction or renovation for Premises not previously occupied in whole or in part by Lessees under this Agreement and/or any previous Agreement, a period of time not to exceed six (6) months commencing with the date on which Lessees break ground on the Premises for construction of foundations or commences such renovation.

(G) "Occupancy Date" means the date Lessees 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."

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(I) "Other Airport Property" means property on the Airport occupied or used by Lessees, or upon which Lessees perform operations, but which is not subject to a lease, sublease or other legal agreement governing the terms of Lessees' occupation, use or operations at such property.

(J) "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-05, Section 1.1.1, as such provision may be amended or superseded from time to time.

(K) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

(L) "Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened, or actual release of Hazardous Materials.

(M) "Trespassers" means third parties who have entered the Premises and whose actions while on the Premises have resulted in Release of Hazardous Materials directly onto the Premises. 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 <u>Lessees' Industrial Classification</u>:

Lessees represent and warrant to County that Lessees' 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 Lessees' Federal Tax Return shall be made available to MDAD upon request.

8.03 <u>Lessees' Acceptance of the Risks and Condition of Premises As-Is</u>:

Lessees agree that the Premises shall be leased and delivered to Lessees in their 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). Lessees hereby, warrant, covenant, agree, and acknowledge 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, Lessees are provided the opportunity to conduct an independent investigation of the Premises and the physical condition

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thereof, including the potential presence of any Hazardous Materials on or about the Premises. Lessees' 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 Lessees have conducted such an investigation or not, Lessees are willing to proceed with this Agreement notwithstanding the environmental conditions of the premises or the properties surrounding the Premises, subject to Lessees' 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 Lessees' proposed or intended use, and Lessees has relied solely on Lessees' own inspection and examination of such matters.

(D) Except as to County's obligations set forth in this Article or elsewhere in this Agreement, Lessees expressly assume 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 Lessees' proposed or intended use. Lessees agree 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 Lessees 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 <u>Responsibilities for Hazardous Materials</u>:

(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 Lessees 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 Lessees and if this Agreement contemplates construction or renovation by the Lessees, any Hazardous Material discovered during the Initial

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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 MDAD demonstrates to the satisfaction of Lessees by written notice setting forth the MDAD's explanation as to why the Hazardous Material originated from a discharge, disposal or release that was caused by Lessees, Lessees' agents, employees, contractors or invitees. Should Lessees determine that such a demonstration has not been made to Lessees' satisfaction, County may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with MDAD and The County.

2) To the extent this Agreement covers premises previously occupied by Lessees, and except for Baseline Environmental Conditions, Remediation of any Hazardous Material discovered on the Premises shall be the responsibility of the Lessees, except to the extent that Lessees demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessees' 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 Lessees, Lessees' agents, employees, contractors or invitees (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the date upon which Lessees first occupied the Premises and not caused by Lessees or Lessees' 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 MDAD's satisfaction, Lessees may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with Lessees.

(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 Lessees to be able to continue with construction or occupancy of the Premises. The County shall notify Lessees of any such decision to leave Hazardous Material in place.

(C) (1) To the extent they exist, the County has made available to Lessees 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

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or may have plans to install remediation systems to clean up the contamination described in such reports to the extent they exist. Lessees agree 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 MDAD 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 Lessees' use of the Premises caused by any Remediation it undertakes and shall provide Lessees prior written notice of such Remediation. Lessees agree that it shall not unreasonably interfere with or obstruct such Remediation. County and Lessees 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 Lessees have to be temporarily relocated to permit the Remediation to be performed, the Lessees 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 Lessees will provide reasonable storage inside the building on the Premises for such equipment and materials at no expense to the County, provided, however, that Lessees 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 Lessees took reasonable measures to prevent, such theft and/or damage and such theft and/or damage was not caused by Lessees or Lessees' employees. To the extent that water and electrical service within the Premises are not metered and the Lessees do not pay for such services directly, the Lessees will provide the County with water and electrical service from the Premises in connection with the Remediation, without charge. The Lessees acknowledge 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

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a no further action letter is obtained from the appropriate regulatory authorities.

8.05 <u>Baseline Audit</u>:

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

8.06 <u>Lessees Audit</u>:

Lessees, at their 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 "Lessees Audit"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld or delayed. If Lessees elect to conduct a Lessees Audit, it shall furnish County a copy of the Lessees Audit within thirty (30) days of Lessees' receipt of the Lessees Audit. The purpose of the Lessees 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 Lessees Audit, the County shall notify Lessees if they dispute the Recognized Environmental Conditions, or the delineation of any subsurface conditions described in the Lessees Audit. If the Lessees 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 Lessees previously occupied the Premises, the County, at its option, shall: (i) allow Lessees to terminate the Agreement, without penalty, within sixty (60) days of receipt of

J4A

such notice of dispute from the County; or (ii) notify Lessees that they have 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 Lessees to terminate the Agreement and Lessees elect not to terminate, Lessees' failure to terminate shall constitute a waiver of 1) Lessees' rights to terminate their obligations under this Agreement as to any findings in such Lessees Audit, except as to their right to cancel the lease on thirty (30) days notice under Article 1.01 (B) and, 2) as provided in Article 8.04, any claim it may have against the County with respect either to Recognized Environmental Conditions and subsurface contamination disclosed in such Lessees Audit. To the extent the Lessees previously occupied the Premises, Lessees shall be responsible for all Recognized Environmental Conditions disclosed in the Lessees Audit that are not Baseline Environmental Conditions unless Lessees demonstrate to the satisfaction of MDAD Management by written notice setting forth Lessees' 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 Lessees, Lessees' 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 Lessees or Lessees' agents, employees, contractors or invitees; or (3) a discharge, disposal or release caused by County or third party. Should the MDAD determine that such a demonstration has not been made to MDAD's satisfaction, Lessees may invoke the dispute resolution provision of 8.16 Until such time as the parties reach an agreement or until such time as the dispute is otherwise resolved, responsibility for such Recognized Environmental Condition shall remain with Lessees.

