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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 14(A)(8)

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

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.35(1)(b)(1), Florida Statutes, a 40-year development lease agreement between the County, as landlord, and Miami Gateway Partners, LLC, as tenant and developer, for an 11.19-acre parcel of land at Miami International Airport's West Cargo Area located at 1701 NW 63rd Avenue, with a minimum investment of $400,000,000.00 and an estimated $512,000,000.00 in rent and other revenue due to the County over the life of the Lease; authorizing the County Mayor to execute the Lease, to take all actions necessary to effectuate same, and to exercise all rights conferred therein, including the termination rights; and directing the County Mayor to provide an executed copy of the Lease to the Property Appraiser's Office within 30 days of Lease execution

Resolution No. R-709-24

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado and Co-Sponsor Commissioner Kevin Marino Cabrera.

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

Date: July 16, 2024

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

From: Daniella Levine Cava
Mayor

Subject: Recommendation to Approve a Master Development and Lease Agreement Between Miami-Dade County and Miami Gateway Partners, LLC for the Construction of an Automated Vertical Cargo Solution at Miami International Airport

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Executive Summary

This agenda item is recommending the County enter into the attached 40-year Master Development and Lease Agreement (MDLA) with Miami Gateway Partners, LLC (hereinafter referred to as the "Developer"), which is a corporate entity comprised of a joint venture between Airis Aviation Development, LLC (Airis) and Vantage Airport Group US (Ltd.) (Vantage) that is proposing to lease County-owned land for a term of 40 years and invest a minimum of $400 million to design, build, finance, operate, and maintain on what will be known as the "Vertically Integrated Cargo Community" (VICC Facility), approximately 784,087 square feet in size, on 11.19 acres at Miami International Airport (MIA). The lease term begins 10 days after approval by the Board of County Commissioners (Board), unless vetoed by the County Mayor, and expires on the 40th anniversary of the commencement date. There is no provision for renewal options. It is estimated the County will receive a minimum of approximately $512 million in revenues over the 40-year lease term from the cargo operations and concessions of the VICC Facility.

The VICC Facility, which will designed to meet Silver Leadership in Energy and Environmental Design (LEED) Certification and comply with the County's Sustainability Program, will augment MIA's current cargo capacity from 2.9 –3.0 million U.S. annual tons to a minimum of approximately 4.5 million U.S. annual tons. The increase in capacity is needed as it is estimated that MIA will reach 2.9 million U.S. annual tons in airfreight in Calendar Year (CY) 2024, close to 4 million U.S. annual tons in CY 2031, and about 5 million U.S. annual tons in CY 2041. These projected cargo volumes put MIA at risk of considerable cargo volume leakage to competing airports and cities, the loss of MIA's cargo market share would jeopardize Miami's commercial dominance in the Americas and the airport would risk losing its status as a "Premier Passenger and Cargo Hub" in the not-too-distant future.

The Developer has made a commitment to assemble a design-build team in which 60 percent of the firms that are hired to work on this cargo facility project and other associated projects are locally headquartered in Miami-Dade County. There will be ample opportunities for local businesses with expertise in the design, development, construction, and operational phases of the project to be added to the design-build team during the first 18 months of the 40-year lease term to implement roadway, utility, pavement, parking lot, and landscape improvements that will become County property upon completion. Small business enterprise participation will be determined by the County's Internal Services Department's Small Business Development (SBD) Division as projects will be submitted by

the Developer to SBD for the application of Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) goals.

The County will reap significant economic benefits from the employment opportunities generated from the design and construction of the VICC Facility, as the project (as planned) is anticipated to create more than 8,500 construction jobs and 2,500 permanent post-construction jobs generating approximately $600 million in labor income. The Developer has also committed to employing local businesses and small business firms registered with the County in addition to providing job training and placement opportunities for VICC workers.

Because this MDLA involves the lease of County-owned land, compliance with Implementing Order (I.O.) No.: 8-4, which governs the sale, lease, and conveyance of County-owned airport property is required, as such, the due diligence mandated under I.O. 8-4 was completed by the Administration and documented by the Miami-Dade Aviation Department (Aviation Department or MDAD) in Exhibit A as attached to this memorandum.

Recommendation

Pursuant to Section 125.35 of the Florida Statutes, it is recommended that the Board adopt the attached resolution approving a 40-year master development agreement between Miami Dade County and Miami Gateway Partners, LLC, entitled: "Master Development and Lease Agreement between Miami-Dade County, Florida, as Lessor, and Miami Gateway Partners, LLC, as Lessee, at Miami International Airport" (MDLA) with no renewal options. Furthermore, the attached resolution requires a status report to the full Board at the end of the Due Diligence Period.

Project Description

Potential conflicts with Atlas Air & Florida East Coast Railway

In compliance with Miami-Dade County Resolution No. R-191-22, the selected development site for the VICC Facility does not include any land within the Florida East Coast Railway (FEC) corridor or the area directly adjacent to it as the selected development site is located approximately 3,500 feet east of the FEC railroad line located west of NW 68th Avenue. The proposed Atlas Air Expansion Site includes all of the site which encompasses Building 703 and Building 704. MDAD cannot offer Atlas Air the complete Expansion Site until such time as American Airlines (AA) is relocated from Building 704 to a new location. In no event shall AA be required to vacate Building 704 unless and until MDAD has provided for AA to relocate to comparable or better facilities to accommodate AA's operations. MDAD will take all reasonable actions to accommodate AA's need to consolidate its operational activities in a centralized location appropriate for such uses. Such operational activities shall include but not be limited to aircraft maintenance and storage, ground support equipment storage and maintenance, additional operational supporting vendors, and facilities maintenance space. In addition, MDAD will work closely with AA on the timing of the relocation to avoid negative impacts on AA's operations.

MDAD is committed to working with Atlas Air on a lease of the partial Expansion Area and intends to preserve flexibility by ensuring that any standard lease of Building 704 to AA provides early termination rights to enable the relocation of AA, which will be exercised once the above-referenced conditions have been met. Once AA's relocation out of Building 704 is complete and operational,

MDAD intends to lease the balance of the Expansion Site to Atlas Air. No lease with Atlas Air for expansion can be issued absent the future approval of the lease by the Board, which will be presented if and when MDAD and Atlas Air have agreed on all terms and the lease is fully negotiated. MDAD will negotiate a development lease based on Atlas Air's phased proposal by the conclusion of calendar year 2024.

MDLA Key Performance Indicators

The MDLA requires the Developer to invest a minimum of $400 million to design and construct a VICC Facility over a development period of 60 months with construction commencing 24 months after the execution of the MDLA. The failure to meet the minimum investment will not be a default so long as the Developer satisfies MDAD's Tenant Airport Construction – Non-reimbursable (TAC-N) requirements and satisfies all of the following Key Performance Indicators on or before the date of beneficial occupancy: (i) a minimum cargo throughput volume capacity of at least of 2.5 U.S. annual tons per square feet of cargo operations area, (ii) no less than 600,000 square feet of cargo operations area, (iii) construction completion no later than 60 months from the MDLA effective date, (iv) compliance with the County's Sustainability Building Program, and (v) Silver LEED Certification.

VICC Facility Work Scope

The Developer will lease approximately 11.19 acres of land within Folio No. 30-3036-000-0010 located at 1701 N.W. 63rd Avenue to design and construct a modern-day cargo facility, which consists of 24,908,915 square feet and currently houses 11 buildings. The proposed VICC Facility will consist of a four-level structure with no less than 600,000 square feet of cargo operations area that will include an automated and mechanized cargo handling system, up to 189 truck docks, dock operations, cargo acceptance, intermediate automated storage and retrieval systems, buildup/breakdown stations, administrative offices, training, and conference facilities, Department of Homeland Security (DHS) services including federal inspection and screening facilities, and a robust commercial area on the fourth floor to accommodate value-added services such as food and retail and an adjacent structured parking garage for the VICC employees, visitors, vendors and the public. The VICC Facility will be designed to process no less than 1.5 million U.S. annual tons for main deck and belly cargo operators and will include a commitment to sustainability and resiliency. The exact distribution of the functional spaces will be established as part of the design development process to reflect MIA's specific operational needs following the execution of the MDLA and compliance with the requirements of the National Environmental Policy Act (NEPA). In addition, the Developer will design and construct certain off-site common-use improvements needed for the development of the VICC Facility as described in more detail on pages 5 and 6 of this memorandum.

Depending on the suitability of certain parcels of land (above ground and underground) and close to or on the proposed development site, the footprint of the VICC Facility development site may be modified through the inclusion of other parcels that are currently used for mostly non-operational purposes by neighboring airport tenants. These parcels will be converted into roads, parking lots or other facilities to provide ingress and egress access to the VICC Facility and other cargo facilities on nearby properties as noted in Tenant Impact Table attached as Exhibit B.

As can be seen in Exhibit B, although there are certain impacts to neighboring tenants, solutions have been identified, with the exception of one (1) month-to-month tenant (Termite Doctor) that will be relocated as that parcel will be used as part of the development site. The Developer and the County shall

coordinate with such tenants at the Developer's sole cost, to either relocate such tenants or terminate their occupancy agreements without causing breach (including, but not limited to, lease agreements, license agreements, etc.) so that the VICC Facility development site becomes available to the Developer prior to the end of the first 18 months of the lease term. If any of the parcels of land needed for the development site cannot be acquired by the Developer for any reason, the Developer may exercise its right to terminate this MDLA. MDAD also has the right to review and approve the final plans and the overall configuration of the project during the first 18 months and, if MDAD does not approve, the County may exercise its own right to terminate the MDLA.

In addition, there will be certain roadway access impacts during construction of the new N.W. 63rd Avenue roadway to Building Nos. 711 and 712, which will reroute user access to and from Building Nos. 714 and 716. The plan also calls for the relocation of a fuel tender facility and fuel truck parking and other ancillary projects such as a central support area and retail facilities, but these projects will not impact the operations of airport tenants.

Three (3) Development Phases

Per the terms and conditions of the MDLA, the 40-year lease term is divided into three (3) phases beginning with an 18-month Due Diligence Phase, followed by a Construction Phase that starts the day after the expiration date of the Due Diligence Period and ends at the onset of the Operations Phase, which remains in effect until the end of the lease term. The details of each development phase are noted below.

A. Due Diligence Phase

The Due Diligence Phase begins 10 days after the Board approves the MDLA and runs for a maximum of 18 months providing the Developer with the opportunity to perform due diligence to determine the suitability of the leased premises, finalize the overall plans and configuration of the project, and secure the financing necessary to build the project. During this time period, the Developer will obtain the necessary approvals to begin development such as surveys and permits, as well as any reviews required by the Federal Aviation Administration (FAA) under the National Environmental Policy Act (NEPA) including but not limited to traffic, noise impact, environmental investigations, and site inspections. Moreover, the Developer will be responsible for funding all required environmental remediation costs (air, noise, water, soil, light and social equity) associated with the Building 713 site up to $3.5 million provided that the County funds any excess costs up to $3.5 million, after which time it is up to the Developer to fund any remaining costs, at its sole discretion.

During the Due Diligence Phase, the Developer is not allowed to conduct any business, perform any development, or alter the leasehold premises, and given these restrictions, the Developer will pay a reduced rent, as described below in the Fiscal Impact section.

It is also worth noting that upon Board approval of this MDLA, the Developer and the County may terminate the MDLA without cause and without penalty during the Due Diligence Period, which is set for 18 months and can be extended up to 12 months with the County's approval. Additionally, during this time, if the Developer is not able to demonstrate that it has secured the funding necessary to construct the project or is unable to provide the final plans and specifications that meet the County's expectations, the County has the right to terminate the MDLA.

B. Construction Phase

The Construction Period begins on the day after the Due Diligence Period ends. This time period allows the Developer to develop the leased premises for the purpose of constructing the VICC Facility. The Construction Period ends on the day Beneficial Occupancy or Substantial Completion is achieved or the 42nd month after the first day of this Phase. MDAD has the ability to agree to extend the Construction Phase Period up to a maximum of 12 months.

Beneficial Occupancy or Substantial Completion begins the earlier of (i) the date on which the appropriate code enforcement agency for the Building Department has issued a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TOC) that enables the Developer to occupy or utilize the relevant Improvement in any manner, (ii) the date on which the Developer commences the use of the relevant Improvement for its intended use (with or without a TCO or CO), or (iii) the date on which Substantial Completion of the relevant Improvement would have occurred and on which the appropriate code enforcement agency would have issued a CO or TCO but for the occurrence of the Developer's delays, (except in cases of Excusable Delays), all as determined at the sole reasonable discretion of the County.

C. Operation Phase

The Operation Phase begins on the day after the Construction Phase ends. This time period allows the Developer to operate the VICC Facility for the remainder of the 40-year term.

Off-Site "Common-Use" Improvements

Based on the Developer's conceptual design of the VICC Facility, there are a number of off-site common-use improvements that will be constructed as part of the project. Table A, as depicted on the next two pages, shows these improvements and their funding source. The projects will be designed, built, and funded by the Developer with the exception of several projects to be funded by MDAD that include (i) the design and demolition of Building 703, which is already included in MDAD's CIP and is estimated to cost $8.5 million, and (ii) construction of two (2) aircraft ramp projects that will provide common use aircraft parking for airport tenants and together are estimated to cost $89.7 million including design and construction. The first ramp project, Ramp Romeo, will provide six (6) aircraft parking positions and is estimated to cost $73.2 million; $8.2 million for design and $65 million for construction. The second ramp project, Ramp Sierra, will provide two (2) aircraft parking positions and is estimated to cost $16.5 million; $1.5 for design and $15 million for construction.

The Developer will be reimbursed for the design of both ramp projects through MDAD's Tenant Airport Construction Reimbursable (TAC-R) process, as long as MDAD approves the design work by August 1, 2025. MDAD will then construct both ramp projects and fund 100 percent of the construction work if grant monies are secured from the FAA, which usually covers 75 percent of all construction project costs. If for any reason the County does not receive sufficient FAA funding, and an agreement cannot be reached by both the County and the Developer on the funding for the aircraft ramp work on or before the last day of the Due Diligence Phase, either party may terminate this MDLA without liability. If a funding decision is not made by the FAA by the end of the Due Diligence Phase, the parties may agree to extend their respective deadlines to terminate the MDLA for a reasonable time.

It should be noted that MDAD's construction and expenditure obligations under this MDLA are contingent upon approval by the Majority-in-Interest of Airlines identified in Article 6(D) of the 2018 Airline Use Agreement for MIA.

Table A.

Type of Use	Project Description	Funding Source
Common Use	Existing West Cargo Fuel Loading Rack and Fuel Truck Parking Facility Relocation	100% Developer-funded
Common Use	Ramp Romeo Infill	100% MDAD-funded
Common Use	Ramp Romeo	Design - 100% Developer-funded, to be reimbursed by MDAD contingent on MDAD's approval of design work no later than August 1, 2025. Design work to include: biddable construction plans, construction schedules and cost estimates. Construction: 100% MDAD, of which approximately 75% of total project costs are subject to FAA funding. If FAA funding is not secured, and neither party agrees on alternative funding mechanisms, either party may terminate this MDLA.
Common Use	Hydrant Fueling System	100% Developer (MDAD is responsible for constructing but Developer required to reimburse 100%.
American Airlines	GSE Pavement Area	100% Developer
Common Use	AOA Service Yard	100% Developer
American Airlines	Modified Parking Lot for Bldg. 704	100% Developer
Common Use	Truck Staging Area	100% Developer
Common Use	Relocated RSR Connector to Ramp Romeo	100% Developer
Common Use	NW 22 Street Bridge	100% Developer
Developer	Elevated Entry to VICC Facility	100% Developer
Common Use	New NW 22nd Street	100% Developer
Common Use	New 62nd Street	100% Developer
Common Use	New NW 63rd Ave	100% Developer
Common Use	RSR Connector (between Ramp Romero & Sierra)	100% Developer
Aero Miami II, LLC	Modified Building 711 Parking Lot	100% Developer
Common Use	Ramp Sierra Infill	100% MDAD

Common Use	Ramp Sierra	Design - 100% Developer-funded, to be reimbursed by MDAD contingent on MDAD's approval of design work no later than August 1, 2025. Design work to include: biddable construction plans, construction schedules and cost estimates. Construction: 100% MDAD, of which approximately 75% of total project costs are subject to FAA funding. If FAA funding is not secured, and neither party agrees on alternative funding mechanisms, either party may terminate this MDLA.

Scope
MIA is located primarily within District 6, which is represented by Commissioner Kevin M. Cabrera. However, the impact of the proposed automated vertical cargo solution is countywide as MIA is a regional asset.

Delegation of Authority
The MDLA delegates to the County Mayor or County Mayor's designee the authority to exercise the provisions in the MDLA, execute the MDLA, and exercise all termination rights conferred therein which include but are not limited to: (i) payment default of rentals, fees and charges, (ii) failure to comply with the covenants of this MDLA as well as all federal, state and local requirements and applicable environmental laws, (iii) failure to provide adequate assurances confirming there are sufficient funds to develop and construct the improvements, (iv) performance of unauthorized services/products, (v) abandonment of premises or discontinuance of operations, and (vi) failure to provide final Plans and Specifications for the project that are acceptable to the County.

Fiscal Impact
As per the terms and conditions of the MDLA, there is a twofold fiscal impact to the County. The Aviation Department estimates that the County will receive, at minimum, $512 million, inclusive of estimated escalations in revenues, over the 40-year term including the Due Diligence, Construction and Operation Phases. On the other hand, as discussed earlier, subject to certain conditions, the County will be responsible for funding environmental remediation costs associated with the Building 713 site, two off-site common use improvements, as well as the design and demolition of Building 703. The impacts, costs and revenues associated with the VICC Facility are noted below.

A. Annual Ground Rent - Once construction begins until the date of Beneficial Occupancy, the total estimated ground rent payment equals approximately $5,429,000.00 for the 42-month construction period. If the Construction Phase is extended by 12 months, the rent collected over the fifty-four (54) months period will be approximately $7,372,000.00 over the full development period.

The Developer shall pay the annual ground rent on a monthly basis as determined by the County to be fair market value rental rates established through appraisal and approved by the Board beginning on the

commencement date of the MDLA, and pro-rated if the effective date of the MDLA is other than the first day of the month.

The annual fair market rent rates are subject to the annual adjustments based upon yearly appraisals by an independent appraiser under contract with MDAD and as approved by the Board as part of MDAD's Annual Rates and Charges as published. The appraisals are subject to FAA review and acceptance.

B. Due Diligence Phase Ground Rent – The total estimated payment over 18 Months is approximately $721,000.00; if an extension is exercised up to 12 months once the period ends, the payment will total $1,220,000.00. From the commencement date of the MDLA until the end of the Due Diligence Phase, which may not exceed 30 months, the Developer will pay the County an amount equal to one-third (1/3) of the annual land rent as determined by the County to be fair market value rental rates established through appraisal and by the Board, in monthly installments. This amount represents a reduced amount in light of the fact that the Developer may not conduct any business or perform any development during the Due Diligence Phase. If the effective date is other than the first day of the month, the amount shall be prorated, and payment of the Due Diligence Phase Fee thereafter shall be due on the first of each month.

The annual fair market rent rates are subject to the annual adjustments based upon yearly appraisals by an independent appraiser under contract with MDAD and as approved by the Board as part of MDAD's Annual Rates and Charges as published. The appraisals are subject to FAA review and acceptance.

C. Construction Phase Rent Payment – Upon the commencement date of the Construction Phase until the date of Beneficial Occupancy, an annual payment shall be made in the amount of $5,429,000.00 during the 42-month construction period; if a 12-month extension is granted by MDAD, annual rent payments shall equal $7,372,000.00 over the extended construction phase. The annual ground rent amount due shall be abated by an amount equal to the approved improvements costs funded by the County capped at $1 million for the project entitled: "Interior RSR Connecting Ramp Romeo to Ramp Sierra", which is a common-use project that will be used by airport tenants to access Ramps Romeo and Sierra.

D. Participatory Rent – The total estimated payment over the 40-year term equals approximately $406,288,000.00 based on the Developer's projections. Commencing on the Date of Beneficial Occupancy, on or prior to the 10th day of each calendar month through the term of the MDLA, the Developer shall pay participatory rent, which consists of an amount equal to seven percent (7%) of Gross Revenues of the prior month minus the land rent amount. If there are no Gross Revenues for a given month or the amount equal to seven percent (7%) of Gross Revenues of the prior month is less than the land rent amount due, then no participatory rent payment shall be due to the County.

E. Lost Rent Payment - Within 30 days after the date of Beneficial Occupancy, the County will provide the Developer with a Rent Roll that includes the names of each airport tenant that is currently paying rent to the County. In the event an airport tenant terminates their MDAD lease and relocates to the VICC Facility and pays rent, the Developer will pay the County a "Lost Rent" payment in the aggregate amount equivalent to all rents that the County would have received from the airport tenant. Such payment will be deferred for a period of five years and will be made in full on the first day of the calendar year following the fifth anniversary of the Date of Beneficial Occupancy under the terms and conditions of the MDLA. The Lost Rent accrual will terminate upon the earliest of the following dates: (i) the date

that is two (2) years after the date on which a new VICC Facility tenant begins making rent payments to the Developer, (ii) the date that is five (5) years from the Date of Beneficial Occupancy, or (iii) the date on which County has leased the vacated space previously occupied by the new VICC Facility Tenant.

F. IRR Rent (Investment Rate of Return) - Over the life of the agreement, the Developer's equity holders expect to receive distributions that result in an investment return. The forecasted investment return, a compounded annual percentage rate, will be calculated initially in a financial model. Should actual net distribution revenues result in an investment return to the equity holders that is higher than forecasted in the financial model (or fifteen percent, whichever is less), the County is entitled to receive a percentage of the excess net distribution revenues above this IRR Rent Threshold. That excess amount of net distribution revenues payable to the County is defined as IRR Rent, which can range between fifteen percent up to thirty percent (the IRR Gain Share) of any excess net distribution revenue amount above the IRR Rent Threshold. There is a calculated cash flow to equity required to achieve the IRR Rent Threshold each year and the amount compounds annually at the assumed IRR Rent Threshold.

The IRR Rent, if any, shall be paid to the County annually within 60 (sixty) days at the end of every calendar year during the 40-year lease term commencing on the Date of Beneficial Occupancy.

G. MDAD Costs - The Aviation Department may incur the costs noted below, contingent on certain conditions. The estimates and funding sources for such costs are included:

a. Environmental remediations costs for Building No. 713 up to $3.5 million; Funding Source – Environmental Recovery Fund.
b. Design and demolition costs for Building 703 estimated at $8.5 million; Funding Source- MDAD's Aviation Revenue Bonds.
c. Design costs for Aircraft Ramp Project Romeo estimated at $8.2 million and Ramp Sierra at $1.5 million, making for a total of $9.7 million; Funding Source - Aviation Revenue Bonds.
d. Construction costs for Aircraft Project Romeo estimated at $65 million and Ramp Sierra at $15 million, making for a total of $80 million; this is contingent on receiving FAA grant funds (Airport Infrastructure Grant and Airport Improvement Program Funds) that could fund up to 75 percent of the total project costs estimated at $89.7 million; Funding Source – Aviation Revenue Bonds.

It must be pointed out that MDAD's construction and expenditure obligations under this MDLA are contingent upon approval by the Majority-in-Interest of Airlines identified in Article 6(D) of the 2018 Airline Use Agreement for MIA.

Non-Standard Contractual Rights in the MDLA

Two non-standard contractual rights have been granted to the Developer in this MDLA due to the magnitude of the investment being made and the risks being assumed by the Developer, that make this vertical cargo project a unique development project, distinct from any other MDAD design-build project. First, the annual land rent payable to the County is being abated in an amount equal to the approved improvement costs for a common-use project, that will benefit the airport and its tenants entitled: "Interior RSR Connecting Ramp Romeo to Ramp Sierra", which credit will be capped at $1 million. Second, the use of an appraisal process to determine the VICC Facility's replacement costs in case the County materially breaches the contract resulting in the complete loss of the Developer's business or the facility operating at a loss on an ongoing basis. On the other hand, the MDLA grants the County the right to share in excess profits of the business when distributions are owed to the equity

investors in addition to receiving lost rent from airport tenants in the event they terminate their existing leases and lease space in the VICC Facility.

Miami-Dade County Programs in the MDLA

The attached MDLA reflects the negotiated terms and conditions between the Developer 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; Residents First Training and Employment Program under Section 2-11.7; Employ Miami-Dade under Administrative Order (AO) 3-6; Responsible Wages and Benefits for County Construction Contracts - Implementing Order No. 3-24; Guidelines and Procedures for the Sale, Lease, and Conveyance of County Real Property - Implementing Order 8-4, and any other program of the County applicable to the Developer's activities, including the Department's Tenant Airport Construction Program in effect, as such procedures, programs, ordinances, or code provisions may be amended from time to time.

FAA Approval

Implementation of this MDLA is contingent upon the occurrence of the following conditions (i) MDAD's receipt of the 707 Certificates from both the Traffic Engineers and the Consulting Engineers determining that the improvements to be constructed meet the requirements of the Trust Agreement, and (ii) review and approval from the FAA. In the event the FAA determines that the provisions of the MDLA are inconsistent with Federal requirements, the parties will be required to adjust the terms of the MDLA to meet such requirements. Failure to address FAA regulatory concerns could impact MDAD's ability to receive federal and state grant funding for airport projects.

Track/Monitor

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

Background

The past three to four years have been record years for cargo at MIA with unprecedented increases in e-commerce goods and pharmaceutical supplies in addition to Miami's traditional cargoes such as flowers, fruit, vegetables, fish and other perishables. As the demand for cargo business services continues to increase in the Miami area, the need for additional cargo space at MIA also continues to rise. With the Board's approval of this MDLA, the VICC Facility will expand and elevate MIA's existing air cargo hub to that of a world class cargo operation, and Miami-Dade County will be recognized as having an advanced automated vertical cargo facility on-airport site. It will place MIA on the "cutting edge" with respect to cargo and solidify/futureproof its position as a premiere cargo airport enabling the County to retain MIA's current rankings nationwide as the number one airport in international freight, the number three airport in total freight and total cargo (freight and mail) in the United States, and the number six airport worldwide for international freight, total freight and total cargo (freight and mail).

Steps have been taken to protect the business operations of MIA's existing leaseholders. The original development site was changed to an area that is currently unoccupied in order to avoid major disruptions to MIA's existing business partners. Furthermore, MDAD staff will remain actively involved and review

and approve the Developer's construction plans and schedules in order to minimize potential construction impacts. Throughout the 40-year lease period, it is estimated that the VICC Facility will generate, at minimum, approximately $512 million in revenues to the County. For the reasons mentioned above, it is in the best interests of the County to proceed with the construction of the VICC Facility as it will benefit the County in numerous ways and serve to promote the interests of the County well into the future. Listed below are the most significant benefits of the MDLA.

- The Developer is required to make a private sector investment of a minimum of $400 million to construct a four-level state-of-the-art automated vertical cargo handling structure in a land area consisting of approximately 11.19 acres of land in MIA's West Cargo Area. The MDLA will shield the County from capital risk, from commercial and market risk, and all construction and construction-scheduling risks.

- The Developer has committed to generating new revenue streams for the County without the requirement for capital outlay by the County. The VICC Facility offers the County facility rent subsidies, participatory revenues, and ground lease rents (which are estimated to total approximately $512 million over the life of the lease) from the VICC Facility's cargo operations and concessions.

- The Developer anticipates that construction of the VICC Facility will advance MDAD's existing Cargo Master Plan by approximately 20 years by increasing MIA's current estimated cargo capacity from 2.9 –3.0 million U.S. annual tons to a minimum of approximately 4.5 million U.S. annual tons, while the Developer retains the risk should the actual forecasted cargo growth rate be lower or does not materialize.

- The Developer is solely responsible for marketing the VICC Facility to prospective airport tenants and customers and understands that the County has no responsibilities associated with MIA's current or future cargo capacity projections, tenants, and customers in connection with the design, construction, and operations of the VICC Facility.

- At minimum, 60 percent of the architectural and engineering professional and trade-based firms retained by the Developer to design and construct the VICC Facility will be headquartered in Miami-Dade County. Furthermore, the Developer has committed to hiring small businesses registered with the County for all phases of the project. Additionally, the estimated 2,500+ post-construction jobs created will primarily be filled by locally residing employees.

- The VICC Facility will promote economic expansion countywide by providing residents with approximately 8,500 temporary jobs during the construction period generating approximately $500 million in wages and approximately 2,500 permanent jobs related to the operation and maintenance of the VICC Facility generating approximately $100 million in wages.

- The VICC Facility will be designed to achieve LEED "Silver" rating, as the design was recently assessed by the Global Infrastructure Basel (GIB), an internationally

recognized UN Annex Foundation, earning its highest rating, a Silver Certification, under SuRe standards for sustainability and resiliency.

History of this MDLA

In October 2020, the Miami-Dade County Office of the Mayor received an unsolicited proposal from the joint venture team of CCR USA Airport Management, Inc. (CCR) and Airis that offered the County, through its Aviation Department, a new and unique cargo infrastructure solution for MIA with a minimum investment amount of $1.1 billion. The proposal proffered to enter into a 50-year ground lease for MDAD-owned land to design, build, operate, and maintain, with private funds, an automated, five-level, 1,706,575 square foot vertical cargo facility on 29.4 acres on airport-site land in MIA's West Cargo Area. The total development site would be comprised of 41.4 acres aggregated from existing MDAD land and two non-MDAD owned parcels, totaling 12 acres. Because of MIA's current air cargo capacity constraints and projected cargo capacity growth, the overall concept of a state-of-the-art vertical cargo solution at MIA was well received by the Administration.

In March 2022, the Board of County Commissioners (Board) adopted Resolution No. R-191-22 as amended in response to the unsolicited proposal and approved the County Mayor's recommendation to (i) reject the unsolicited proposal, (ii) not issue a competitive solicitation for the same project purpose, (iii) enter into direct negotiations with the CCR+Airis partnership pursuant to Section 125.35 of the Florida Statutes, and (iv) place on the agenda for Board review and approval a master development agreement for the design and construction of the proposed automated vertical cargo platform at MIA as well as other required ancillary facility. In addition, the Resolution directed the County Mayor to negotiate economic terms related to the conditions of employment (such as wage rates and benefits) for workers at or on any such vertical cargo facility and to exclude from the master development agreement any land within the Florida East Coast Railway (FEC) corridor or the area directly adjacent to it as well as any land that could conflict(s) with Atlas Air's future cargo development plans at MIA.

After Resolution No. R-191-22 was adopted by the Board, the Aviation Department proceeded to put together a team of experienced senior staff members from its Engineering, Real Estate, Business Development, Marketing and Finance Divisions, as well as staff from the County Attorney's Office, and a series of meetings were held with the Airis team to discuss the terms and conditions of a master development agreement. The County's Office of the Inspector General was invited to observe the negotiations and was present throughout the proceedings.

After the negotiation process began, CCR, the equity partner of the joint venture, withdrew from the team in 2022, and in early 2024 Airis replaced CCR with Vantage as their new equity partner. Nonetheless, County staff continued to negotiate with the Airis team during this period of time and both parties worked together to address the needs of the County, compromising where possible, to achieve a mutually beneficial master development agreement. A number of issues required in-depth evaluation, analyses, and consideration which lengthened the negotiation period considerably. These issues are listed below.

- After CCR withdrew from the joint venture team, the minimum investment amount was reduced from $1.1 billion to $400 million requiring a re-design of the VICC Facility originally proposed in the unsolicited proposal. However, it is now estimated (by Airis) that the total private investment amount will reach a total of approximately $700 million for the revised site plan.

- The duration of the originally-proposed ground lease term prohibited other cargo operators/developers from future development opportunities on the development site for a 50-year time period, which is an excessive amount of time.
- The estimated delivery date of the vertical cargo facility (in 2033) was too far out into the future considering that MIA's current cargo capacity is projected between 2.8 and 3.0 million U.S. annual tons, and that MIA is now getting close to reaching capacity, and the airport is estimated to reach nearly 4 million U.S. annual tons in 2031.
- The originally-proposed project location (in MIA's West Cargo area) displaced existing MIA cargo operators in Building Nos. 700, 701, 702 and 704 requiring the construction of an additional structure located on another part of the cargo area which added to the project's overall cost.
- Because the originally-proposed location site required the demolition of Building 704, which currently houses American Airlines Ground Support Equipment (GSE), a new facility for American Airlines GSE would first have to be built on the north side of MIA.

After extensive discussion, planning adjustments were made and both parties agreed to (i) reduce the ground lease term from 50 years to 40 years to shorten the period of time the development site is closed-off from other private-sector enhancements, (ii) fast track the project's substantial completion by four (4) years, from 2033 to 2029, and (iii) change the project location to the Building 713 site located within MIA's footprint at 1701 N.W. 63rd Avenue. This site is for the most part unoccupied, reducing potential operational disruptions and construction impacts to existing airport tenants.

Because a five-story VICC Facility would create "line of sight" issues for MIA's Traffic Control Tower at the Building 713 site (as the view of the taxiways and runways south would be blocked by the height of the facility), it was reduced to a four-level facility in addition to other adjustments. Subsequently, the conceptual design was revised to a structure that will be approximately 800,000 square feet in size with a cargo capacity of no less than 1.5 million U.S. tons, on 11.19 acres of MDAD-owned land, with no less than 600,000 square feet of cargo operations area and approximately 1,000 structured parking spaces., Although the size of the proposed cargo facility is smaller in scale, it will still provide the County with the additional cargo capacity needed to meet the air market cargo forecast.

<u>The Joint Venture Partnership</u>

A. Airis is a premier private sector aviation facilities developer and a leader in its field since 1994. Airis has developed and planned over 20 million square feet of new cargo and related facilities at leading world airports, including the Eastern U Cargo Complex at MIA, similar major facilities at John F. Kennedy International Airport (JFK), Newark Liberty International Airport (EWR), Los Angeles International Airport (LAX), Cincinnati/Northern Kentucky International Airport (CVG), and other airports in the US and at primary airports overseas. Airis is committed to sustainable infrastructure design and construction and operations with social and community equity programs that will benefit County residents.