8.07 Environmental Maintenance of Premises:

Except for the obligations of the County under this Article 8, Lessees shall, at their 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 Lessees' Use of Hazardous Materials:

Exhibit K-08 is a complete list of all Hazardous Materials which Lessees currently intend 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, Lessees 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 be needed to be used by Lessees on a non-routine basis, such as for emergency repairs, Lessees 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 Lessees present 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, Lessees shall immediately remove the Hazardous Material from the site. This section 8.08 shall not apply to Hazardous Materials which are not used, generated, treated, or disposed of by Lessees but which are otherwise transported by Lessees solely in the course of Lessees' business, such as cargo operations, and for which Lessees have 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 Lessees' obligations under this Agreement, including Lessees' 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. Lessees shall promptly and completely answer periodic questionnaires from the County concerning Lessees' practice regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

8.09 Entry by County:

(A) Notwithstanding any other right of entry granted to County under this Agreement, and subject to the requirements set forth in Article 8.09(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether Lessees have complied with the applicable environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of Lessees 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 Lessees in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessees agree to provide access and reasonable assistance for such inspections. MDAD shall use their 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. Lessees 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 Lessees' normal business hours, but MDAD may conduct such inspections in other than normal business hours if the

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circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide Lessees with reasonable notice (not less than twenty-four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. Based on the results of such inspections, should MDAD reasonably determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, Lessees shall, in a timely manner, at their 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 Lessees' use, storage, or disposal of Hazardous Materials, it being understood that Lessees shall be solely responsible for all liability in connection therewith. MDAD shall provide the results of such inspections to the Lessees 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. Lessees shall not be liable or otherwise responsible for any property damage to the Premises or injury to any person caused by County, its agents, or consultants during County's inspection under this Section 8.09.

8.10 Permits and Licenses:

The Lessees warrant 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 Lessees to conduct their obligations under this Agreement. Upon written request, Lessees shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Lessees under applicable Environmental Requirements, as they pertain to the Lessees' 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 clean up of any Hazardous Material on the Premises or Other Airport Property in connection with Lessees' operation thereon; or (ii) any written Environmental Claim affecting Lessees from any person or entity resulting from Lessees' use of the Premises or Other Airport Property, then Lessees 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 Lessees are 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

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Premises, which if true, could result in an order, suit or other action against the County. If Lessees are 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 Lessees upon demand, except to the extent they relate to a Baseline Environmental Condition.

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

(C) Within sixty (60) days of execution of this Agreement, Lessees shall submit to County an emergency action plan/contingency plan setting forth in detail Lessees' procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/contingency plan shall identify Lessees' emergency response coordinator and Lessees' 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 Lessees' operations on the Premises), Lessees shall provide County with a written report listing: the Hazardous Materials which were present on the Premises or other Airport property; all releases of Hazardous Material that occurred or were discovered on the Premises or other Airport property and which were required to be reported to regulatory authorities under applicable Environmental Laws; all enforcement actions related to such Hazardous Materials, including all, consent agreements or other non-privileged documents relating to such enforcement actions during that time period. In addition, Lessees 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. Lessees 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:

Lessees shall establish and maintain, at their sole expense, a system to assure and monitor their continued compliance on the Premises with all applicable Environmental Laws, which system shall include, no less than once each year a detailed review of such compliance (the "Environmental Audit") by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed, or conditioned. Alternatively, if the MDAD approves, which approval shall not be unreasonably withheld, delayed, or conditioned, such Environmental Audit may be conducted by Lessees' personnel but in either case Lessees shall provide County with a copy or summary of their report of their 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, Lessees 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 Lessees or Lessees' agents, employees, contractors or invitees 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"), Lessees shall promptly take all actions, at their 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 Lessees propose 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 Lessees' best efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Lessees shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Lessees 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 Lessees, Lessees' consultants, and Lessees' contractors in any meetings with representatives of the governmental authorities and Lessees 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 Lessees 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. Lessees' obligations in this section do not apply to Baseline Environmental Conditions.

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8.15 Indemnity:

Lessees 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 Lessees, Lessees' agents, employees, contractors or invitees. 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 Lessees may be liable pursuant to this Article 8.15 shall not be settled without Lessees' consent. Any costs or expenses incurred by County for which Lessees are responsible under this paragraph or for which Lessees have 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 Lessees on demand. Lessees' obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessees' successors and assignees and inure to the benefit of County's successors and assignees. Notwithstanding any other provision of this Agreement, this section 8.15 does not apply to Baseline Environmental Conditions, or a discharge, disposal or release caused by the County, its officers, employees, contractors, or agents.

(A) This indemnity specifically includes the direct obligation of Lessees to perform, at their 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

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Airport and the charges to Lessees will be increased to offset such costs. Lessees agree in order to minimize their obligations in this regard to use best efforts to assist the MDAD in responding to Hazardous Materials spills in or Airport property reasonably close the Premises used by Lessees by making Lessees' remediation equipment and personnel available for such emergency remediation activity. However, Lessees may provide such assistance only at the direct request of the MDAD and only if Lessees' remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessees' personnel have been trained to respond to the Hazardous Material spill at issue. If Lessees are directed to perform any remedial work under this Article 8.15(B) for which it is later determined that Lessees are not responsible, the MDAD shall reimburse Lessees for all costs associated with or arising out of Lessees' performance of such remedial work. Lessees shall cooperate with the MDAD in any subsequent effort by the MDAD to recover from the responsible parties all costs involved with the remediation effort that utilized Lessees' equipment and personnel. Lessees shall perform all such work in their own name in accordance with applicable laws. Lessees acknowledge 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 Lessees in accordance with the law.

(C) In the event Lessees fail to perform their obligations in Article 8.15(A) above, and without waiving their 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, Lessees 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 Lessees to perform their obligations hereunder, Lessees shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1 ½ % per month on the outstanding balance commencing on the thirty-first date following Lessees' receipt of such notice until the date of payment.

(E) To the extent of Lessees' responsibility under this Article and without limiting their 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, Lessees shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Premise. Lessees' 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. Lessees shall assume, pursuant to the indemnity provision set forth in this Article 8, any

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liabilities or responsibilities which are assessed against County in any action described under this paragraph.