   Founded in 1994, Vantage has invested in, developed and managed airports around the world, making them more efficient, profitable, sustainable, and connected to their communities. For nearly 30 years, Vantage has worked with more than 30 airports worldwide improving airport

operations and commercial programs, investing in and developing new infrastructure, or helping an airport grow its air services. Across the network, Vantage manages all aspects of airport operations, including terminal operations, air service development, airfield, runways, taxiways and aprons, ARFF, parking and ground transportation infrastructure, cargo infrastructure, and rental car facilities. Vantage has successfully led more than $8.1 billion in airport financing, and $10 billion in airport development construction projects completed and underway, with current assets under management of $8 billion. Vantage manages the John C. Munro Hamilton Airport, which serves as a global gateway to Canada and the country's largest overnight express cargo airport and third largest cargo airport by payload with ~0.8 tons of cargo annually. Vantage knows the complex world of high-stakes, high-profile transportation infrastructure projects and has a track record of partnering to deliver large-scale projects on time and on budget. Vantage's team has experience across continents, at regional airports and major hubs.

Recently, Vantage led the transformation of New York's LaGuardia Terminal B and development underway at JFK Terminal 6, which showcases the team's expertise in optimizing operations and maintenance costs, increasing passenger traffic, elevating the guest experience, boosting commercial revenues, and maintaining competitive rates for airlines, all while prioritizing safety and security. Similarly, the phased redevelopment of The Bahamas' Lynden Pindling International Airport from 2009 to 2013 – the country's most significant public infrastructure project to date – further highlights the team's expertise.

Vantage is 100 percent owned by InvestCorp Corsair Infrastructure Partners, a global infrastructure investment business with $4.2 billion invested capital across 25 portfolio assets.

Jimmy Morales
Chief Operating Officer

Exhibit A

Additional Information pursuant to I.O. 8-4

The corporate entity entering into the agreement with the Miami-Dade County Aviation Department ("MDAD") is Miami Gateway Partners, LLC ("MGP"), a Delaware Limited Liability Company which is comprised of members from two firms with ownership interests: 1) Airis Aviation Development, LLC, ("Airis") and 2) Vantage Airport Group (US) Ltd. ("Vantage"). Per the information received:

I. Airis Aviation Development, LLC owns 20% interest in MGP. The corporate address is listed as 625 Kentucky Street, Scottdale, GA 30097

- Airis ownership structure:
  a) JGD Investments, LLC. holds 51% ownership interest
     Address: 625 Kentucky Street Scottdale, Georgia 30079
     - JGD Investments, LLC is 100% owned by Mr. John G. Dixon (D.O.B. February 3, 1941)
  b) Ronald D. Factor holds 49% ownership interest (D.O.B. September 22, 1946)
     Address: 11808 Durrette Drive, Houston, Texas 77024

II. Vantage Airport Group (US) Ltd. owns 80% interest in MGP. The corporate address is listed as 295 Madison Avenue, Suite 1125, New York, NY 10017

- Vantage ownership structure:
  Vantage Airport Group LTD owns 100% of Vantage Airport Group (US) Ltd.

<u>Corporate Officers:</u>

- Philip G. Roy, Manager of Miami Gateway Partners, LLC and an officer of Airis
- Sami Teittinen, Managing Partner for Miami Gateway Partners, LLC and Secretary and Treasurer of Vantage

Exhibit A

Additional Information pursuant to I.O. 8-4

Identification of the Property:

Lot 713 approximately 11.41 acres

Address: 1701 NW 63 Ave

Folio: 30-3036-000-0010

PROPERTY INFORMATION	
Folio: 30-3036-000-0010	
Sub-Division:	
Property Address 1701 NW 63 AVE	
Owner MIAMI-DADE COUNTY AVIATION DEPARTMENT - FINANCE	
Mailing Address PO BOX 526624 MIAMI, FL 33152-6624	
PA Primary Zone 8900 INTERIM-AWAIT SPECIFIC ZO	
Primary Land Use 8647 COUNTY : DADE COUNTY	
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	516,194 Sq.Ft
Living Area	
Adjusted Area	516,194 Sq.Ft
Lot Size	24,908,916 Sq.Ft
Year Built	Multiple (See Building Info.)

Use of Premises (Description):

Premises: Area in which lot 713, approximately 11.19 acres, is currently located at 1701 N.W. 63rd Avenue and where the facility will be constructed. NW 62 avenue ROW, and inner triangle parking lot are currently located and where the Facility will be constructed. The Developer will design and construct a modern-day cargo facility.

The Lessee shall use the Premises leased only for the purposes specifically authorized below, in accordance with the designed and developed buildings and the uses set forth by the CO issued for each improvement and as allowed by Chapter 25 as may be established and amended from time to time.

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

1. Receiving, storing, consolidating, and packaging of air cargo for airlines
2. Transportation, from and to other designated premises, of air cargo of the Lessee's customers to and from the leased premises

Exhibit A

Additional Information pursuant to I.O. 8-4

3. Transportation of air cargo to and from aircraft, including the loading and unloading of such aircraft
4. Preparation of manifests and other documentation and performance of administrative functions directly related to the handling of air cargo.
5. Operation of bonded and non-bonded warehouses
6. Office operations associated with the cargo handling business.
7. Other activities directly related to the cargo handling uses of the Premises including food and beverage, offices, and other commercial activities ancillary to the operation of the facility and serving employees at the facility and adjacent facilities.
8. Staging, loading, and unloading air cargo.
9. Parking of aircraft service equipment related to cargo handling activities.
10. Other uses related to cargo processing.

Past Experience of Requestor (Background):

The Joint Venture Partnership

A. Airis is the project development and construction management arm of the Airis+Vantage Joint Venture partnership. The firm is a premier private sector aviation facilities developer and a leader in its field since 1994. Airis has developed and planned over 20 million square feet of new cargo and related facilities at leading world airports, including the Eastern U Cargo Complex at MIA, similar major facilities at John F. Kennedy International Airport (JFK), Newark Liberty International Airport (EWR), Los Angeles International Airport (LAX), Cincinnati/Northern Kentucky International Airport (CVG), and other airports in the US and at primary airports overseas. Airis is committed to sustainable infrastructure design, construction and operations with social and community equity programs that will benefit County residents.

B. Vantage

Founded in 1994, Vantage Airport Group has invested in, developed and managed airports around the world – making them more efficient, profitable, sustainable, and connected to their communities. For nearly 30 years, Vantage has worked with more than 30 airports worldwide improving airport operations and commercial programs, investing in, and developing new infrastructure, or helping an airport grow its air services. Vantage knows the complex world of high-stakes, high-profile transportation infrastructure projects and has a track record of partnering to deliver large-scale projects on time and on budget.

Vantage's team has experience across continents, at regional airports and major hubs. The global network has built a team of some of the world's most respected airports and industry professionals. Vantage is 100% owned by Investcorp Corsair Infrastructure Partners, a global infrastructure investment business with $4.2 billion of invested capital across 25 portfolio assets.

Additional Information pursuant to IO 8-4

Airis Team Biographies

Jeff Scheferman, Independent Contractor to Airis

Jeff Scheferman's career in airport privatization, development and operations spans nearly 30 years and includes direct involvement in senior executive positions in successful airport projects in Australia, Central and South America, Europe, Africa, and the United States. His postings in sectors outside the airport space also include significant experience in material handling systems and commercial real estate.

Jeff's leadership assignments have included those as Managing Director, Airport Group, Australia; Director, AGI Latin America, President & CEO, Colliers International (Los Angeles); SVP, International Commercial Operations, DynCorp International; President & CEO, Houston Airport System Development Corporation (HASDC); President &CEO, ADCHAS; President & CEO, Airports Worldwide, President & CEO, Total Airport Services, and Executive Vice President, CCR Airports, North America.

In these senior executive roles he was responsible for the privatization/acquisition, financing and operations of a total of 13 international airports, to include the development of two greenfield airports, in Quito, Ecuador, and Uyo, Akwai Bam State, Nigeria. The companies he led served as the long-term, equity operator member of international consortiums formed to invest in and operate airports as either free hold or concession entities.

He is currently assigned as the lead in on-boarding cargo airlines as users in the Miami VICC.

Prior to entering the private sector, Jeff served as a US Marine for 27 years, retiring as a Colonel. He holds a Bachelor of Arts degree in Economics from Ripon College, Ripon, Wisc, A Master of Public Administration from Capital University, Columbus, Ohio, and is a Distinguished Graduate of the Organization of American States (OAS) Inter-American Defense College, Washington, DC.

Sanjeev Shah, Independent Contractor to Airis

With over 34 years of professional experience, has extensive subject matter expertise in all aspects of infrastructure development, procurement and integrated project delivery to optimize the total cost of ownership including design-build-finance-operate-maintain/public-private-partnership transactions. A registered Engineer (FL and CA) and Attorney (FL), Mr. Shah (while not offering or performing legal services), with over 30 years of professional experience, offers a unique understanding of the tensions between the legal, technical and finance drivers to counsel clients in their decision-making

processes for their infrastructure development programs. He has led the development and delivery of large infrastructure/capital improvement programs/mega-projects at airports and urban projects in Los Angeles, Miami, Fort Lauderdale, Tampa, Orlando, New York, Pittsburgh, Phoenix, Doha, Dubai and Mumbai amongst other locations. These programs include major re-development efforts at airports, transportation systems and regional/urban re-development.

Sanjeev offers focused expertise on major capital program management, including governance; procurement strategies and processes; constructability, logistics and phasing; operational readiness; risk identification, assessment and mitigation; dispute and claims management/resolution as an expert or trial consultant. He was retained by Airis and CCR on the VICC project and continued to serve as the Program Director on the VICC project for Airis. In this role, he oversees the design/development/delivery process and strategy including efforts to address site-specific constraints, stakeholder requirements and inter-disciplinary coordination/requirements including but not limited MDAD requirements and related workstreams for the VICC development.

Greg Huang, Independent Contractor to Airis

Mr. Huang is the financial lead for Airis overseeing day to day financial activities, budgeting, and financial modelling for the VICC development. His role includes development of the financial plan and investor relations.

Mr. Huang's professional experience spans over 20 years with firsthand knowledge of developing complex infrastructure projects at all stages of the development process. Mr. Huang's experience includes sourcing equity and debt for airport development projects, negotiating Private Public Partnership (P3) agreements, and preparing proposals for both solicited and unsolicited processes. Throughout his career he has held several operational and executive management roles for international companies and has contributed to and has led the transactions of numerous airport development projects.

Mr. Huang previously served as Vice President of CCR USA Airport Management, Inc. ("CCR USA") and CFO of Total Airport Services. Prior to CCR USA, he served as VP of Finance at Airports Worldwide. Mr. Huang holds a degree in Business Administration from UC-Berkeley's Haas School of Business.

Exhibit A

Additional Information pursuant to IO 8-4

AIRIS | REPRESENTATIVE PROJECTS

DHL North American Hub Headquarters

CINCINNATI, OH

Airport:	CVG
Proposed Cargo Handling Capacity:	415,000 T
Historical Cargo Handling Capacity:	580,000 T
Scope of Services:	Design/Finance
Contract Duration:	40 Years
Annual Gross Revenue to Owner:	N/A
Net Fees to Owner:	N/A
Budgeted Development Cost:	$225,000,000
Actual Development Cost:	$223,500,000
Contract Start Date:	July 1999
Actual Start Date:	July 1999
Contract Completion Date:	May 2001
Actual Completion Date:	May 2001
Capital Improvements:	$182,250,000
Total Building Area:	570,000 sf
Aircraft Apron Area:	4,410,000 sf
Site Area:	90 acres
Ground Lease Concession:	40 Years

Description

The DHL North American Hub Headquarters is an on-airport sort/distribution facility with airside and landside access. The Facility serves as the transfer point for shipments between the U.S. and Asia, Europe, North America, and Latin America. As the largest hub in the DHL Worldwide Express global network, the Facility accommodates 62 wide-body aircraft and sports a throughput capacity of 2.5 million pounds of bulk and containerized cargo daily.

Design innovation and progressive construction methods were employed by the Airis Team to design, finance, build, and deliver the project on-time and in-budget. At the time, the aircraft apron pavement area was the single largest concrete pour in the U.S.

Summary of Scope of the Assignment

The DHL North American Hub Facility began as a standard Build/Transfer/Operate project. However, DHL experienced financial challenges early in the project process and was acquired by Deutche Post changing the project to a Design/Finance/Build process financed by the new parent credit.

Eastern U Cargo Complex

MIAMI, FL

Airport:	MIA
Proposed Cargo Handling Capacity:	354,000 T
Historical Cargo Handling Capacity:	532,000 T
Scope of Services:	*Design/Finance/Build/Transfer/Operate*
Contract Duration:	21 Months
Annual Gross Revenue to Owner:	$10,418,900
Net Fees to Owner:	$2,230,378
Budgeted Development Cost:	$102,225,000
Actual Development Cost:	$102,225,000
Contract Start Date:	April 1999
Actual Start Date:	April 1999
Contract Completion Date:	January 2001
Actual Completion Date:	December 2000
Capital Improvements:	$85,562,325
Total Building Area:	511,000 sf
Aircraft Apron Area:	328,000 sf
Site Area:	36 acres
Ground Lease Concession:	27 Years

Description

The MIA Eastern U Cargo Complex was a pioneering project for MDAD (Miami Dade Aviation Department – the Airport Authority). The project remains the largest privately funded airport development in MDAD history. The state-of-the-art cargo and headquarters facility helped establish Lan Chile (now LAN) as the dominant air cargo carrier at MIA. The project included a 4-story office facility housing the US corporate headquarters of LanChile Cargo, a flight reservations center, handled airlines offices, and IT center. The Complex also introduced the first and largest perishable goods and pharma processing center at MIA. The project included a 328,000 SF aircraft apron designed to stage 11 ADG V aircraft.

Summary of Scope of the Assignment

The project entailed a complete redevelopment of an older sector of MIA Airport with the work scope including the demolition of WWII vintage cargo structures and former military munitions warehouses, abatement, remediation of soils, and the build-back of new modern cargo, corporate office, and aircraft infrastructure. The Airis Team designed, financed, and built a realignment of on-site and off-site major underground utilities and created a new utility corridor serving the airport sector. Airis also designed, financed, and built off-site airfield improvements extending TXY T and TXY Connectors to the project site.

AIRIS | REPRESENTATIVE PROJECTS

Tracts 8 / 9A Air Cargo Facilities

NEW YORK, NY

Airport:	JFK
Proposed Cargo Handling Capacity:	320,000 T
Historical Cargo Handling Capacity:	280,000 T
Scope of Services:	Design/Finance/Build/Transfer/ Operate
Contract Duration:	27 Months
Annual Gross Revenue to Owner:	$19,797,463
Net Fees to Owner:	$3,774,795
Budgeted Development Cost:	$160,260,000
Actual Development Cost:	$160,260,000
Contract Start Date:	August 2001
Actual Start Date:	August 2001
Contract Completion Date:	October 2003
Actual Completion Date:	October 2003
Capital Improvements:	$124,602,150
Total Building Area:	434,615 sf
Aircraft Apron Area:	496,109 sf
Site Area:	42 acres
Ground Lease Concession:	27 Years

Description

Tract 8 and 9A (JFK Buildings 21 and 23) development projects included the construction of modern, state-of-the-art air cargo and office facilities on a brownfield site formerly occupied by the UAL Hangar 8. It was and remains the largest air cargo facility project in JFK's history, and it was the first performed under a private-sector ground lease and financing.

The project serves as Lufthansa Cargo's North American Hub Facility, which includes an aircraft apron staging five ADG Category VI aircraft, a 3,100 SF GSE Maintenance Facility, and a three-story corporate office structure. Alliance Air and Cargo Handling Services serves as an adjacent tenant. A second 150,000 SF cargo and office structure is located on an adjacent parcel and served as an air cargo processing facility for Swissport.

Summary of Scope of the Assignment

The project scope included the programming and planning of two separate facilities with three major operating groups: Lufthansa Cargo, Swissport, and Alliance Air. The project also included close coordination with the PANYNJ for all approvals and permits. The facilities were designed on a 50-year service life basis with operational flexibilities for future usage. Airis planned, designed, financed, constructed, delivered, transferred, and operated the facilities.

AIRIS | REPRESENTATIVE PROJECTS

International Air Cargo Center

NEWARK, NJ

Airport:	EWR
Proposed Cargo Handling Capacity:	220,000 T
Historical Cargo Handling Capacity:	190,000 T
Scope of Services:	Demolition/Remediation/ Design/Finance/Build/Transfer/ Operate
Contract Duration:	27 Months (each phase)
Annual Gross Revenue to Owner:	$9,552,486
Net Fees to Owner:	$960,828
Budgeted Development Cost:	$62,400,000
Actual Development Cost:	$62,400,000
Contract Start Date:	August 1996 (phase 1)
Actual Start Date:	August 1996 (phase 1)
Contract Completion Date:	October 1998 (phase 1)
Actual Completion Date:	October 1998 (phase 1)
Capital Improvements:	$51,270,000
Total Building Area:	271,000 sf
Aircraft Apron Area:	233,021 sf
Site Area:	22 acres
Ground Lease Concession:	27 Years (each phase)

Description

The EWR air cargo project was notable. It was the first third-party, private-sector financed capital improvement project in the history of the PANYNJ. Airis successfully produced the multi-tenant project in two phases for a collection of foreign flag carriers, including SAS Cargo, EVA, Virgin Atlantic, and domestic US carriers, including Delta and American Airlines. The project has airside aircraft apron adjacency and landside access.