8.16 Dispute Resolution:

County and Lessees 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 Lessees who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

8.17 Waiver and Release:

Lessees, on behalf of themselves and their heirs, successors and assigns, hereby waive, release, acquit and forever discharge County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assign 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 Lessees or any of their heirs, successors, or assigns now have 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. Lessees acknowledge that County would not enter into this Agreement without Lessees' 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, Lessees do 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 Lessees 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:

Lessees shall surrender the Premises used by Lessees to County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessees or their agents, employees, contractors, invitees, or Trespassers, or otherwise discharged on the Premises or Other Airport Property for which Lessees are 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. Lessees shall not be responsible under this section 8.19 to the extent of County's obligations under this Article 8.

8.20 Breach:

Any breach by Lessees of any provision of this Article 8 shall, after notice and a reasonable opportunity for Lessees 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

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

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responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. The County shall give to the Lessees reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

ARTICLE 10
Assignment and Subletting

The Lessees shall not assign, transfer, pledge or otherwise encumber 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 MDAD.

ARTICLE 11
Insurance

11.01 Insurance Required:

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

(A) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability, to cover the Lessees' 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 Lessees in connection with their 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.

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

(C) Pollution Legal Liability Insurance for Lessees' 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.

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

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The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Lessees 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 Lessees shall furnish or cause to be furnished certificates of insurance to MDAD which certificates shall clearly indicate that:

(A) The Lessees have 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; and

(C) The County is named as an additional insured with respect to the Lessees' 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 Lessees to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Lessees, which notice shall automatically amend this Agreement effective thirty (30) days after such notice.

11.03 Compliance:

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

11.04 Right to Examine:

MDAD 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 Lessees agree to permit such inspection at the offices of MDAD.

11.05 Personal Property:

Any personal property of the Lessees or of others placed in the Premises and Airport shall be at the sole risk of the Lessees 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 Lessees, 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 Lessees 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 be subject to the payment of nondiscriminatory fees and other charges established by the County. Nothing herein contained shall grant to the Lessees 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.

ARTICLE 13
Termination

13.01 Payment Defaults:

Failure of the Lessees to make all payments of rentals, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option terminate this Agreement after seven (7) calendar days' notice in writing to the Lessees unless the default be cured within the notice period.

13.02 Insurance Defaults:

The County shall have the right, upon seven (7) calendar days written notice to the Lessees, to terminate this Agreement if the Lessees fail to provide evidence of insurance coverage in strict compliance with Article 11 hereof prior to commencement of operations or fail to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessees provide 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 Lessees, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or, if correction cannot reasonably be completed within such thirty (30) day period, in the sole discretion

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of MDAD, the Lessees have commenced substantial corrective steps within such thirty (30) day period and diligently pursues same to completion:

(A) Failure of the Lessees 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 Lessees.

(C) Failure of the Lessees to comply with any Environmental Law or Environmental Requirement as those terms are defined in Article 8.01 of this Agreement.

13.04 Habitual Default:

Notwithstanding the foregoing, in the event that the Lessees have 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 Lessees, in the sole opinion of the County and regardless of whether the Lessees have 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 Lessees shall be determined by the Director to be an "habitual violator." At the time that such determination is made, MDAD shall issue to the Lessees a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Lessees 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 Lessees, such termination to be effective upon the tenth (10^{th}) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessees shall have no further rights hereunder.

13.05 Termination by Abandonment:

This Agreement shall be automatically terminated upon the abandonment by the Lessees of the Premises or the voluntary discontinuance of operations at the Airport for any period of time exceeding thirty (30) consecutive calendar days, unless such abandonment or discontinuance has been caused by strike, labor disturbance, acts of God, civil disturbance or governmental order that prevents the Lessees' use of the Premises for the purposes authorized in Article 2 (Use of Premises) hereof. Abandonment of the Premises by the Lessees without specified justification does not relieve it of their obligation to pay the rent for the remaining term of the lease nor does it constitute a waiver by the Lessor of its rights to recover damages for loss of future rents.

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13.06 Actions at Termination:

(A) The Lessees 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 Lessees shall surrender the Premises in the condition required under Article 4.03 (Maintenance and Repairs) herein. All repairs for which the Lessees are responsible shall be completed prior to surrender. The Lessees shall deliver to MDAD 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 Lessees shall be allowed up to five (5) calendar days from date of termination, and provided that the Lessees are not in default in the payment of any rentals, fees or charges required to be paid herein, the Lessees shall remove all of their personal property from the Premises. Any personal property of the Lessees not removed in accordance with this Article may be removed by MDAD for storage at the cost of the Lessees. Failure on the part of the Lessees to reclaim their 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 Lessees shall, at their 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 Lessees in a manner approved and authorized by such Federal, State, or local laws, regulations, or codes.

(C) If the County advises the Lessees 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 Lessees and the County for the same or substantially the same Premises, then the Lessees at their expense shall retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. The Lessees shall comply with the recommendations and conclusions, contingent upon County approval, of such consultant regarding environmental clean up efforts that may be required and shall comply with any other clean up requirements imposed on the Lessees by Federal, State, or local law, regulations, or codes.

13.07 Lien Upon Personal Property:

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

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13.08 Right to Show Premises:

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

13.09 County Defaults:

This Agreement shall be subject to termination by the Lessees 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 Lessees of such default.

13.10 Other Terminations:

This Agreement shall be subject to termination by the County or the Lessees 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 Lessees 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 Lessees 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 Lessees shall furnish the services required and authorized, pursuant to Article 2 (Use of Premises) hereof, on a good, prompt, and efficient basis and on a fair, equal, and not unjustly discriminatory basis to all users thereof.

14.02 Nondiscriminatory Prices:

The Lessees shall charge fair, reasonable, customary, and not unjustly

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discriminatory prices for each unit of sale or service; provided, however, that the Lessees may make reasonable, customary, and nondiscriminatory discounts, rebates, or similar types of price reductions to volume purchasers of the Lessees' services.

14.03 County's Obligations:

The Lessees, 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 Service) and 14.02 (Nondiscriminatory Prices) above, agrees that MDAD may, from time to time, promulgate standards, methods and procedures for and monitor and test the provision of services hereunder and may require the Lessees to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should MDAD determine that the Lessees are not in compliance with the provisions of Articles 14.01 (Quality of Service) 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

15.01 Equal Employment Opportunity:

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), the Lessees shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Lessees shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Lessees agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Lessees shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000, Improving Access to Services for persons with Limited English Proficient

(LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statues §112.041, §112.042, §112.043 and the Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Lessees shall assign responsibility to one of their officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

15.02 Nondiscriminatory Access to Premises:

The Lessees, for themselves, their sublessee, successors, in interest, assigns, and contractors (herein collectively for this Section 15.02 the "Lessees"), as part of the consideration hereof, does hereby covenant and agree that (1) 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 the Premises and improvements hereunder, (2) that in the construction of any improvements on, over, or under the Premises hereunder, and the furnishing of services therein or thereon, no person 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 Lessees will use the Premises and improvements in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities in Section 15:08.

15.03 Breach of Nondiscrimination Covenants:

In the event it has been determined that the Lessees have breached any enforceable nondiscrimination covenants contained in Section 15.01 Equal Employment Opportunity and Section 15.02 Nondiscriminatory Access to Premises above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Lessees fail to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of the Agreement section hereof.

15.04 Nondiscrimination:

During the performance of this Agreement, the Lessees agree as follows: The Lessees shall, in all solicitations or advertisements for employees placed by or on behalf of the Lessees, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Lessees shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessees' books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain the compliance with such rules, regulations, and orders. In the event of the Lessees' noncompliance with the nondiscrimination clauses of this Agreement or with any

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of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Lessees may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Lessees will include Section 15.01 Equal Employment Opportunity and Section 15.02 Nondiscriminatory Access to Premises of this Article in the Lessees sub-contracts in excess of $10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, so that such provisions will be binding upon each sub-consultant. The Lessees shall take such action with respect to any sub-contract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Lessees become involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Lessees may request the United States to enter into such litigation to protect the interests of the United States.

15.05 Disability Nondiscrimination Affidavit:

By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Lessees attest that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Lessees or any owner, subsidiary or other firm affiliated with or related to the Lessees are found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Lessees submit a false affidavit pursuant to this Resolution or the Lessees violated the Act or the Resolution during the term of this Contract, even if the Lessees were not in violation at the time it submitted their affidavit.

15.06 Affirmative Action/Nondiscrimination of Employment Promotion and Procurement Practices:

(County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Procurement Management. Said firms must also submit, as a part of their Lease to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of

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the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Procurement Management. Firms claiming exemption must submit, as part of their Lease to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their Lease.

15.07 Title VI Clauses Applicable to this Agreement:

(A) The Lessees, for themselves, their successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessees 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 in Article 15.08.

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

15.08 Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this Lease, the Lessees agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and Lessees, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Lessees must take reasonable steps to ensure that LEP persons have meaningful access to their programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits Lessees from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 16
Security and Special Provisions

16.01 Security:

The Lessees acknowledge and accepts full responsibility for (i) the security and protection of the Premises, any improvements thereon, their equipment and property on the Airport and (ii) all breaches of federal and Lessor security requirements by Lessees' employees or those persons for whom Lessees have responsibility under Article 16.02, and (iii) control of access to the AOA through the Premises by persons and vehicles. The Lessees fully understand and acknowledge that any security measures deemed necessary by the Lessees for the protection of said Premises, equipment and property

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shall be the sole responsibility of the Lessees and shall involve no cost to the County. Lessees are responsible for compliance by their employees and all others for whom they are responsible with applicable security requirements relating to access, through Lessees' Premises or otherwise, to the AOA or any Security Identification Display Area ("SIDA"). All such security measures by the Lessees shall be in accordance with FAR 107, 49 CFR Part 1542 and the Airport Security Plan.

16.02 Security Identification Display Areas Access - Identification Badges:

The Lessees shall be responsible for (i) assuring that all of Lessees' employees, and all employees and persons of entities using the Premises or a SIDA on behalf of Lessees (collectively herein, the "SIDA Users"), have appropriate SIDA Identification Badges and comply with all federal and Lessor security requirements applicable to the Premises and SIDAs, (ii) immediately reporting to MDAD all lost or stolen ID badges of a SIDA User, and (iii) immediately returning the ID badges of any SIDA User that is transferred from the Airport or terminated from the employ of the Lessees or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by MDAD, before an ID badge is issued. The Lessees shall pay, or cause to be paid, to MDAD any fines or penalties imposed on Lessor for a violation of the security requirements by a SIDA User as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to MDAD in accordance with this Article. MDAD shall have the right to require the Lessees 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 Lessees shall permit any employee to operate a motor vehicle of any kind or type on the AOA, the Lessees shall require such employee to attend and successfully complete the AOA Driver Training Course conducted from time to time by MDAD. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by MDAD for any violation of AOA driving rules. Notwithstanding the above, the Lessees 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 Lessees acknowledge 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 Lessees acknowledge that MDAD, 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 Lessees shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport

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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 Lessees specifically acknowledge that the County, acting through MDAD, 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 Lessees acknowledge they have provided to the County a Drug-Free Workplace Affidavit ("Affidavit") certifying that they are providing a drug-free workplace for their employees, as required by County Ordinance No. 92-15, adopted on March 17, 1992, as amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the County shall have the right, upon thirty (30) days written notice to the Lessees, to terminate this Agreement in the event the Lessees fail 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 Lessees submit 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 Lessees and without liability to the County, if MDAD or the County Manager determines any of the following:

(A) That the Lessees have made a false certification in their execution of the Affidavit submitted or in their annual re-certification as required by the Ordinance.

(B) That the Lessees have violated their 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 Lessees have been convicted of violations occurring in their workplace(s) as to indicate that the Lessees have failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

16.06 Special Programs:

The Lessees shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.