Summary of Scope of the Assignment

The project entailed a complete redevelopment of an old sector of EWR. The work scope included the demolition, abatement, and remediation of the underlying site, planning, design, financing, construction, transfer and operating of two modern air cargo and office facilities on the site of the former historic Terminal 1 passenger facility. The work scope included programming and design of all tenant improvements within the multi-tenant complex, aircraft apron design and construction staging four ADG Category V aircraft.

Airis work closely with PANYNJ officials for all approvals and permits.

AIRIS | REPRESENTATIVE PROJECTS

Federal Express Sort/Distribution Center

LOUISVILLE, KY

Airport:	SDF
Proposed Cargo Handling Capacity:	100,000 T
Historical Cargo Handling Capacity:	N/A
Scope of Services:	Design/Finance, Build/Transfer/ Operate
Contract Duration:	12 Months
Annual Gross Revenue to Owner:	$1,819,887
Net Fees to Owner:	$361,379
Budgeted Development Cost:	$15,500,000
Actual Development Cost:	$15,500,000
Contract Start Date:	September 1999
Actual Start Date:	September 1999
Contract Completion Date:	August 2000
Actual Completion Date:	August 2000
Capital Improvements:	$12,745,616
Total Building Area:	112,302 sf
Aircraft Apron Area:	304,225
Site Area:	24.73 acres
Ground Lease Concession:	25 Years

Description

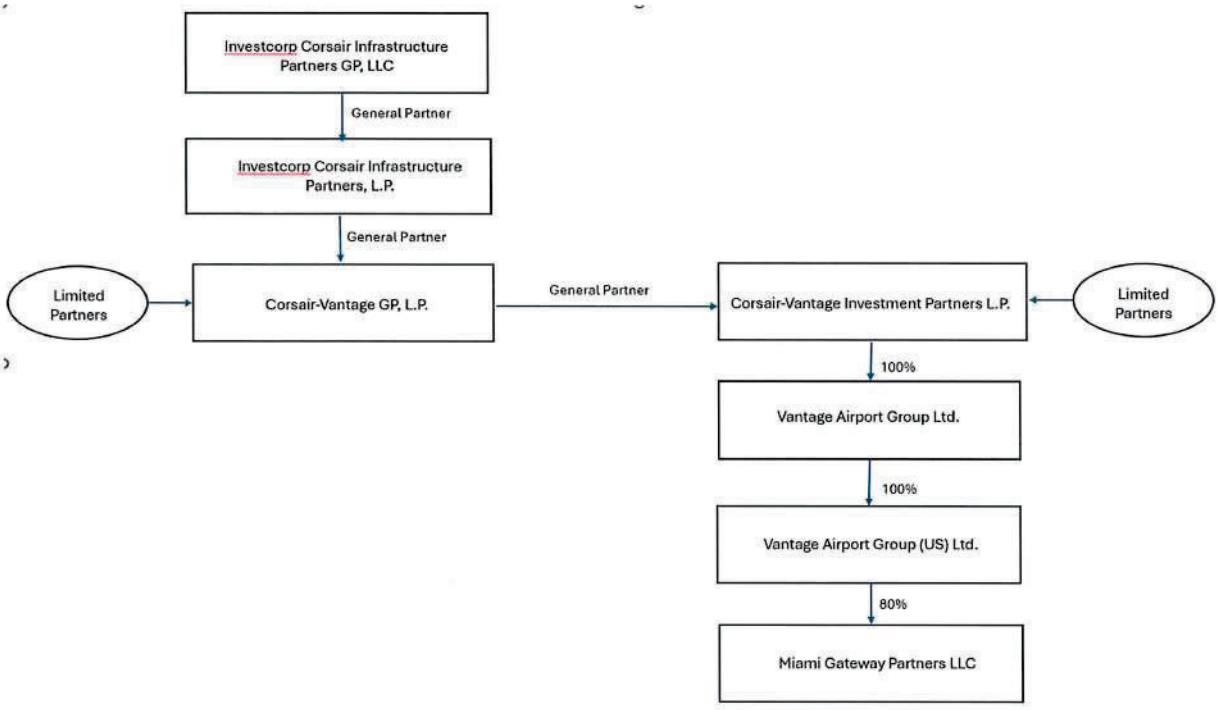
The Federal Express Sort and Distribution Facility involved the construction of an on-airport project that included new airside apron pavements, landside pavements for truck and trailor staging operations, and a sort/distribution structure. The 112,000 SF complex includes 89,000 SF of sort facilities and 23,000 SF of administrative and office space. The adjacent aircraft ramp stages two ADG Category IV aircraft with planning for a future expansion to accommodate two additional ADG IV aircraft. The facility is designed to process 6,000 parcels per hour.

Summary of Scope of the Assignment

Airis' scope of work included the development of a greenfield site at SDF with underground utility extensions. The work was based on a close cooperation with Federal Express to program, plan and design the facility and then to deliver the facility in a short construction timeframe. Airis cooperated with SDF Administration to coordinate all building approvals and permits.

Additional Information pursuant to IO 8-4

Ownership chart for Vantage Airport Group (US) Ltd.



Vantage:

(1) Sami Teittinen is Secretary and Treasurer of Vantage and authorized to negotiate the terms of the MDLA on behalf of Vantage. The other officer of Vantage is Mr. George H. Casey IV, who is President of Vantage. The business address of both Mr. Teittinem and Mr. Casey is 295 Madison Ave., Suite 1125, New York NY 10017, USA.

(2) Ownership Structure of Vantage Airport Group (US) Ltd:

Vantage Airport Group Ltd. owns 100% of Vantage Airport Group (US) Ltd.

(Rev. June, 2024)

Exhibit A

Additional Information pursuant to I.O. 8-4

Improvements to Premises:

The Developer will lease 11.19 acres of land within the Building 713 Site, part of NE 62nd avenue ROW, and the inner triangle parking at MIA to design and construct a modern-day patented multi-level air cargo handling VICC Facility. The air cargo facility will include no less than 600,000 square feet of cargo processing and support area space, in addition to other functions including truck docks, administrative space and employee amenities that will be distributed over up to three levels. In addition, the Lessee will make certain off-site improvements needed for the development of the air cargo facility.

SCOPE OF WORK

- The Developer is required to make a private sector minimum investment of $400,000,000.00 million to construct a four-level state-of-the-art patented vertical cargo handling structure in a land area consisting of approximately 11.19 acres in MIA's West Cargo Area. All capital investments will be borne by the Developer, allowing MDAD to preserve and direct its capital budget towards other airport projects. The development lease will shield the County from capital risk, from commercial and market risk, and all construction and construction-scheduling risks.

The Improvements shall include:

(1) The Facility;

(2) Employee Parking Garage of the Facility, to include replacement parking for 716A (presently 151 spaces inclusive of disability spaces);

(3) Facility's GSE Pavement (abutting Ramp Sierra), including work necessary to mitigate impact to operation and tenants of Building 714;

(4) 1Demolition of Termite Doctor temporary fumigation facility, and construction of a new replacement facility on a new remote area to be mutually determined by the Parties;

(5) Demolition of StratAir trailer staging area, and relocation of StratAir parking to newly constructed common truck staging area west of Building 704;

(6) Demolition of DHL Aero Express equipment storage area, and relocation of DHL Aero Express storage area to a new area to be mutually determined by the Parties.

(7) Demolition and Replacement lot for Bldg. 711 parking lot with at least 144 spaces, inclusive a safe means of pedestrian passage from parking lot (pedestrian bridge, tunnel, or similar means of access that the County may, in its discretion, agree to). Such pedestrian access shall include elevators/escalators as applicable or required by Building Code or other authority having jurisdiction.

Exhibit A

Additional Information pursuant to I.O. 8-4

(8) Demolition and removal of the existing vehicular ramp to Building 702 rooftop parking area, including any work that the Building department mandates as a necessary to make such demolition and removal work in compliance with code requirements; provided that such Improvement will include demolition and removal of the ramp foundations and other site demolition as required (including curbs, sidewalks, lighting, fencing, and potentially portions of NW 22nd Street) in order to accommodate the construction of Ramp Romeo by the County;

(9) Construction and any necessary demolition of employee and GSE parking lot within the footprint of reconfigured 704 parcel for Aviation Main Services.

(10) Demolition of American Airlines' employee parking lot and construction of a new replacement parking lot and new access drive for American Airlines employes to an area west of Building 704. including any construction of a new entryway on the west side of Building 704 necessary to allow employees to safely access Building 704 directly from the replacement parking lot; provided that such demolition will include parking lot lights, roadways, fencing, drainage and other site demolition as required to accommodate the construction of Ramp Romeo;

(11) Construction/Relocation of American Airlines GSE staging yard to a new location east of Building 704.

(12) Construction of ingress/egress for employees of American Airlines from the new employee parking lot to American Airline's leasehold.

(13) Construction of ingress/egress for employees of Aviation Main Services from the new employee parking lot to Aviation Main Service's leasehold.

(14) Any other Improvement work reasonably necessary to accomplish the objectives of the Project, including (i) for any work performed by Lessee on any area on which an MDAD Improvement will be developed, the requirement to leave such area cleared and ready for development; and (ii) for any work performed by Lessee on any other airport land, the restoration of such area to its pre-existing or useable condition.

The "**Common Use Offsite Improvements**" mean the following improvements:

(1) Interior RSR (Restricted Service Road) connecting Ramp Romeo to Ramp Sierra and connecting the facility to airside access;

(2) Demolition and Relocation of West Cargo Fuel Loading Rach, and fuel truck parking area; Demolition (to include the removal of existing pavements, lighting, drainage, curbs, fueling islands, fencing, pumping equipment, fire protection equipment, and other support buildings and foundations, and any other demolition as necessary to allow for the construction of Ramp Romeo) and reconstruction of West

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Cargo Fuel Loading Depot/Rack, and fuel truck parking and containment area at a mutually agreed area;

(3) NW 22 St Bridge;

(4) Elevated Entry to Facility;

(5) Roadway relocations/modifications to include: NW 62nd Avenue, NW 63rd Avenue to Buildings 711/712, NW 22nd Street modifications access/egress into the Inner Triangle;

(6) Common-Use Truck Staging Area;

(7) Ensuring that all normal airport operations, including but not limited to, fueling, taxiways, taxiing, GSE movement, airside ingress and egress, and any other function of the airport, shall be maintained uninterrupted; and

(8) Demolition of a portion of the existing common employee parking area (163 spaces) and truck queue (6 spaces), and relocation of parking to the new employee parking garage of the Facility and the truck queue to the new Common Truck Staging Area west of Building 704;

(9) Mitigation of temporary impacts to roadway access in the West Cargo Area caused by construction of the new NW 63rd Ave roadway and new NW 18th/22nd and 62nd Street intersection redevelopment;

(10) Mitigation of temporary impacts to roadway access in the eastern cargo "U" area caused by construction of the new NW 63rd Ave roadway; and

(11) Any other Common Use Offsite Improvement work reasonably necessary to accomplish the objectives of the Project, including (i) for any work performed by Lessee on any area on which an MDAD Improvement will be developed, demolish and re-build the area as necessary to interface with the ultimate future build-out use or plan; and (ii) for any work performed by Lessee on any other area, the restoration of such area to its pre-existing or useable condition.

Project Construction Schedule:

The Project Construction Schedule, the following deadlines shall apply and control in the event of any contradiction with the respective deadlines set forth in the Project Construction Schedule:

(i) Construction Commencement Deadline: Six (6) months after the commencement of the Construction Phase.

(ii) Deadline to obtain permits: 12 (twelve) months after the commencement of the Construction Phase.

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(iii) Deadline to obtain Certificate of Occupancy: 42 (forty-two) months after commencement of the Construction Phase.

Inspections:

The Lessor and/or its designated representatives shall have the right, during normal working hours and with 24-hour prior written notice to the Lessee (unless such inspection is required as a result of a situation in which the Lessor reasonably deems that life or property are in immediate peril), to inspect the Premises to identify those items of maintenance, repair, replacement, modification, and refurbishment required of the Lessee to keep the Premises in good order and condition. The Lessee shall perform all corrective work necessary to comply with the requirements of this Agreement and identified in such inspection(s) within 30 days of receipt of written notice from the Department; provided, however, that, if such corrective work cannot be reasonably accomplished within a 30 day period, then the Lessee shall commence the corrective work within that 30 days' notice and diligently prosecute the same completion. Trash and debris problems shall be corrected within 24 hours following receipt of either oral or written notice from the Lessor. Failure of the Lessor to inspect as aforementioned shall not impose any liability on the Lessor.

Utilities and Traffic Projections:

The Lessee shall pay, or cause third parties to pay, for all usage charges imposed by utilities with respect to the operations at the Premises or otherwise imposed on Lessee as a matter of law. The Lessor shall have no obligation to provide utilities to the Premises, except to maintain any utilities on Airport property currently providing service to the Premises, to the extent such utilities continue to be utilized to provide service to the Premises. Notwithstanding, Lessor may abandon or demolish such utilities if Lessor provides alternate utility service to Premises. In no event shall Lessor have any obligation with respect to utilities inside the boundaries of the Premises.

Lessee shall use its reasonable efforts to mitigate vehicular traffic congestion resulting from construction and operation of the Facility to the greatest extent possible. Lessee shall be required to provide to MDAD traffic projections from the use of the Facility before being permitted to commence construction of the Facility and Improvements and shall be solely responsible for all such traffic mitigation with respect to the Facility as may be required by any Governmental Authority having competent jurisdiction. All utilities for all Improvements shall be separately metered.

Annual Rent:

(A) Land Rent. Lessee shall pay on a monthly basis, ground rent that is determined by the County to be fair market value rental rates established through appraisal and approved by the Board of County Commissioners beginning on the Commencement Date and pro-rated if the Commencement Date is other than the first day of a month (the **"Land Rent"**). Said rental commencing on the Commencement Date shall be payable monthly in U.S. funds on the first day of each and every month as shown below and without billing, at the offices of the Department as set forth in Section 3.05 (Methods of Payments).The fair market rent rates are set each October by the Board of County Commissioners based upon appraisals

Exhibit A

Additional Information pursuant to I.O. 8-4

by an MAI appraiser and approved by the BCC in the Annual Published Rates and Charges (Implementing Order 4-125) and budget for the Miami-Dade Aviation Department, as may be amended by the BCC from time to time, and subject tothe annual adjustments set forth in Section 3.04.

(B) Rent Commencement Date. Lessee shall begin payment of the Land Rent

(C) Due Diligence Phase Ground Rent. During the period commencing on the Commencement Date and ending on the last day of the Due Diligence Phase, the Land Rent payable by Lessee shall be in an amount equal to 1/3 (one-third) of the Land Rent amount as determined pursuant to 3.01(A).

(D) Construction Phase Rent. During the Construction Phase, the annual Land Rent shall be abated in the manner provided for below by an amount equal to the Approved Improvement Costs (which abatement for Approved Improvement Costs for Common Use Offsite Improvements shall be capped at $1,000,000 (one million dollars)) amount to be funded by Lessee for the development of the following Common Use Offsite Improvement: Interior RSR connecting Ramp Romeo to Ramp Sierra (Temporary easement through the Facility's airside)

Notwithstanding the foregoing, the Land Rent payable by Lessee during such Construction Phase, net of any rent abatement, shall not be less than the projected rents and other revenues to be received by County from users of the Premises immediately prior to the Commencement Date.

Such Land Rent abatement amount shall be determined in accordance with the following procedure: The estimated total Approved Improvement Costs (subject to the cap of $1 million (one million dollars)) in connection with such Common Use Offsite Improvements shall be credited to Lessee's account in equal monthly installments over a 30 (thirty) months period upon commencement of the Construction Phase. Within 30 (thirty) days after each 12 (twelve) months period during the Construction Phase, Lessee shall perform a true-up reconciliation review of the actual Approved Improvement Costs incurred or accrued during such 12 (twelve) months period (the "**Annual True-Up Reconciliation**"). Lessee shall provide Lessor with a written report of such Annual True-Up Reconciliation. The reconciliation review shall be based on actual cash paid or credits issued by Lessee as Approved Improvement Costs in connection with such Common Use Offsite Improvement. In the event Lessee determines that the actual Approved Improvement Costs during such 12 (twelve) months period exceeds the estimated Approved Improvement Costs, Lessor shall credit to Lessee's account such excess amount. In the event Lessee determines that the actual Approved Improvement Costs during such 12 (twelve) months period is less than the estimated Approved Improvement Costs, Lessee shall pay Lessor an amount equal to such excess credit. In the event Lessor disagrees with Lessee's calculation of the Annual True-Up Reconciliation amount, Lessor shall have 15 (fifteen) days from its receipt of the Annual True-Up Reconciliation report to contest such calculation by delivery to Lessee of Lessor's proposed calculation of the amount of the Annual True-Up Reconciliation. If the Parties are unable to agree upon the amount of the Annual True-Up Reconciliation, the Parties shall mutually select and appoint an independent consultant which shall determine the Annual True-Up Reconciliation

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Additional Information pursuant to I.O. 8-4

amount. Lessee shall be responsible to pay the costs of such consultant. The determination by such independent consultant shall be binding upon the Parties absent manifest error.

(E) Sales Taxes and Other Charges. Lessee shall pay to the Lessor, in addition to the foregoing rents, all applicable State sales taxes as well as all federal, state or local taxes arising out of Lessee's use of the Premises.