16.07 Vehicle Permit and Company Identification:

Motor vehicles and equipment of the Lessees operating on the AOA must have an official motor vehicle identification permit issued pursuant to Operational Directives of

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MDAD. In addition, company identification must be conspicuously displayed thereon.

16.08 Federal Agencies Right to Consent:

The Lessees understand and agree 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 Lessees in areas under the jurisdiction or control of such federal inspection agencies.

16.09 AOA - Right to Search:

The Lessees agree that their vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter or leave and while on the AOA. The Lessees further agree that they 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 MDAD. Persons not executing such consent-to-search form shall not be employed by the Lessees at the Airport, in any job requiring access to the AOA.

It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Lessees 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 MDAD 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 Lessees acknowledge and understand 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 Lessees expressly agree for themselves, their 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:

The Lessees shall properly always control the actions of their employees 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 Lessees' Responsibility for Employee's Violations:

In the event the Lessees are in default of the covenants of Article 17.01 (Control of Employees) for failure to properly control their employees or by permitting their employees to improperly use the facilities provided by the County, MDAD shall have the right to require the Lessees to conduct an investigation into any claimed violation of the covenants; if such investigation substantiates a violation, Lessees agree to administer the appropriate discipline up to and including discharge of the offending employee.

ARTICLE 18
Civil Actions

18.01 Governing Law; Venue:

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

18.02 Notice of Commencement of Civil Action:

In the event that the County or the Lessees 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 Lessees 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 Lessees, 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

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607.0501, Florida Statutes. If the Lessees are 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 amended by and between the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee, and specifically the terms of Section 501 thereof, 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 Lessees 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 Lessees and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement and/or bond resolution or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement and/or bond resolution. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees, and charges upon the issuance of written notice from the Department to the Lessees.

19.03 Lessees 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 Lessees, at any time within one year following the effective date of such modification may terminate this

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Agreement by giving ninety days written notice to the County, without liability by any part 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 the County will not be responsible for any loss, damage or costs which may be incurred by the Lessees by reason of any such physical condition.

20.02 Headings:

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

20.03 Interference:

The Lessees 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 Lessees shall not use or permit the use of the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate, any insurance policies of the County or any policies of insurance written on behalf of the Lessees 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

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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 MDAD:

Miami-Dade County Aviation Department
Post Office Box 025504, Miami, Florida 33102-5504
C/O. Director

As to the Lessees:

President
National Air Charter, Inc. & **National Airport Services, Inc**.
6025 NW 18th Street, Bldg. # 716-E, Suite 602
Miami, Florida 33126

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 Lessees when presented to the local management representative of the Lessees.

20.08 Rights Reserved:

Rights not specifically granted the Lessees 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 Lessees for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole active negligence or willful misconduct of the County, its employees, or agents.

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20.10 Rights to be Exercised by Department:

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

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 Lessees or their 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 Lessees that related in any way to the regulatory or quasi-judicial power of the County; and the County shall be released and held harmless by Lessees 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.

20.13 Severability:

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

20.14 Inspections:

The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection and testing to determine compliance with the provisions of this Agreement. This right of inspection and testing shall impose no duty on the County to inspect and shall impart no liability upon

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the County should it not make any such inspections.

20.15 Payment of Taxes:

The Lessees shall pay all taxes and other costs lawfully assessed against their leasehold interests in the Premises, their improvements, and their operations under this Agreement; provided, however, the Lessees shall not be deemed to be in default of their 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 Lessees shall constitute a default pursuant to Article 13.03 (Other Defaults).

20.16 Quiet Enjoyment of Others:

The Lessees shall control the actions of their employees, agents, invitees, and those doing business with it, so as to not annoy, disturb or be offensive to others and to provide the service hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

20.17 Radon Disclosure:

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

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

20.18 Force Majeure:

The terms and conditions of the Agreement (with the exception of the obligation of the Lessees to pay the amounts required by the terms of this Agreement) shall be subject to "Force Majeure". Neither the County nor the Lessees shall be considered in default in the performance of their obligations hereunder, if such performance is prevented or delayed because of unforeseen circumstances due to war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood, hurricane, tornado, lightning, wind damage, or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof because of any act of god or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected, providing 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

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lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the implementation of the Agreement. Notwithstanding the foregoing, the prevention or delay of performance caused by the coronavirus disease 2019 (COVID-19) shall in no way be deemed by Lessees 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 Lessees were 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 Lessees shall be so notified in writing by MDAD, and this Agreement shall be deemed terminated as of the date of the casualty, with the Lessees 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 Lessees following the casualty. In such event, MDAD shall endeavor to find adequate replacement premises for the Lessees 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 Lessees shall determine that: 1) the loss of the damaged portion of the Premises shall have a materially adverse impact on the ability of the Lessees to utilize the Premises for the purposes described in Article 2; or 2) would require the Lessees to obtain other space off the Premises in order to substantially conduct the operations of the Lessees originally conducted within the Premises, then, in either such event, upon written notice to the County, the Lessees may cancel this Agreement as of a date which shall be not later than three (3) months 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 County has not commenced repairs within such notice period for repairs which cannot be reasonably completed within such ninety (90)-day period. 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 Lessees, their officers, employees, agents, contractors, or trespassers, then the Lessees 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

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rentals attributable to the damaged or destroyed premises.

The remedies provided to Lessees in this Article 20.19 are exclusive, and Lessees shall be entitled to no other remedies in the event of a complete or partial destruction of or damage to the Premises.

20.20 Quiet Enjoyment:

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

20.21 Interpretation of Agreement:

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

20.22 Entirety of Agreement:

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

* * * *

EXHIBIT K-08

Listing of Hazardous Materials Usage
(ARTICLE 8.08)

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

PRODUCT NAME ______________________________

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

  ____

MDAD APPROVAL (CIVIL ENVIRONMENTAL ENGINEERING DIVISION)

______________________ ______________________ __________

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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.