Additional Rent:

(A) Participatory Rent. Commencing on the Date of Beneficial Occupancy, on or prior to the tenth (10th) day following the end of each calendar month throughout the term of this Agreement, the Lessee shall pay to Lessor, as participatory rent, an amount equal to seven percent (7%) of Gross Revenues of the immediately prior month *minus* the Land Rent amount payable by Lessee for the relevant month pursuant to Section 3.01(A) (the "**Participatory Rent**"). Within such ten (10) days period, the Lessee shall furnish to the Lessor 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 the Lessor. In the event there are no Gross Revenues for a given month or the amount equal to seven per cent (7%) of Gross Revenues of the immediately prior month is less than the Land Rent amount for the relevant month, the applicable monthly report will be submitted stating such and no payment shall be due by Lessee to Lessor under this Section 3.02(A).

(B) Lost Rent Payment. Within thirty (30) days after the day immediately prior to the Date of Beneficial Occupancy, Lessor shall deliver to Lessee a schedule setting forth the name of each tenant that is then using and paying rent to the County on such date (each a "**County Tenant**"). In the event any County Tenant (i) terminates, for no cause, its lease or sublease agreement with the County under which such County Tenant pays rents to the County for the use of facilities on the Airport owned by Lessor (such facility, "**Tenant Leased Facility**") and (ii) relocates to the Facility and pays rent to Lessee for the use thereof for purposes substantially similar to those such County Tenant used its respective Tenant Leased Facility (each such County Tenant to which such conditions apply, a "**New Facility Tenant**"), Lessee shall pay County the aggregate amount equivalent to all rents (the "**Lost Rent**") that would have been payable by such New Facility Tenant(s) to Lessor under, and subject to the terms of, the lease or sublease agreement(s) between Lessor and such New Facility Tenant(s); provided, that (1) the aggregate amount of Lost Rent payment made by Lessee hereunder shall not exceed the Lost Rent Cap and (2) the Lost Rent obligation shall not apply for any period during which the vacated Tenant Lease Facility is deemed by the Lessor or any Governmental Authority as unfit for occupation for any reason or the County decides not to re-lease such Tenant Leased Facility. Promptly upon having knowledge that a New Facility Tenant desires to move into the Facility, the Lessee shall notify the Lessor thereof. Upon receiving such notice from Lessee, Lessor shall use reasonable efforts to lease such space vacated (or to be vacated) by a County Tenant and promptly notify Lessee of any new lease. County's efforts to lease such space shall be limited to those used by the County in connection with leasing of vacated space in the Airport in its ordinary course of business at the time of such termination. Any such payment obligation of the Lessee under this Section 3.02(C) shall be deferred for a period of five (5) years following the Date of Beneficial

Exhibit A

Additional Information pursuant to I.O. 8-4

Occupancy. On the first (1st) day of the calendar year following the fifth (5th) anniversary of the Date of Beneficial Occupancy, Lessee shall pay Lessor the total deferred Lost Rent in full. The accrual of any Lost Rent under this Section 3.02(B) with respect to each New Facility Tenant shall terminate upon(x) the date that is two (2) years after the date on which such New Facility Tenant begins making rent payments to Lessee, (y) the date that is five (5) years from the Date of Beneficial Occupancy, or (z) the date on which County has leased the vacated space previously occupied by such New Facility Tenant, whichever occurs first.

(C) IRR Rent.

(1) The following defined terms shall apply to this Section 3(C):

a. "**Actual IRR**" shall mean the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the Financial Model.

b. "**Allowable Reserve**" shall mean operating cash reserves reasonably determined by the Lessee (in consultation with the Lessor) in the ordinary course as necessary to fund estimated operating expenses, debt service, and capital expenditures of the Lessee in connection with the Facility.

c. "**Equity Internal Rate of Return**" shall mean the cash return yielding to an equity holder of the Lessee for a given period, stated as a percentage, as calculated in accordance with the Financial Model.

d. "**Financial Model**" shall mean the final financial model (containing, among other projections, the Implied IRR) made available by the Lessee to the County prior to the Closing Date.

e. "**Implied IRR**" shall mean the estimated Equity Internal Rate of Return as set forth in the Financial Model, stated as a percentage.

f. "**Implied Return**" shall mean the estimated return to equity holders of the Lessee, stated in dollars, calculated based on the IRR Rent Threshold.

g. "**IRR Gain Share**" shall mean a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold but less than 17.5%, the IRR Gain Share will be 15% (fifteen percent);

(ii) if the Actual IRR and is between 17.5% and 20%, the IRR Gain Share will be 17.5% (seventeen and one-half percent);

(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20% (twenty percent); and

(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30% (thirty percent).

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h. "**IRR Rent Threshold**" means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR.

i. "**Net Distribution Revenues**" means any cash distributable to the equity holders of Lessee that is not subject to any Allowable Reserve or contractually restricted for any particular purpose derived from all revenues, receipts and income of any kind received by Lessee in the first calendar year after the Date of Beneficial Occupancy (which shall include such revenues, receipts, and income during the period between Date of Beneficial Occupancy and the beginning of the first calendar year thereafter) and each calendar year thereafter until the Expiration Date from, or in connection with, operation of the Facility, restructuring of any debt incurred by Lessee to finance the construction and operation of the Facility, and a Third Party Transfer (less the aggregate amount of (i) all reasonable and customary out-of-pocket transaction costs incurred by the Lessee in connection with such Third Party Transfer, including, but not limited to, reasonable fees and expenses of third party consultants and closing costs and (ii) all transfer, bulk sale and sales taxes incurred in connection with the Third Party Transfer).

(2) IRR Rent. To the extent any Net Distribution Revenues is available for distribution to Lessee's equity holders, the Lessee shall pay to Lessor an amount equal to the IRR Gain Share (stated as a percentage) multiplied by the difference between such Net Distribution Revenues and the Implied Return (the "**IRR Rent**"). For illustrative purposes, attached hereto (along with the electronic Microsoft Excel file providing the backup for such illustrative calculation delivered by Lessee to the County via electronic mail on April 9, 2024) sets forth a calculation of the IRR Rent. Such Microsoft Excel shall be considered part of Exhibit 3.02.

(3) General Procedures for payment and calculation of IRR Rent. The IRR Rent Threshold and the IRR Rent will be calculated and payable (if any) within 60 (sixty) days after the last day of every calendar period during the Term commencing on the Date of Beneficial Occupancy. The IRR Rent shall be calculated using the XIRR function of Microsoft Excel (or its functional equivalent) as shown in Exhibit 3.02. To the extent any IRR Rent becomes payable, the Lessee shall pay to Lessor such IRR Rent regardless of whether a distribution has actually been made to any of the equity holders of the Lessee. In the event any annual calculation of Net Distribution Revenues provides an equity holder of the Lessee with a sum below the IRR Rent Threshold, no IRR Rent shall be payable and there shall be no clawback of any previously paid IRR Rent to Lessor. For the avoidance of doubt, any remainder of Net Distribution Revenues after payment of IRR Rent shall be payable to Lessee's equity holders. For purposes of determining IRR Rent, Net Distribution Revenues and the IRR Rent Threshold shall be calculated on a calendar year basis and the Net Distribution Revenues and IRR Rent calculations shall be certified, no later than 90 (ninety) calendar days following the end of the calendar year referenced above, by (1) an authorized officer of the Lessee in a certificate to be provided to Lessor, and (2) a certified audit by an independent Certified Public Accounting firm approved in advance by the County (which approval shall not be unreasonably withheld, delayed, or conditioned), confirming the accuracy of the IRR Rent and Net Distribution Revenues calculations. Such amounts shall additionally be certified (with adjustments as necessary) on an annual basis by such Independent Certified Public Accounting firm promptly following issuance of the Lessee's audited financial statements.

Exhibit A

Additional Information pursuant to I.O. 8-4

Third Party Mortgages:

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

Exhibit A

Additional Information pursuant to I.O. 8-4

Affidavits

AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS OF THE **NON-FLORIDA** LIMITED LIABILITY COMPANY

On behalf of MIAMI GATEWAY PARTNERS, LLC, a Limited Liability Company (LLC) under the laws of a State other than Florida, the Manager, Managing Member, or Member signing this Affidavit below hereby swears or affirms that the following "Persons" or parties as defined in the laws of such State constitute all of the Members, Managing Members, Managers, or individuals or entities who (1) have an ownership or equitable interest in the LLC, (2) have the right to manage the affairs of such LLC, (3) have the authority to bind the LLC in any manner or on any level, or (iv) are listed in a Statement of Authority or other document in a different name but filed under laws of the foreign State to confirm the Persons or parties that are authorized to act on behalf of the LLC:

Full name	Title(s)
Sami Teittinen	Director
Philip G. Roy	Director
Vantage Airport Group (US) Ltd	Member
Airis Aviation Development LLC	Member

If more space is needed, place such information on a separate page marked Exhibit X.

The party signing this Affidavit further swears or affirms that:

1. The foregoing Persons or entities set forth above and on Exhibit X, if attached, constitute and are all of the LLC's Members, Managing Members, and Managers, as those terms are defined under the laws of the foreign State;

2. There are no Members, Managing Members or Managers of the LLC other than the Persons or entities set forth above and on Exhibit X, if applicable; and

3. There are no provisions in the LLC's Articles of Organization, the Operating Agreement, the Statement of Authority, or any other document that fulfills the function of such stated documents, which prohibit, restrict or limit in any way or in any manner the execution of this Affidavit by the party signing below or the instrument or document by the party signing such instrument or document, for which this Affidavit is submitted.

All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida and not the laws of the foreign State.

Signature

Director
Title(s)

Sworn to and subscribed before me this 3rd day of June, 2024
by Phil Boy (print name legibly), who is personally known to me or who has produced _____ (type of identification).

Pamela S Swain (Signature of Notary Public)

3/29/2025 (Print, type or stamp name of Notary Public)

Signed, sealed and delivered in the presence of:

Witness

Elizabeth Coenoge
Print Name

Witness

Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 31 day of May, A.D. 2024, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Sami Tapio Teittinen, personally known to me, or proven by producing the following identification: drivers license to be the Miami Gateway Partners LLC, a limited liability company existing under the laws of the State of Delaware and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said limited liability company freely and voluntary for the purposes therein expressed.

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

NOTARY SEAL/STAMP

Marcos Jimenez
Comm.: HH 238771
Expires: March 10, 2026
Notary Public - State of Florida

Notary Signature

Marcos Jimenez
Printed Notary Name

Notary Public, State of Florida

My commission expires: March 10, 2026

Commission/Serial No. HH 238771

MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM

Rev. August, 2019

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

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

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

STATE OF GEORGIA

COUNTY OF DEKALB

STATE OR PROVINCE _____

COUNTRY USA

Before me the undersigned authority appeared Philip G. Roy (Print Name),

who is personally known to me or who has provided DRIVER'S LICENSE (GEORGIA) as

Identification and who did swear to the following:

That he or she is the duly authorized representative of

Miami Gateway Partners LLC
(Name of Entity)

295 Madison Avenue, Suite 1125, New York, NY, USA, 10017
(Address of Entity)

9 / 9 - 2 / 9 / 3 / 8 / 7 / 9 / 5 / ___ /
Federal Employment Identification Number

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

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

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

That he or she says as follows.

I. OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:
Miami Gateway Partners LLC

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

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

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

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

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

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

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

(c) _____ (Name) (d) _____ (Name)

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

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

9. The full legal name and business addresses* of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:
Vantage Airport Group (US) Ltd., 295 Madison Ave., Suite 1125, New York, NY 10017

Airis Aviation Development, LLC, 625 Kentucky Street, Scottdale, GA 30097

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

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

12. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender.: The Contractor has no employees and is owned by persons that are not individuals. As such, there is no such list to attach.

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

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

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

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

1. Danger of drug abuse in the workplace.

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

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

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

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

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

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

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

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

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

Miami Gateway Partners LLC
Full name of entity

By: _____ Director 6/5/24
Signature of Representative Title Date

Philip G. Roy
Print Name of Representative

STATE OF GEORGIA

COUNTY OF DEKALB

STATE OR PROVINCE _____

COUNTRY USA

SUBSCRIBED AND SWORN TO (or affirmed) before me 5th day of June, 2024

by Philip G. Roy, of Airis, who is personally
(Authorized Representative)

known to me or who has produced Driver's License as
(Type of Identification)

And who has taken an oath.

Nayasha Mar
(Signature of Notary)

W-00648291
(Notary Commission Number)

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

Notary Stamp or Seal:

NAYASHA MENDEZ
NOTARY PUBLIC
GWINNETT COUNTY
EXPIRES
GEORGIA
March 24, 2028

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

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

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

2. DISABILITY AND NONDISCRIMINATION DECLARATION

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

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

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

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

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

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

As to Section 287.133, the entity understands that:

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

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

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

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

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

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

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

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

6. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY

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

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

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

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

Miami Gateway Partners LLC
Full name of Entity

Signature of Entity Representative
Philip G. Roy
Print Name of Entity Representative

Question #4

AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS OF DELAWARE LIMITED LIABILITY COMPANY (LLC)

I Sami Teittinen, hereby swear or affirm that:

1. The following persons or entities constitute and are all of the Members, Managing Members, and Managers, of the Delaware Limited Liability Company known as Miami Gateway Partners LLC (Address: 295 Madison Avenue RM 1125, New York, NY, 10017; Federal Tax ID: #99-2938795)

Full Name (Including Middle)	Date of Birth	Address	Interest %
Vantage Airport Group (US) Ltd.	N/A	295 Madison Ave., Suite 1125, New York, NY 10017	80%
Airis Aviation Development, LLC	N/A	625 Kentucky Street, Scottdale, GA 30097	20%

2. There are no Members, Managing Members or Managers of the aforesaid Delaware Limited Liability Company other than the persons or entities set forth above.

3. There are no provisions in any Articles of Organization of the aforesaid Delaware Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Delaware Limited Liability Company, which prohibit, restrict or limit in any way or in any manner the execution of a sublease agreement for the property located at Miami International Airport, and to bind and obligate the aforesaid Delaware Limited Liability Company as set forth in the foregoing instrument or document.

4. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

X _____

Name: Sami Teittinen
Title: Director and President

MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM

Rev. August, 2019

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

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

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

STATE OF New York

COUNTY OF New York

STATE OR PROVINCE _____

COUNTRY The USA.

Before me the undersigned authority appeared Sami Teittinen (Print Name),

who is personally known to me or who has provided Driver Licence. as

Identification and who did swear to the following:

That he or she is the duly authorized representative of

Vantage Airport Group (US) Ltd.
(Name of Entity)

295 Madison Ave., Suite 1125, New York NY 10017, USA
(Address of Entity)

3 / 4 - 4 / 0 / 0 / 7 / 3 / 6 / 1 / /
Federal Employment Identification Number

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

Secretary and Treasurer
(Sole Proprietor)(Partner)(Member)(President or Other Authorized Officer)

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

That he or she says as follows.

State of: New York
County of: Queens
The foregoing document was acknowledged before me 12th day of June, 2024.

Jorge Luis Abbott, Notary Public
My Commission Expires 11/05/2026 06/12/24

1

I. OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is: Vantage Airport Group (US) Ltd.

2. If the contract or business transaction is with a Corporation, provide the full legal name and business address and title for each officer.
Officers: George H. Casey IV – President Sami Teittinen – Secretary and Treasurer

Address: 295 Madison Ave., Suite 1125, New York NY 10017, USA *(for both officers)*

3. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each director.
Directors: George H. Casey IV, Sami Teittinen

Address: 295 Madison Ave., Suite 1125, New York NY 10017, USA *(for both directors)*

4. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.
Vantage Airport Group Ltd. (100%)

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

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

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

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

(c) _____ (d) _____
(Name) (Name)

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

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

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

_____

_____

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

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

12. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender. The Company does not maintain records about its work force or ownership relating to race, national origin, or gender.

(ADD EXTRA SHEETS IF NEEDED)

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

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

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

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

1. Danger of drug abuse in the workplace.

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

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

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

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

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

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

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

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

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

Vantage Airport Group (US) Ltd.
Full name of entity

By: _____ Secretary and Treasurer 6.12.2024
Signature of Representative | Title | Date

Sami Teittinen
Print Name of Representative

STATE OF New York

COUNTY OF New York

STATE OR PROVINCE _____

COUNTRY USA.

SUBSCRIBED AND SWORN TO (or affirmed) before me 12th day of June, 2024

by Teittinen Sami, of Vantage Airport Group (US) who is personally
(Authorized Representative)

known to me or who has produced Driver License Or as
(Type of Identification)

And who has taken an oath.

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

Notary Public – State or Country of New York.
(State/Country)

Notary Stamp or Seal:

JORGE LUIS ABBOTT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AB6362959
Qualified in Queens County
My Commission Expires 11/05/2026

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

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

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

2. DISABILITY AND NONDISCRIMINATION DECLARATION

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

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

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

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

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

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

As to Section 287.133, the entity understands that:

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

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

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

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

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

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

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

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

6. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY

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

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

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

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

Vantage Airport Group (US) Ltd.
Full name of Entity

Signature of Entity Representative

Sami Teittinen
Print Name of Entity Representative

VANTAGE AIRPORT GROUP | (US) LTD.

June 18, 2024

Ralph Cutié
Director and CEO
Miami International Airport
2100 NW 42nd Ave.
Miami, FL 33142 *TO

Dear Mr. Cutié,

Re: Ownership of Vantage Airport Group (US) Ltd.