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

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: ______________________________
Deputy Aviation Director

Date: ______________________________

ATTEST: Harvey Ruvin, Clerk

By: ______________________________
Deputy Clerk

(SEAL)

LESSEES: NATIONAL AIR CHARTERS, INC. & NATIONAL AIRPORT SERVICES, INC.

By: ______________________________
President

Jorge Y. Alvarez
Print Name

Date: ______________________________

ATTEST:

By: ______________________________
Corporate Secretary

Isabel Ore.
Print Name

Date: ______________________________

(CORP. SEAL)

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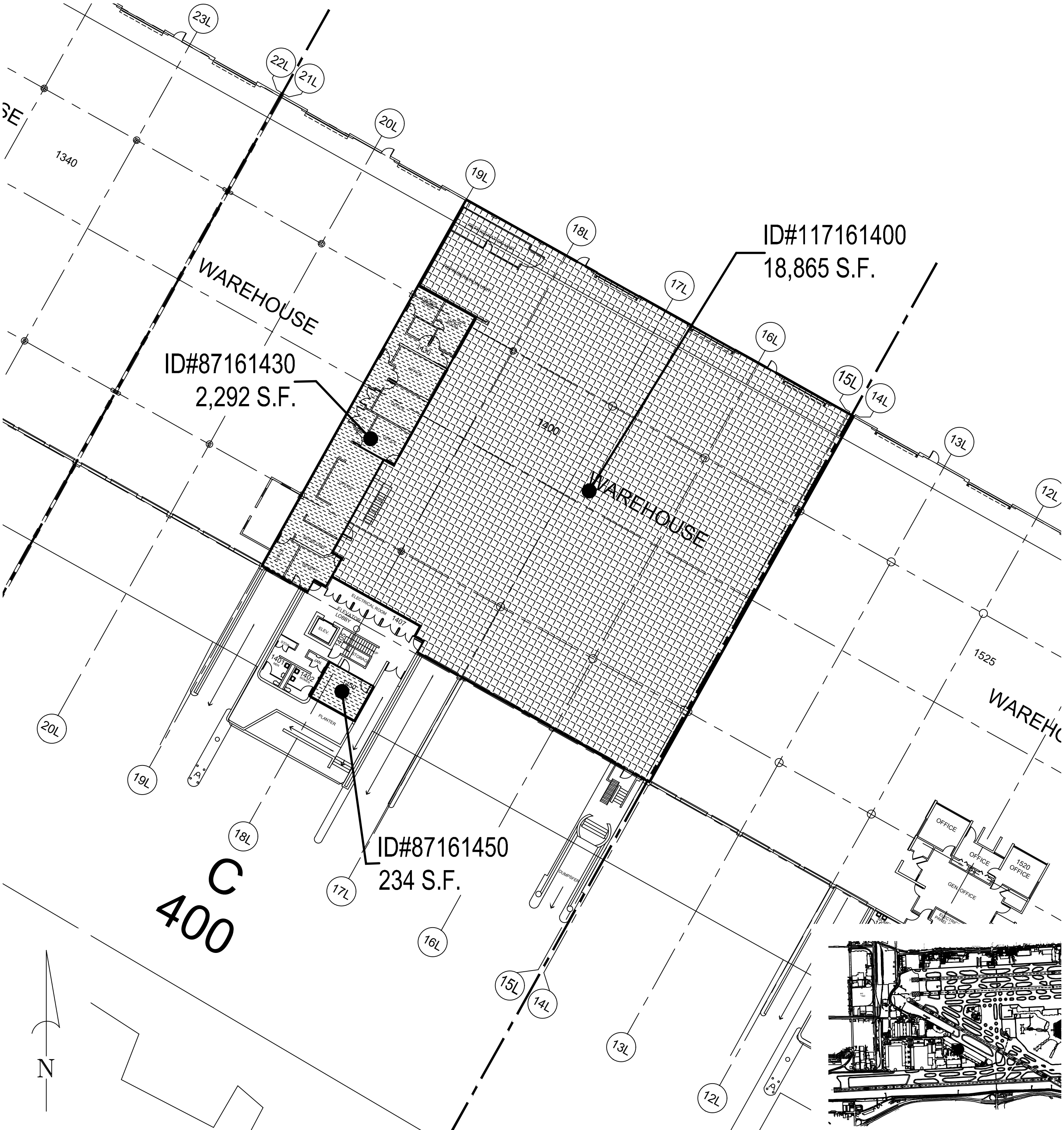


BLDG.# 716 - First Floor

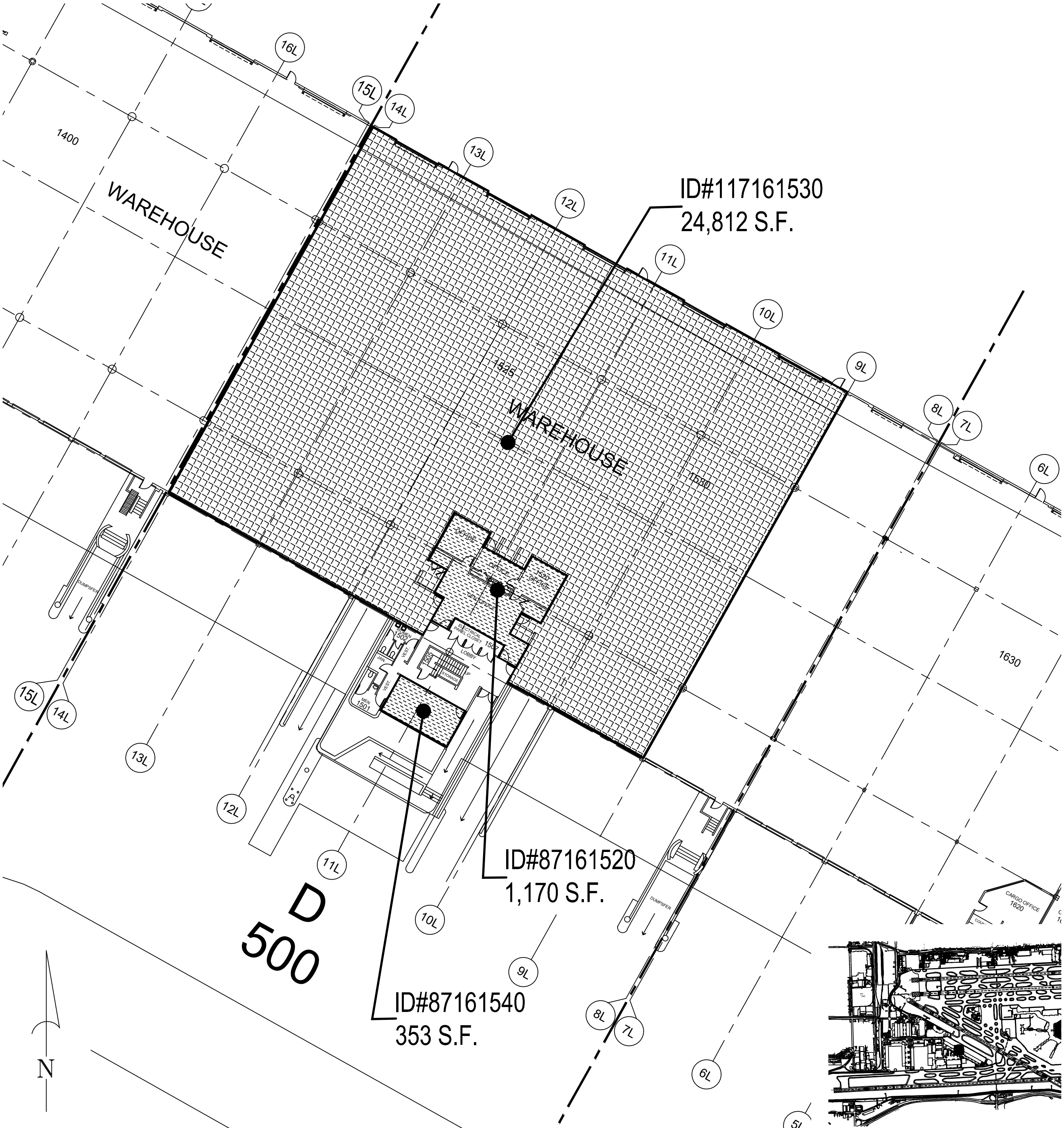
CODE:	SPACE CLASS	SQ. FT.
	A/C Office space	2,526
	Warehouse space	18,865
		21,391

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

NATIONAL AIR CHARTERS INC

SCALE: 1" = 50'	FILE #: 15430	DATE: 9/01/2021



BLDG.# 716 - First Floor

KEY MAP

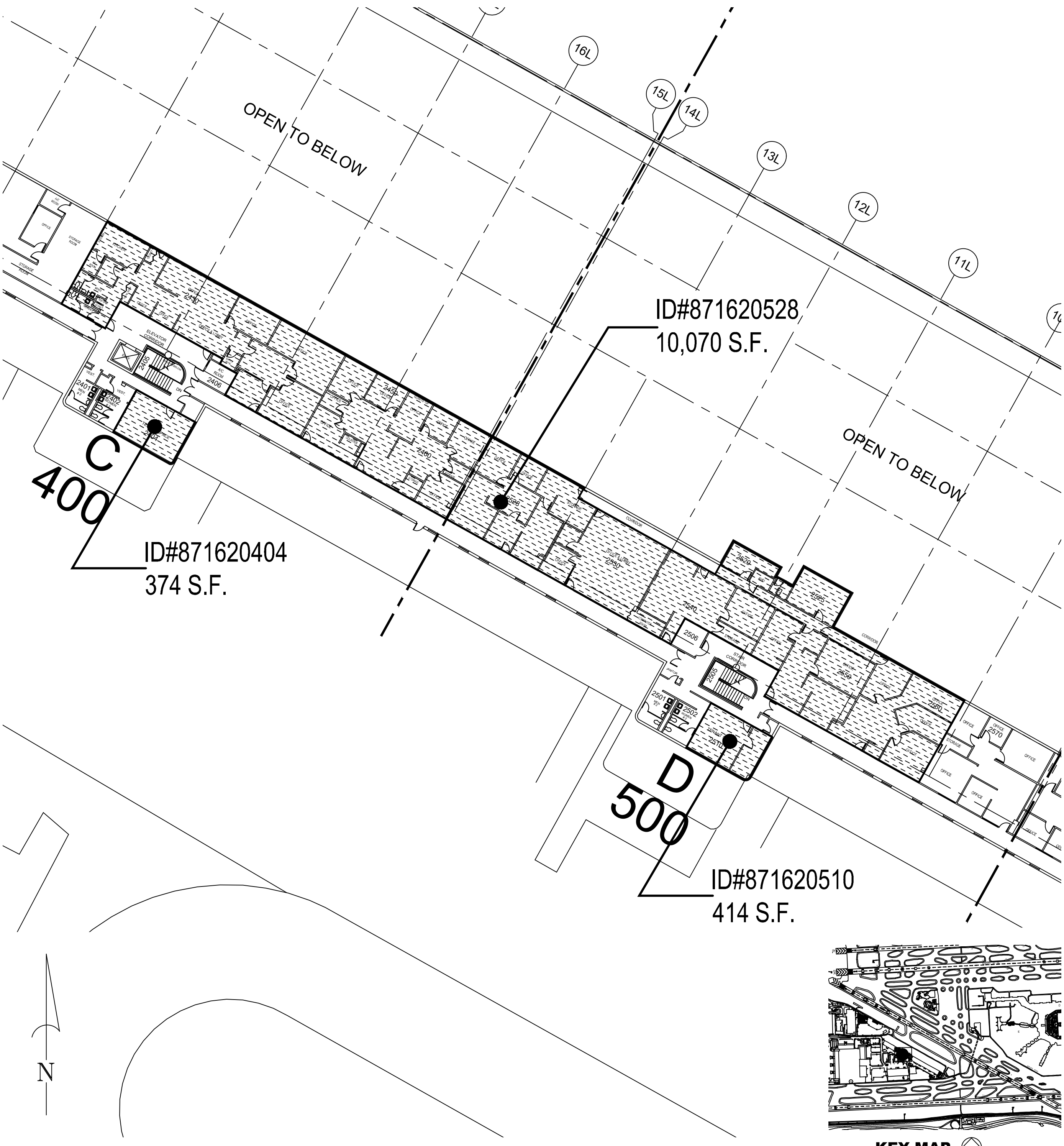
CODE:	SPACE CLASS	SQ. FT.
(grid hatch)	Warehouse space	24,812
(dashed hatch)	A/C Office space	1,523
		26,335