This letter is being delivered to provide certain information as it relates to the ownership of Vantage Airport Group (US) Ltd. ("**Vantage (US)**") in connection with the proposed Master Lease and Development Agreement to be entered into between Miami-Dade County and Miami Gateway Partners LLC.

As set out in Appendix "A", attached, Vantage (US) is 100% owned by Vantage Airport Group Ltd., which is, in turn, indirectly controlled by Investcorp Corsair Infrastructure Partners, L.P., a Delaware limited partnership and investment adviser registered with the U.S. Securities and Exchange Commission (https://adviserinfo.sec.gov/firm/summary/329155), with an office at 550 Madison Avenue, 27th Floor, New York, NY, 10022.

The general partner of Investcorp Corsair Infrastructure Partners, L.P. is Investcorp Corsair Infrastructure Partners GP, LLC. The Managing Partner of Investcorp Corsair Infrastructure Partners GP, LLC is Mr. Hari Rajan, born on 19 October 1977 (https://investcorp-corsair.com/team/). Mr. Rajan, based in New York, serves as Chairman of the Investment Committee and as Lead Director of Vantage Airport Group Ltd.'s Board of Directors (https://www.vantageairportgroup.com/about/our-team/).

Sincerely,

VANTAGE AIRPORT GROUP (US) LTD.

By:

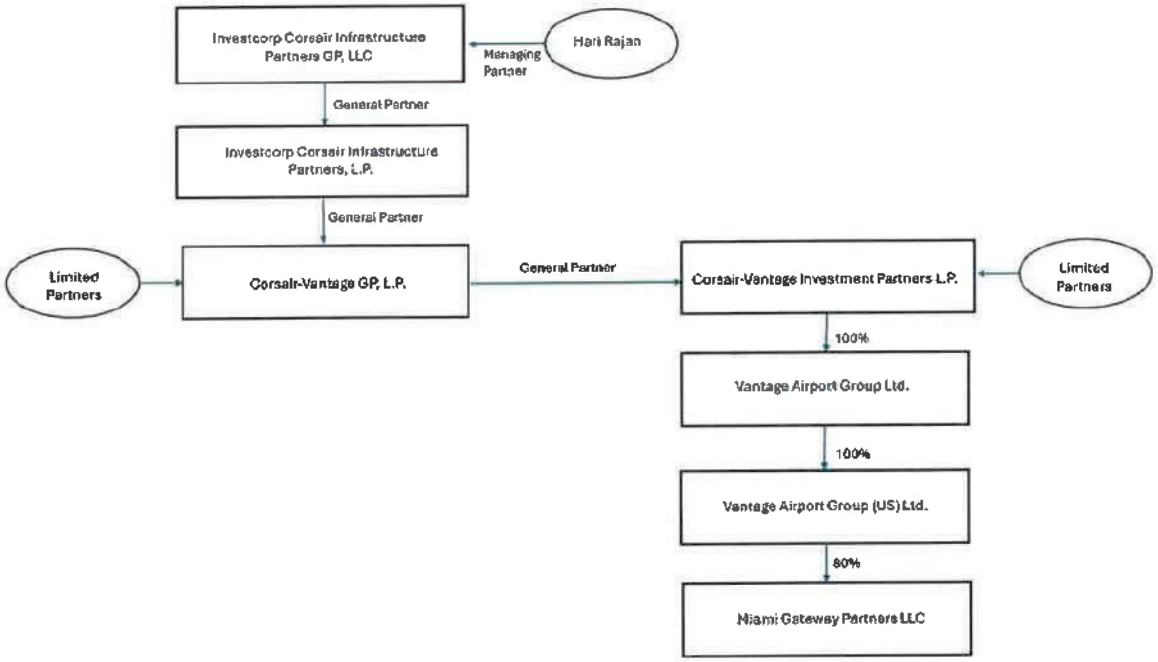
Sami Teittinen,
Director

Wendy A Slutzkin
June 18, 2024

WENDY A. SLUTZKIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SL6440549
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPTEMBER 12, 2026

Appendix "A"

Vantage Airport Group (US) Ltd. Ownership Chart



Wendy A Slut
June 18, 2024

WENDY A. SLUTZKIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SL6440549
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPTEMBER 12, 2026

Acknowledgement Form

State of New York)

)ss.:

County of New York)

On the 18 day of June in the year 2024, before me, the undersigned notary public, personally appeared SAMI TEITTINEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Wendy A Slut Notary Public

WENDY A. SLUTZKIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01SL6440549
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPTEMBER 12, 2026

MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM

Rev. August, 2019

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

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

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

STATE OF Georgia

COUNTY OF Walton

STATE OR PROVINCE _____

COUNTRY USA

Before me the undersigned authority appeared Phil Roy (Print Name),

who is personally known to me or who has provided Drivers License. as

Identification and who did swear to the following:

That he or she is the duly authorized representative of

Airis Aviation Development, LLC
(Name of Entity)

625 Kentucky Street, Scottdale, Georgia 30070
(Address of Entity)

3/0 - 0/8/1/1/5/9/1/__/
Federal Employment Identification Number

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

Project Director Phil Roy
(Sole Proprietor)(Partner)(Member)(President or Other Authorized Officer)

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

That he or she says as follows.

Pamela S. Swaen
5/29/2025

I. OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:
Airis Aviation Development, LLC - 625 Kentucky Street, Scottdale, Georgia 30070

2. If the contract or business transaction is with a Corporation, provide the full legal name and business address and title for each officer.
N/A

3. If the contract or business transaction is with a Corporation, provide the full legal name and business address for each director.
N/A

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

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

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

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

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

(c) _____ (d) _____
(Name) (Name)

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

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

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

None.

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

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

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

(ADD EXTRA SHEETS IF NEEDED)

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

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

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

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

1. Danger of drug abuse in the workplace.

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

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

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

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

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

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

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

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

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

Airis Aviation Development LLC
Full name of entity

By: Phil Roy — Project Director — 06/10/2024
Signature of Representative — Title — Date

Philip G. Roy
Print Name of Representative

STATE OF Georgia

COUNTY OF Walton

STATE OR PROVINCE

COUNTRY U.S.A

SUBSCRIBED AND SWORN TO (or affirmed) before me 10th day of June, 2024

by Phil Roy (Authorized Representative), of Airis Aviation Development, LLC, who is personally known to me or who has produced Drivers License (Type of Identification) as

And who has taken an oath.

Pamela S. Swain
(Signature of Notary)

(Notary Commission Number)

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

Notary Stamp or Seal:

PAMELA S SWAIN NOTARY PUBLIC WALTON COUNTY GEORGIA EXPIRES MARCH 29, 2025

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

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

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

2. DISABILITY AND NONDISCRIMINATION DECLARATION

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

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

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

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

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

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

As to Section 287.133, the entity understands that:

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

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

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

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

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

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

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

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

6. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY

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

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

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

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

Airis Aviation Development LLC
Full name of Entity

Phil Roy
Signature of Entity Representative

Philip Roy
Print Name of Entity Representative

MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM

Rev. August, 2019

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

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

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

STATE OF Georgia

COUNTY OF Walton

STATE OR PROVINCE —

COUNTRY U.S.A.

Before me the undersigned authority appeared John G. Dixon (Print Name),

who is personally known to me or who has provided Drivers License as

Identification and who did swear to the following:

That he or she is the duly authorized representative of

JGD Investment LLC
(Name of Entity)

625 Kentucky St., Scottdale, GA 30079
(Address of Entity)

20-1463157
Federal Employment Identification Number

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

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

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

That he or she says as follows.

Pamela S. Swain
Notary Expires: 3/29/2025

PAMELA S SWAIN NOTARY PUBLIC WALTON COUNTY EXPIRES GEORGIA MARCH 29 2025

I. OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:
JGD INVESTMENT LLC. 625 Kentucky ST - Scottdale GA 30079

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

NA

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

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

NA

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

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

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

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

(c) _____ (Name) (d) _____ (Name)

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

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

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

NONE

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

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

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

(ADD EXTRA SHEETS IF NEEDED)

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

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

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

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

1. Danger of drug abuse in the workplace.

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

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

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

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

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

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

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

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

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

SGD INVESTMENT LLC.
Full name of entity

By: [signature] PRESIDENT 6/13/24
Signature of Representative Title Date

Philip G. Ray
Print Name of Representative

STATE OF GEORGIA

COUNTY OF WALTON

STATE OR PROVINCE _____

COUNTRY USA

SUBSCRIBED AND SWORN TO (or affirmed) before me 13 day of JUNE, 2024

by Philip Ray, of SGD INVESTMENTS LLC, who is personally
(Authorized Representative)

known to me or who has produced DRIVER LICENSE as
(Type of Identification)

And who has taken an oath.

[signature] 3/29/2025
(Signature of Notary) (Notary Commission Number)

Notary Public – State or Country of Georgia, Walton
(State/Country)

Notary Stamp or Seal:

PAMELA S SWAIN NOTARY PUBLIC WALTON COUNTY EXPIRES GEORGIA MARCH 29, 2025

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

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

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

2. DISABILITY AND NONDISCRIMINATION DECLARATION

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

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

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

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

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

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

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

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

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

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

6. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY

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

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

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

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

SGD Investments LLC
Full name of Entity

Signature of Entity Representative

Phil Ry
Print Name of Entity Representative

Exhibit A

Additional Information pursuant to IO 8-4

Application for Lease

APPLICATION & QUESTIONNAIRE

1. Name of Applicant: Miami Gateway Partners LLC

2. **Principal Office Address:** 295 Madison Avenue, Suite 1125, New York, NY 10017

Phone: +1-954-309-8277 Fax: _____

3. Official Representative: Sami Teittinen

Title: Director and President

Address/Folio Number: 295 Madison Avenue, Suite 1125, New York, NY 10017

Billing Address: 295 Madison Avenue, Suite 1125, New York, NY 10017

4. a. ☐ Individual ☐ Partnership ☑ Corporation

If company is a corporation, is applicant a subsidiary? ☑ Yes ☐ No
If yes, please provide name and address of Parent Corporation:
Vantage Airport Group (US) Ltd.

Airis Aviation Development, LLC

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

When Incorporated: May 3, 2024

In what State: Delaware

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

FL SEC OF STATE REGISTRATION DATE: MAY 13, 2024
REGISTERED AGENT: REGISTERED AGENT SOLUTIONS INC.
2894 REMINTON GREEN LANE, SUITE A
TALLAHASSEE, FL 32308

c. If Partnership, complete the following:

Date or Organization: _____

General or Limited Partnership: _____

Name and address of each Partner:

Name	General/Limited Partnership	Address

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

5. Bank References:

Bank	Address

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

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

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

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

10. Please select the airport you are interested in:

- [x] Miami International Airport
- [ ] Kendall-Tamiami Airport
- [ ] Opa-locka Airport
- [ ] Homestead Airport

11. Purpose of which applicant intends to use space:

Handling and processing of air cargo.

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

Space referred to in lease relating to Miami International Airport.

13. Number of years of experience applicant has had in operation of similar business: N/A

Applicant is a newly formed entity.

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

Name of Company	Location	Type of Business	Date
N/A. Applicant is a newly formed entity.			

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

Minimum investment of $400,000,000. To be funded from a combination of applicant's own funds, third party debt financing, and government funding.

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

18 months (Due Diligence Period), 42 months (Construction Period)

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

A multi-level air cargo handling facility capable of processing 2 million tonnes annually to include a structured parking garage.

The air cargo facility will include no less than 600,00 square feet of cargo processing and support area space.

18. How will space contribute to the interest of the community?

New jobs, reduced carbon emissions, traffic reduction, and economic benefits over the life of the ground lease agreement.

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

Sami Teittinen

APPLICANT:

Miami Gateway Partners LLC

Name:

Director and President

Title:

X

Signature: Sami Teittinen

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

Miami Gateway Partners LLC
295 Madison Avenue, Suite 1125
New York, NY 10017

June 5, 2024

County Mayor
Miami-Dade County
111 N.W. 1st Street, 29th Floor
Miami, Florida 33128

Re: Application for Lease of Land owned by Miami-Dade County under Implementing Order 8-4.

Dear Mayor Daniella Cava:

By this letter, and pursuant to Implementing Order 8-4, Miami Gateway Partners LLC (the "**Company**") respectfully requests the approval of your Office and the Miami-Dade County Board of County Commission to lease from Miami-Dade County (the "**County**") the premises known as Site 713, consisting of approximately 11.19 acres, located in the West Cargo Area of the Miami International Airport (the "**Premises**") under Section 125.35 of the Florida Statute.

This request is being made by the Company, which was formed on May 3, 2024 by Airis Aviation Development, LLC ("**Airis**") and Vantage Airport Group (US) Ltd. ("**Vantage**") for the purpose of developing, financing, operating and maintaining the multi-level automated air cargo facility that the Company proposes to construct on the Premises (the "**Project**"). The proposed use of the Premises and the Project is for the processing and handling of air cargo and associated services at the Miami International Airport, capable of processing 2 million tons of cargo annually, including a structured parking garage. The Project will generate new jobs and other economic benefits and reduce carbon emissions and traffic congestion over the life of the ground lease agreement.

Airis, which holds a 20% equity interest in the Company, is a full-service aviation facility development organization, recognized throughout the aviation sector for its work to plan and develop state-of-the-industry aviation facilities. Airis has been in operation since 1994 and has planned and developed 41 aviation and cargo projects in the United States (including in the Miami International Airport) and 16 projects overseas. Airis has approximately five employees and contract personnel.

Vantage, which holds an 80% equity interest in the Company, is a wholly-owned subsidiary of Vantage Airport Group Ltd., a leading airport investment, development and management company. Vantage Airport Group has been in operation since 1994 and has invested in, developed and managed over 30 airports around the world. Vantage's current portfolio consists of 13 airport and transportation projects worldwide, including LaGuardia Terminal B and JFK Terminal 6 and 7 in New York and Midway International Airport in Chicago. Vantage led the $5.1 billion redevelopment of the new Terminal B at LaGuardia Airport, which was named by Skytrax as "Best New Airport Terminal in the World in 2023" and manages the terminal under a long-term lease with the Port Authority of New York and New Jersey. Vantage Airport Group has approximately 1,000 corporate and network airport employees.

As of the date hereof the two Company directors are the undersigned (who is also the sole officer of the Company) and Philip Roy. The Project Director is currently Stewart Steeves, Chief Operating Officer of Vantage Airport Group. The current Co-Project Director is Philip Roy, a

Project Director at Airis. The Company is considering engaging Lemartec Corporation and Perez & Perez Architects as contractors to assist with the design and construction of the Project and these firms have done preliminary work with Airis in connection with the Project.

For certainty, the Company confirms that this application is not being made under Fl. St. 125.38 (*nonprofit community interest/welfare*), Fl. St.125.379 (*Affordable Housing*), or Fl. St. 125.045 (*Economic Development*). The Company anticipates that the Project will require a minimum investment of at least $400 million, to be funded by a combination of the Company's own funds, third-party debt financing and available government funding. The timeline for the commencement and completion of Project construction, including Project development milestones and the proposed rental rate (which will be the fair market rent rates as set by the Board of County Commissioners of the County), are set forth in the master development and lease agreement that the Company, through Vantage and Airis, has negotiated with the Miami-Dade Aviation Department and which is hereby submitted to the Board of County Commissioners for consideration and approval.

We appreciate the opportunity to be considered for the lease of the Premises and for the Project. Please do not hesitate to contact me if you require any additional information.

Yours truly,

Sami Teittinen
Director and President, Miami Gateway Partners LLC

LATESHA M. WILLIAMS
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Queens County
01W16319146
MY COMMISSION EXPIRES 02/09/27

Signed this 5th day of June. 2024 before me. L. Williams

APPLICATION & QUESTIONNAIRE

1. Name of Applicant: Miami Gateway Partners LLC

2. Principal Office Address: 295 Madison Avenue, Suite 1125, New York, NY 10017

   Phone: +1-954-309-8277 Fax: _____

3. Official Representative: Sami Teittinen

   Title: Director and President

   Address/Folio Number: 295 Madison Avenue, Suite 1125, New York, NY 10017

   Billing Address: 295 Madison Avenue, Suite 1125, New York, NY 10017

4. a. ☐ Individual ☐ Partnership ☑ Corporation

   If company is a corporation, is applicant a subsidiary? ☑ Yes ☐ No
   If yes, please provide name and address of Parent Corporation:
   Vantage Airport Group (US) Ltd.

   Airis Aviation Development, LLC

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

   When Incorporated: May 3, 2024

   In what State: Delaware

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

   c. If Partnership, complete the following:

   Date or Organization: _____

   General or Limited Partnership: _____

1

Name and address of each Partner:

Name	General/Limited Partnership	Address

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

5. Bank References:

Bank	Address
BMO Harris Bank	320 Canal Street, CHIC 15th Floor, Chicago, IL 60606

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

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

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

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

10. Please select the airport you are interested in:

- [x] Miami International Airport
- [ ] Kendall-Tamiami Airport
- [ ] Opa-locka Airport
- [ ] Homestead Airport

11. Purpose of which applicant intends to use space:

Handling and processing of air cargo.

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

Space referred to in lease relating to Miami International Airport.

13. Number of years of experience applicant has had in operation of similar business: N/A

Applicant is a newly formed entity.