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A-1

NATIONAL AIR CHARTERS INC

SCALE: 1" = 50' | FILE #: 15431 | DATE: 9/01/2021



BLDG.# 716 - Mezzanine Floor

CODE:	SPACE CLASS	SQ. FT.
	A/C Office space	10,858
		10,858

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT B

NATIONAL AIR CHARTERS INC

SCALE: 1" = 50' | FILE #: 15404 | DATE: 2/14/2022

Exhibit L

Proposed Conditions for Leasing Building 716 - Units C and D – MIA Cargo area

May 11, 2021

a. MDAD to negotiate with the parties currently interested in the 716 C-D freighter space.

b. The resultant lease will be in the name of an airline. (The airline may partner with another party).

c. The Lessee shall pay a minimum rental rate of $14/sf for the 43,677 square feet of warehouse, subject to annual review and appraisal of MIA rates = **$611,477 per year**

d. The Lessee shall lease the entire warehouse space of 43,677 square feet

e. The Lessee shall lease all of the mezzanine offices associated with 716 C-D (approximately 11,822 s f) as well as all of the previous 1st floor office space (4,050 sf - now demolished) = approximately **$222,000 per year**

f. The entire premises shall be leased as is and shall be restored at the Lessee's expense.

g. The Lessee shall acknowledge all work associated with readying the premises shall be subject to TAC-N and other County procedures and regulations including but not limited to SBD and RER requirements.

h. The Lessee shall pay to MDAD a nonrefundable consideration fee of **$400,000** to cover costs for work already done in this space.

i. The Lessee shall sign a **full 10-year** lease for the entire premises with no provision for the adjustment of premises except as may be necessary for MDAD's purposes.

Exhibit L-1

Conditions for Leasing Building 716 - Units C and D

CONDITION	ATLAS	DHL	NAS & NAC
B. The resultant lease will be in the name of an airline. (The airline may partner with another party).	Lease will be held by Worldwide Flight Services (WFS).	Lease will be held by DHL.	Lease will be held by National Air Charters, Inc.
C. i $14/sf for the 43,677 square feet of warehouse	$15.00	$14.50	$17.00
C. ii $15. For 1st floor offices	$16.00	$16.00	$16.50
C iii $13.46 for mezzanine office	$14.46	$14.00	$15.00
D. The Lessee shall lease the entire warehouse space of 43,677 square feet.	Condition will be met	Conditions are acceptable	Agree
E. i The Lessee shall lease all of the mezzanine offices associated with 716 C-D (approximately 11,822 s f)	Condition will be met	Conditions are acceptable	Agree
E. ii As well as all of the previous 1st floor office space (4,050 sf - now demolished)	Condition will be met	Conditions are acceptable	Agree
F. The entire premises shall be leased as is and shall be restored at the Lessee's expense.	Condition will be met	Conditions are acceptable	Agree
G. The Lessee shall acknowledge all work associated with readying the premises shall be subject to TAC-N and other County	Condition will be met	Conditions are acceptable	Agree

procedures and regulations including but not limited to SBD and RER requirements.			
H. The Lessee shall pay to MDAD a nonrefundable consideration fee of $400,000 to cover costs for work already done in this space.	Condition will be met	Conditions are acceptable	Agree – They will pay this amount over a period of 5 years, at the sum of $80,000.00 per year.
I. The Lessee shall sign a full 10-year lease for the entire premises with no provision for the adjustment of premises except as may be necessary for MDAD's purposes.	Condition will be met	Conditions are acceptable	Agree

MEMORANDUM
(Revised)

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

DATE: October 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

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

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_______ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved ________________________ Mayor

Veto __________

Override __________

Agenda Item No. 8(A)(1)
10-6-22

RESOLUTION NO. R-914-22

RESOLUTION APPROVING 10-YEAR DEVELOPMENT LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, NATIONAL AIR CHARTERS, INC. AND NATIONAL AIRPORT SERVICES, INC. FOR THE CONSTRUCTION AND EXPANSION OF BUILDING 716 C AND D AT MIAMI INTERNATIONAL AIRPORT FOR AN ANNUAL RENTAL RATE OF $1,083,891.00 AND ONE-TIME PAYMENT OF $400,000.00 FOR WORK PREVIOUSLY PERFORMED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DEVELOPMENT LEASE AGREEMENT AND EXERCISE THE PROVISIONS THEREIN, INCLUDING TERMINATION; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE THE DEVELOPMENT LEASE TO THE COUNTY PROPERTY APPRAISER IN ACCORDANCE WITH RESOLUTION NO. R-791-14

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

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

Section 1. This Board approves the terms of the attached 10-year Development Lease Agreement No. C-011952 between Miami-Dade County, National Air Charters, Inc. and National Airport Services, Inc., for the construction and expansion of Building 716 C and D at Miami International Airport for an annual rental rate of $1,083,891.00 and one-time payment of $400,000.00 for work previously performed by another tenant at Miami International Airport.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Development Lease Agreement No. C-011952 on behalf of the County and exercise the provisions therein, including termination.

Section 3. Development Lease Agreement No. C-011952 shall supersede Lease Agreement No. 011987.

Section 4. This Board directs the County Mayor or County Mayor's designee to provide a copy of Development Lease Agreement No. C-011952 to the County Property Appraiser in accordance with Resolution No. R-791-14.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **absent**

Sen. René García	**absent**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**absent**	Kionne L. McGhee	**aye**
Jean Monestime	**aye**	Raquel A. Regalado	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Basia Pruna
By:________________________
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. APP

Altanese Phenelus