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

Name of Company	Location	Type of Business	Date
N/A. Applicant is a newly formed entity.			

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

Minimum investment of $400,000,000. To be funded from a combination of applicant's own funds, third party debt financing, and government funding.

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

18 months (Due Diligence Period), 42 months (Construction Period)

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

A multi-level air cargo handling facility capable of processing 2 million tonnes annually to include a structured parking garage.

The air cargo facility will include no less than 600,00 square feet of cargo processing and support area space.

18. How will space contribute to the interest of the community?

New jobs, reduced carbon emissions, traffic reduction, and economic benefits over the life of the ground lease agreement.

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

Sami Teittinen

APPLICANT:

Miami Gateway Partners LLC

Name:

Director and President

Title:

Signature: Sami Teittinen

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

Exhibit B – MIA Tenant Impact Table

Plan Descriptor (Building Group	Facility Reference	MDAD Tenant	Impacts
Belly Freight Cargo Buildings	**Building 702**	Worldwide Flight Services (WFS)	Permanent demolition and removal of the existing vehicular ramp to Building 702 rooftop parking area. Vehicular access to Building 702 rooftop parking is maintained via an existing second vehicular ramp located in Building 700, that services Building 700, and connects to Buildings 701 and 702.
		StratAir Aviation Services, LLC (Servicing LaParkan)	Permanent demolition and removal of the existing vehicular ramp to Building 702 rooftop parking area. Vehicular access to Building 702 rooftop parking is maintained via an existing second vehicular ramp located in Building 700, that services Building 700, and connects to Buildings 701 and 702.
		MDAD Offices - Real Estate Management and Development, Cargo, Security, Maintenance, Landside	Permanent demolition and removal of the existing vehicular ramp to Building 702 rooftop parking area. Vehicular access to Building 702 rooftop parking is maintained via an existing second vehicular ramp located in Building 700, that services Building 700, and connects to Buildings 701 and 702.
West Cargo Fuel Loading Rack and Fuel Truck Parking Facility	**Buildings 705, 705B, 705C, 705D, 705E, and 705F**	MDAD Fuel Operations and Common Use Fuel Truck Parking	Permanent demolition of the Existing West Cargo Fuel Loading Rack and Fuel Truck Parking Facility. A new replacement Fuel Loading Rack and Fuel Truck Parking Facility will be constructed in a new designated remote area.
General Services Buildings	**Building 704**	Aviation Main Services	Construction of employee and GSE parking lot within the footprint of reconfigured 704 parcel for Aviation Main Services.
		American Airlines (AA Ground Support Operations Facility)	Permanent demolition of American Airlines Employee parking lot. A new employee parking lot is to be constructed in a new area west of Building 704. Permanent relocation of American Airlines GSE staging yard to a new location east of Building 704.
		Warehouse – MDAD/ Others	Proposed relocated employee parking disrupts the ability to fully use the loading docks and diminishes the usefulness of the space.

Exhibit B – MIA Tenant Impact Table

MDAD Parcel 713	**Multiple Tenants & Parcel Tracts**	Termite Doctor LLC (Temporary Fumigation Buildings)	Permanent demolition of Termite Doctor temporary fumigation facility. A new replacement facility to be constructed on a new designated remote area or month-to-month lease terminated.
		StratAir Aviation Services LLC (Prime)	Permanent demolition of StratAir (Prime) trailer staging area/lot. StratAir parking to be relocated to newly constructed Common Truck Staging Area west of Building 704.
		DHL Aero Express	Permanent demolition of DHL Aero Express equipment storage area. DHL Aero Express storage area to be relocated to a new designated remote area or month-to-month lease to be terminated.
Cargo Triangle Area	**Employee Parking Lot**	Cargo Triangle Employee Parking and Truck Trailer Queue Areas	Permanent demolition of a portion of the existing common employee parking area (163 spaces) and truck queue (6 spaces) by the VICC Facility and new NW 62nd Ave improvements. Parking to be relocated to the new VICC employee parking garage and the truck queue to the new "Common Truck Staging Area" west of Building 704.
	Building 714	American Airlines (AA Cargo)	Roadway access impacts during construction of the new NW 63rd Ave roadway and new NW 18th/22nd and 62nd Street intersection redevelopment.
	Building 716	StratAir Aviation Services (Amazon / Prime Air)	Roadway access impacts during construction of the new NW 63rd Ave roadway and new NW 18th/22nd/62nd Street intersection redevelopment.
	Building 716	NAC/NAS	Roadway access impacts during construction of the new NW 63rd Ave roadway and new NW 18th/22nd/62nd Street intersection redevelopment.
	Building 716	DHL Aero Express	Roadway access impacts during construction of the new NW 63rd Ave roadway and new NW 18th/22nd/62nd Street intersection redevelopment.
Eastern Cargo "U"	Building 711	Aero Miami II LLC	Permanent demolition of Building 711 employee parking lot and impact on Building 711's truck circulation area. Replacement parking to be accommodated in a new

Exhibit B – MIA Tenant Impact Table

			parking lot with a pedestrian bridge for access. Replaces approximately 144 of the building's parking spaces with 110. Roadway access to the building is also impacted during construction of the new NW 63rd Ave roadway. Building 711's users access to and from Buildings 714 and 716 is permanently rerouted.
	Building 712	Prologis/StratAir	Roadway access to its leasehold is impacted during and after construction of the new NW 63rd Ave roadway. Building 712's users access to and from Buildings 714 and 716 is permanently rerouted.

Memorandum

Date: June 17, 2024

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

From: Ralph Cutié
Director and Chief Executive Officer
Miami-Dade Aviation Department

Subject: Request to Process Late Departmental Agenda Items: Master Development and Lease Agreement Between Miami-Dade County and Miami Gateway Partners, LLC at Miami International Airport

I am respectfully requesting that the agreement entitled: ""“Master Development and Lease Agreement between Miami-Dade County, Florida, as Lessor, and Miami Gateway Partners, LLC, as Lessee, at Miami International Airport” (MDLA) between Miami-Dade County and Miami Gateway Partners, LLC be placed on the Board of County Commissioners (Board) July 2024 committee agenda.

Negotiations between the Administration and Miami Gateway Partners, LLC (the Developer) have been ongoing and were just recently finalized. The Developer is proposing to lease County-owned land on which they will design, build, finance, operate, and maintain a state-of-the-art vertical cargo facility at Miami International Airport (MIA). This vertical cargo facility will augment MIA’s cargo capacity and meet the forecasted demand through Calendar Year 2041 ten (10) years earlier, thereby futureproofing MIA as one of the premier cargo airports in the world. Under the terms and conditions of the MDLA, the Developer must submit certain design contract documents to the County by August 1, 2025, which will be submitted to the Federal Aviation Administration (FAA) by the County as part of a grant application to secure funds for two (2) separate common-use ramp projects estimated to total $89.7 million.

In order not to delay the project’s implementation timeline, placement of this MDLA on the Board’s July 2024 committee agenda is being requested. Please process this MDLA notwithstanding the 3 or 4-day rule, as applicable to this item. This item does require legal sufficiency approval and commission sponsorship. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee Chairperson(s) as well as the BCC Chairperson.

Jimmy Morales, Chief Operating Officer

Approved by County Mayor or County ture **Print Name**

Nicole Tallman, Legislative Director

Approved by Policy Director or Designee Signature **Print Name**

Date

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov

MEMORANDUM

(Revised)

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

DATE: July 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

Amended
SUBJECT: Agenda Item No. 14(A)(8)

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 _____

Amended
Agenda Item No. 14(A)(8)
7-16-24

RESOLUTION NO. **R-709-24**

RESOLUTION APPROVING, PURSUANT TO SECTION 125.35(1)(B)(1), FLORIDA STATUTES, A 40-YEAR DEVELOPMENT LEASE AGREEMENT BETWEEN THE COUNTY, AS LANDLORD, AND MIAMI GATEWAY PARTNERS, LLC, AS TENANT AND DEVELOPER, FOR AN 11.19-ACRE PARCEL OF LAND AT MIAMI INTERNATIONAL AIRPORT'S WEST CARGO AREA LOCATED AT 1701 NW 63RD AVENUE, WITH A MINIMUM INVESTMENT OF $400,000,000.00 AND AN ESTIMATED $512,000,000.00 IN RENT AND OTHER REVENUE DUE TO THE COUNTY OVER THE LIFE OF THE LEASE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN, INCLUDING THE TERMINATION RIGHTS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF LEASE EXECUTION

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

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

Section 1. This Board approves, pursuant to section 125.35(1)(b)(1), Florida Statutes, a 40-year development lease agreement between the County, as landlord, and Miami Gateway Partners, LLC, as tenant and developer, in substantially the form attached hereto (the "Lease"), for an 11.19-acre parcel of land at Miami International Airport's West Cargo Area located at 1701 NW 63rd Avenue, for development of a Vertically Integrated Cargo Community Facility, with a minimum investment of $400,000,000.00 and an estimated $512,000,000.00 in rent and other revenue due to the County over the life of the Lease.

Section 2. This Board authorizes the County Mayor or County Mayor's Designee to execute the Lease for and on behalf of Miami-Dade County, to take all actions necessary to effectuate the Lease, and to exercise all rights conferred in the Lease, including the termination rights.

Section 3. This Board directs the County Mayor or County Mayor's Designee to provide an executed copy of the Lease to the Property Appraiser's Office within 30 days of Lease execution.

Section 4. This Board directs the County Mayor to provide a status report to the full Board at the conclusion of the Due Diligence Phase, as such term is defined in the attached Lease.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Roberto J. Gonzalez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**absent**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of July, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ryan C. Zagare

MASTER DEVELOPMENT AND LEASE AGREEMENT
MIAMI- DADE COUNTY, FLORIDA
MIAMI INTERNATIONAL AIRPORT

MIAMI-DADE COUNTY

and

MIAMI GATEWAY PARTNERS LLC

June 4, 2024

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Schedule 1.07(b)	Project Construction Schedule
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Schedule B -	West Cargo Area
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Agreement No. TBD
Customer No:

MASTER DEVELOPMENT AND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AS LESSOR, AND MIAMI GATEWAY PARTNERS LLC, AS LESSEE, AT MIAMI INTERNATIONAL AIRPORT

THIS MASTER DEVELOPMENT AND LEASE AGREEMENT (this "**Agreement**" or "**Lease**") is made and entered into as of the 4th day of June, 2024 (the "**Commencement Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("**Lessor**" or sometimes "**County**"), and MIAMI GATEWAY PARTNERS LLC, a Delaware limited liability company authorized to do business in the State of Florida ("**Lessee**"). Capitalized terms used in this Lease, without being defined elsewhere herein, shall have the meanings set forth in the section below entitled, "Definitions".

W I T N E S S E T H

WHEREAS, the County is the owner of Miami International Airport (known as the "**Airport**" or "**MIA**") and operates the Airport through the County's Aviation Department ("**Department**" or sometimes "**MDAD**"); and

WHEREAS, Lessee, through itself and its contractors, desires to develop a specific portion of such Airport and the Facility (as defined below), which is intended to serve the general aviation public in promotion of air commerce; and

WHEREAS, such Facility is an airport facility under Chapter 125.35, Fla. Stat; and

WHEREAS, Lessor has determined that such development by Lessee serves a governmental and public purpose or function and provides additional cargo capacity for the Airport, and will allow for continued expansion of aviation cargo at the Airport; and

WHEREAS, Lessor and Lessee desire to enter into an agreement to permit the Lessee to (1) lease the Premises (as defined below) and (2) design, build, finance, operate and maintain the Facility on the Premises, in accordance with the terms and conditions hereof; and

WHEREAS, Lessee and Lessor will make certain improvements on and off Premises, including roadway and taxiway improvements, as well as any other required utility and pavement improvement, as more particularly described in this Agreement in support of the activities noted above and for the continuance of operations currently taking place, which will upon completion become the property of the County; and

WHEREAS, Lessee acknowledges that all development activities must occur in strict compliance with requirements of the Federal Aviation Administration (FAA) and with all regulatory requirements of the State of Florida and the County, and that the Lessee's failure to comply with such regulatory reviews and acceptances, in accordance with the provisions of this Agreement, shall constitute a material default under this Agreement;

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

DEFINITIONS

1. "**Affiliate**" has the meaning set forth in Section 11.02.
2. "**AIPP**" has the meaning set forth in Section 4.21.
3. **"Airport"** or **"MIA"** means the Miami International Airport.
4. "**Airport Agreement**" has the meaning set forth in Section 21.04.
5. **"Agreement"** or "**Lease**" means this Agreement, as approved by the Board for the development and lease of the Premises, entered into between the County and the Lessee, including all of its attachments, exhibits, and schedules, and all amendments thereto executed by the Parties from time to time.
6. "**Alterations**" means any additions, improvements or replacements to the Premises after completion of the Improvements which do not materially change or expand the existing improvements, and which do not materially alter or change the use of the Premises.
7. "**Annual Environmental Audit**" has the meaning set forth in Section 9.12.
8. **"AOA"** means Airside Operations Area.
9. "**Approved Improvement Costs**" means the actual expenditures of Lessee, as certified under the construction audit pursuant to Section 4.11, for design, site development, construction, equipment and systems necessary for the intended operation of the Facility, required bonds, construction and liability insurance, projects and construction management fees, consulting and legal fees, and building permits, in each case incurred in connection with the construction of the Improvements and Common Use Offsite Improvements (provided that such consulting and legal fees shall not, in the aggregate, exceed 3% of the total Approved Improvement Costs), but shall exclude the costs of any consulting and legal fees in excess of the cap provided above, interior decorations (other than standard County approved finishes), wall tile or other special wall finishes and coverings, construction photographs, special external and internal lighting and signage, software, servers and other information technology, removable or movable equipment, and furniture and other personal property of the Lessee. In the event of any questions as to whether certain costs not expressly provided herein are to be included in the Approved Improvements Costs, the County, through its consulting engineers, shall make a determination, which the Lessee may dispute pursuant to Section 4.09. and its decision shall be final. The expenditures of the County in connection with the MDAD Improvements shall not be included in the calculation of Approved Improvement Costs.
10. "**Auditor**" has the meaning set forth in Section 4.11.
11. **"Aviation Department," "Department,"** or **"MDAD"** means Miami-Dade Aviation Department.

12. **"Baseline Audit"** means 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, as further defined in Section 9.04.

13. **"Board" or "BCC"** means Board of County Commissioners of Miami-Dade County.

14. "**Business Day**" means any day other than a Saturday, a Sunday or any other day on which banks in the State of Florida may, or are required to, remain closed.

15. **"Certificate of Occupancy"** or **"CO"** means the document issued by the appropriate code enforcement agency or building department that enables the Lessee to occupy or utilize the Facility on a permanent basis.

16. "**Closing Date"** means the date on which the closing of the transactions contemplated by the Financing Documents shall have occurred in accordance with the terms and conditions set forth in such agreement(s).

17. **"Commencement Date"** means the date that is ten (10) days after this Agreement is approved by the Board, unless such approval is vetoed by the Mayor of Miami-Dade County.

18. "**Commence Construction Security**" has the meaning set forth in Section 1.11(A).

19. "**Commencement of Construction**" means, with respect to a given Improvement or a Common Use Offsite Improvement, the earlier of: (i) the filing of the notice of commencement under Florida Statutes, Section 713.13; or (ii) the visible start of construction work on such Improvement or Common Use Offsite Improvement, not to include any necessary testing, environmental remediation, or ceremonial groundbreaking.

20. "**Commencement of Construction Deadline**" has the meaning ascribed to it in the Project Construction Schedule.

21. "**Common Use Offsite Improvements**" has the meaning set forth in Section 4.03(C) and generally depicted in Exhibit 4.03.

22. "**Conduit Financing**" has the meaning set forth in Section 11.04(A)(ii).

23. **"Contractor"** means any person, firm, entity or organization, other than employees of the Lessee, who contracts with the Lessee to furnish labor, or labor and materials, in connection with the construction, operation, or maintenance of the Improvements on behalf of the Lessee.

24. "**Contractor Documents**" means the legal agreement between the Lessee and any contractor for construction of the Improvements and Common Use Offsite Improvements. The Contractor Documents shall include, but not necessarily be limited to, a contract, a surety performance bond, a surety payment bond, general conditions, special provisions, technical specifications, and plans, together with all addenda, and subsequent change orders, and work orders.

25. "**Construction Phase**" has the meaning set forth in Section 1.14.

26. **"County"** or **"Lessor"** means Miami-Dade County, a political subdivision of the State of Florida. The term County as used in this Agreement shall exclude all regulatory the regulatory departments of the County, including but not limited to, the Regulatory & Economic Resources (RER); Transportation & Public Works Department, the Small Business Development Division of the Internal Services Department, the Water & Sewer Department, and their respective successors.

27. **"County Code"** means the Code of Miami-Dade County, Florida.

28. "**County Mayor**" means the Mayor of Miami-Dade County or any successor office thereof.

29. **"County Tenant**" has the meaning set forth in Section 3.02(B).

30. **"Date of Beneficial Occupancy," "DBO,"** or "**Substantial Completion**" means the earliest of (i) the date on which the appropriate code enforcement agency or building department has issued a Certificate of Occupancy or a Temporary Certificate of Occupancy that enables the Lessee to occupy or utilize the Facility in any manner, (ii) the date on which the Lessee commences the use of the Facility for its intended use (with or without a TCO or CO), or (iii) the date on which Substantial Completion of the Facility would have occurred and on which the appropriate code enforcement agency would have issued a Certificate of Occupancy or Temporary Certificate of Occupancy but for the occurrence of Lessee's delays (except in cases of Excusable Delays), all as determined in the sole reasonable discretion of the County.

31. "**Department of Cultural Affairs**" has the meaning set forth in Section 4.19.

32. "**Director**" means the Director of the Miami-Dade Aviation Department or his or her designee, as indicated in a written delegation of authority.

33. "**Drug-Free Ordinance**" has the meaning set forth in Section 16.05.

34. "**DTPW**" means the Miami-Dade County Department of Transportation and Public Works or any successor or other name that the Department of Transportation and Public Works may be given in the future.

35. "**Due Diligence Phase**" has the meaning set forth in Section 1.14.

36. **"Environmental Studies**" has the meaning set forth in Section 1.14(B)(10).

37. "**Excusable Delays**" means a delay due to causes beyond the reasonable control and without fault or negligence of Lessee, including, but not limited to, (i) occurrence of Force Majeure Events, (ii) any failure by Lessor to complete, or cause to be completed, any work carried out in connection with MDAD Improvements, (iii) performance of work at or immediately adjacent to the Premises or other areas of the Airport on which an improvement is under construction carried out by the County or its contractors (except for Lessee) that damages or disrupts the construction of Improvements or Common Use Offsite Improvements so as to cause a delay to the Project Construction Schedule, (iv) any failure by the County to respond in accordance with this Lease to any submittal subject to County's approval within the time period provided therefor under this Agreement; provided, however, that no such failure shall be deemed to have occurred if due in whole or in part to the submission by Lessee for County's approval of documentation that is incomplete or does not fully respond to requests (which

requests shall be reasonable, unless solely pursuant to requirements under applicable Law) or concerns raised by the County, (v) the discovery of Hazardous Materials the Remediation of which Lessor (or any third-party) has agreed to assume and which Remediation work has adversely impacted Lessee's performance of its obligations hereunder, (vi) the issuance of any injunction, restraining order, or other similar legal order by a court or Governmental Authority of competent jurisdiction that prohibits or enjoins performance of Lessee's obligations hereunder provided that such injunction or other order was not the reasonably foreseeable result of Lessee's negligence or misconduct, (vii) any change in Law that adversely impacts Lessee's performance of its obligations hereunder, and (viii) any other event that the Parties mutually agree shall be deemed an Excusable Delay. The Parties agree that (A) an Excusable Delay with respect to construction of an Improvement or an Common Use Offsite Improvements shall also apply to any subsequent Improvement or Common Use Offsite Improvement the commencement of construction of which was dependent on the completion of such preceding Improvement or Common Use Offsite Improvement in accordance with the Project Construction Schedule to the extent the delay of such subsequent Improvement shall have been solely caused by the Excusable Delay of such preceding Improvement and (B) any extension of time or deadline hereunder due to an Excusable Delay shall not exceed 24 (twenty-four) months.

38. "**Expiration Date**" means the last day of the month in which occurs the fortieth (40th) anniversary of the Commencement Date.

39. **"FAA"** means the Federal Aviation Administration.

40. "**Facility**" means a multi-level air cargo handling structure in a restricted land area on the Miami International Airport, as identified in Exhibit 1.03, which includes a multi-floor building, of no less than 600,000 square-feet of cargo processing and support facilities, with a minimum annual cargo throughput capacity of 2.5 tons per square foot of cargo operations area, and no less than the number of spaces of structured-parking required by code plus 163 (one hundred sixty three) spaces to replace the displaced parking due to construction of the Improvements.

41. "**Facility Intellectual Property**" means all rights, title, and interests in and to all intellectual property rights of every kind and nature however denominated, throughout the world, including any applicable: (a) patents, patent applications and patent disclosures; (b) trademarks, service marks, trademark and service mark applications, trade names, logos, trade dress, corporate names and internet domain names, and brands and all goodwill associated with each of the foregoing; (c) social media accounts and handles, and Internet domain names, (d) copyrights, database rights and any other similar proprietary rights; (e) rights in software and rights in other technology; (f) proprietary know-how, and trade secrets; (g) rights of privacy and publicity (to the extent embodying intellectual property rights) and moral rights; (h) any registrations, applications or rights arising under Law or contract relating to any of the foregoing; and (i) all other similar intellectual property or proprietary rights, in each case that is used in, or necessary to, conduct the operations of the Facility by Lessee.

42. "**FDOT**" means the Florida Department of Transportation.

43. "**Final Plans and Specifications**" has the meaning set forth in Section 4.04(B)

44. "**Financial Close Deadline**" has the meaning set forth in Section 4.04(A).

45. "**Financing Documents**" means any and all loan agreements, leasing agreements, notes, indentures, security agreements, mortgages, guarantee documents, intercreditor agreements, subordination agreements, subscription agreements, partnership agreements, equity contribution agreements, interest rate contracts, and any foreign currency exchange swaps, commitment letters and other documents relating to the financing or refinancing of the development, engineering, design, construction, operation, ownership or maintenance of the Improvements and Common Use Offsite Improvements for which this Agreement provides all or some of the collateral or security, including any Conduit Financings, long-term debt and leases and any agreements relating to any equity or any subordinated debt.

46. "**FOD**" means foreign object debris as such term is defined under FAA Advisory Circular 150/5210-24.

47. "**Force Majeure**" has the meaning set forth in Section 20.18.

48. "**Force Majeure Event**" has the meaning set forth in Section 20.18.

49. "**Gross Revenues**" means all monies paid or payable to, or considerations of determinable value received by, the Lessee for sales made, transactions had, or services rendered by the Lessee, in the operation of the Facility, regardless of when or where the order therefor is received, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that the following shall be excluded from the definition of gross revenues (i) any taxes imposed by Law which are separately stated to and actually paid by a customer and directly payable by the Lessee to a taxing authority; (ii) any payments paid by sublessee which is for taxes imposed by Law, insurance premiums, or utility charges; (iii) all sales refunds; (iv) sales of trade fixtures not sold in the ordinary course of Lessee's business; (v) taxes actually paid by Lessee to Lessor pursuant to the terms of this Lease; (vi) insurance proceeds (other than business interruption); (vii) condemnation awards; (viii) proceeds from financing or refinancing; (ix) advance deposits from tenants and users of the Facility; and (x) refunds/credits to tenants or other users of the Facility.

50. "**Governmental Authority**" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

51. "**Hazardous Material**" has the meaning set forth in Section 9.01(C).

52. "**Health and Safety Plan**" has the meaning set forth in Section 4.23(C).

53. "**IPSIG**" has the meaning set forth in Section 21.01.

54. "**IRR Rent**" has the meaning set forth in Section 3.02(C).

55. **"Improvement(s)"** means those facilities, utilities, and other improvements, in each on or off Airport (as the case may be) that the Lessee will design and construct, or cause to be designed or constructed, necessary for cargo loading, consolidation, and

distribution on the Premises, including, for the avoidance of doubt, the "Facility" and any other structures and associated pavement and vehicle parking, drainage and all other necessary infrastructure, as generally described in Section 4.03 herein and generally depicted in Exhibit 4.03. The Improvements shall not include the MDAD Improvements.

56. "**Land**" means all that certain plot, piece or parcels of land located on Miami International Airport, in the City of Miami, County of Miami-Dade, State of Florida, and further depicted within the red dotted line in Exhibit 1.03 attached hereto; provided that the exact boundaries of the Land shall be defined after the Commencement date pursuant to Section 1.03.

57. "**Land Rent**" has the meaning set forth in Section 3.01(A).

58. "**Law**" means any present or future law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, proclamation, decree, common law or other requirement, ordinary or extraordinary, foreseen or unforeseen, of the federal or any state or local governmental, or any political subdivision, arbitrator, department, commission, board, bureau, agency or instrumentality thereof, or of any court or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Premises; and any reciprocal easement, covenant, restriction, or other agreement, restriction or easement of record affecting the Premises as of the date of this Lease or subsequent thereto.

59. "**Leasehold Mortgage**" has the meaning set forth in Section 11.04(C).

60. "**Leasehold Mortgagee**" has the meaning set forth in Section 11.04(C).

61. "**LEED**" has the meaning set forth in Section 4.21.

62. "**Lender**" means any financing party under any Financing Document entered into by Lessee for which this Agreement provides all or some of the collateral or security.

63. "**Lessee Audit**" has the meaning set forth in Section 9.05.

64. "**Lessee's Termination Obligations**" means Lessee's duty to take all actions reasonably necessary to allow the County to use, operate, and benefit from the Facility and Improvements as if the Facility and such Improvements were County's property for the County's maximum use and benefit thereof. Such obligations include the transfer, turn over, provision, license, or sub-license, as applicable, to the County of the Facility Intellectual Property and all other assets and services necessary for the ordinary operation of the Facility at the time of such termination, including, but not limited to, ownership/title/possession of the Facility, certificates of occupancy, permits, licenses, cargo handling and sorting equipment, manuals, maintenance records and manuals, pamphlets, charts, parts lists, spare parts, operating instructions, warranties, guarantees, intellectual property (including patents and patent numbers and other intellectual use rights or licenses), all computer programs, software and software licenses and software source code), including Lessee's truck/traffic management system or software; provided, however, that the foregoing transfer, turn over, provision,

license, or sub-license obligations shall not apply if termination of this Agreement occurs at or prior to the end of the Due Diligence Phase.

65. **"Lost Rent**" has the meaning set forth in Section 3.02(B).

66. "**Lost Rent Cap**" means the total annual rent amounts payable by County Tenants to Lessor for the use and occupancy of buildings listed on Schedule 1 as of the Date of Beneficial Occupancy, subject to annual adjustments thereafter based on the fair market value rental rates at the Airport established through appraisal and approved by the Board of County Commissioners.

67. "**MDAD Design Guidelines**" are the design standards and guidelines of the Miami-Dade County Aviation Department, then in effect, to be provided by Lessor to Lessee upon request by Lessee.

68. "**MDAD Improvements**" means those facilities and other improvements identified in Section 4.02.

69. "**Minimum Investment**" has the meaning set forth in Section 1.07(A).

70. **"NEPA"** means the National Environmental Protection Act, as amended, supplemented, or modified from time to time, and the rules and regulations thereunder.

71. **"New Facility Tenant**" has the meaning set forth in Section 3.02(B)

72. "**Operation Phase**" has the meaning set forth in Section 1.14.

73. "**Participatory Rent**" has the meaning set forth in Section 3.02(A).

74. "**Party" or "Parties**" means, collectively or singularly, the Lessor and the Lessee.

75. "**Person**" means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust and any other entity or organization.

76. "**Plans and Specifications**" means the design, architectural, engineering, and construction plans of the Improvements and Common Use Offsite Improvements, identifying and describing, in reasonable details, all structural components, foundations, mechanical and electrical systems, materials, signage, design, colors of exterior paints, and other customary specifications. The term "Plans and Specifications" shall also include an updated Project Construction Schedule and the configuration of the overall Project, including a complete list of all of the Improvements and Common Use Offsite Improvements to be developed and depictions of the locations of each of the Improvements and Common Use Offsite Improvement to be developed.

77. "**Possession Date** " has the meaning set forth in Section 1.11(A).

78. "**Premises**" means the Land, any Improvements thereon (including the Facility), and any and all rights, privileges, easements, and appurtenances to the Land and the Improvements, including all right, title and interest of Lessor, if any, in and to the development rights, strips, or gores of land adjoining the Land and in and to any land lying in the bed of any road, highway, street or avenue adjoining the Land to the center line thereof.

79. "**Project**" means the design, construction, and operation of the Facility and the other Improvements, as applicable.

80. "**Project Construction Schedule**" has the meaning set forth in Section 1.07(B).

81. **"Project Manager"** means the County Mayor or the duly authorized representative designated to oversee the construction of the Improvements and the Common Use Offsite Improvements on behalf of the County.

82. "**Remediation**" has the meaning set forth in Section 9.01(J).

83. "**Replacement Cost of the Improvements**" means the amount to replace the Improvements and Common Use Offsite Improvements in Section 4.03 with structure, materials, and equipment of like kind, features, and quality, taking into account the age of such improvements.

84. **"Risk Management Division"** means a Division of Miami-Dade County, with offices in the Stephen P. Clark Center at 111 N. W. 1st Street, Miami, Florida 33128.

85. "**SIDA**" has the meaning set forth in Section 16.01.

86. "**Successor Lessee**" has the meaning set forth in Section 11.04(D)4.

87. "**TAC-N Requirements**" are described in Schedule A.

88. "**Temporary Certificate of Occupancy**" or "**TCO**" means the document issued by the appropriate code enforcement agency or building department that enables the Lessee to occupy or utilize the Facility on a temporary basis.

89. **"Tenant Leased Facility**" has the meaning set forth in Section 3.02(B)

90. "**Term**" has the meaning set forth in Section 1.02.

91. "**Terminal Building Area of the Airport**" means the areas of the terminal buildings used by domestic and international passengers of the Airport, including, but not limited to, aircraft gates, aprons, passenger hold rooms, and baggage makeup areas.

92. "**Termination Notice**" has the meaning set forth in Section 13.12(B)

93. "**Third Party Transfer**" means (i) a sale by an equity holder of the Lessee of its equity interest in the Lessee to a third party other than any of such equity holder's Affiliates and (ii) an assignment, transfer, mortgage, pledge, hypothecation, encumbrance or conveyance by Lessee of all or a portion of its interest in this Agreement to a party that is not an Affiliate of the Lessee in accordance with Section 11.01 herein.

94. "**Transferee**" has the meaning set forth in Section 11.04(D)5.

95. "**Trust Agreement**" has the meaning set forth in Section 19.01.

96. "**West Cargo Area**" means the area identified as such in Schedule B.

97. "**Work**" means all labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Lessee's contractor for the construction of Improvements and Common Use Offsite Improvements in accordance with the terms of this Agreement.

ARTICLE 1
Lease; Terms, Premises and Financing

1.01 Lease of Premises:

Subject to the terms and conditions of this Lease, in accordance with Chapter 125 of the Florida Statutes and the authority to lease real property belonging to the County, Lessor leases to Lessee, and Lessee leases from Lessor, the Premises for the Term, for the purposes and uses set forth in Article 2 (Use of Premises) and Article 4 (Improvements to Premises), with the right of Lessee to construct or cause to be constructed and thereafter occupy and make use of those Improvements described in Article 4, in strict accordance with the terms and conditions of this Lease.

1.02 Term:

The term of the Lease shall begin on the Commencement Date and shall terminate on the Expiration Date, unless earlier terminated in accordance with the terms of this Lease (the "**Term**").

1.03 Premises:

(A) As of the Commencement Date, the Premises consist of the parcels of land described below and as more specifically reflected on the sketch attached as Exhibit 1.03(A):

	Parcel ID	Brief General Description	Area
Premises		Area in which site 713, part of NW 62nd avenue ROW, and inner triangle parking lot are currently located and where the Facility will be constructed.	Approximately 11.19 acres

The approximate boundaries and location of the Premises are outlined in red dotted lines on the sketch attached hereto as Exhibit 1.03 and incorporated herein by reference. The legal description of the Premises as well as the precise number of square feet shall be (i) determined by a survey prepared by the Lessee and delivered to the County for review and approval (which shall not be unreasonably withheld, delayed, or conditioned) no later than 90 (ninety) days after Commencement Date and (ii) subject to Section 1.03(B).

(B) Lessor and Lessee acknowledge and agree that, following the Commencement Date, but prior to the expiration of the Due Diligence Phase, the Parties intend for the Premises to include certain parcels of land currently occupied by other tenants of Lessor (hereinafter referred to as the "**Currently Occupied Premises**"). The Currently Occupied Premises are parcels numbers 24F03, 24Z05, 24Q06, 24Q07, and 24Q09, each more particularly reflected on the sketch attached hereto and incorporated herein as Exhibit 1.03. During the Due Diligence Phase, Lessor and Lessee shall coordinate with such tenants, at Lessee's sole cost and expense, to either relocate such tenants or terminate (provided that such termination does not cause the County to be in breach of the agreement with such tenant) their occupancy agreements (including, but not limited to, lease agreements, license agreements, etc.) so that such Currently Occupied Premises becomes available to Lessee for lease at or prior to the expiration of the Due Diligence Phase. In the event that any

portion of the Currently Occupied Premises shall have not become available to Lessee as contemplated herein, regardless of the reason, Lessee's sole recourse is to exercise its right to terminate this Agreement during the Due Diligent Phase in accordance with Article 1.13(I). From and after the date on which each of such Currently Occupied Premises is delivered by Lessor to Lessee for occupancy (each an "**Currently Occupied Premises Effective Date**"), the Premises shall be administratively revised to include such Currently Occupied Premise. Lessor hereby leases the Currently Occupied Premises to Lessee, and Lessee hereby leases the Currently Occupied Premises from Lessor, from and after the respective Currently Occupied Premises Effective Date for the remainder of the Term. From and after each Currently Occupied Premises Effective Date, the term "**Premises**" shall mean and include both the Premises existing as of the Commencement Date and the relevant Currently Occupied Premises. Lessor shall permit Lessee to access the Currently Occupied Premises, subject to authorization from and in a manner that does not interfere with the current tenants' use and operation of such premises, prior to the Currently Occupied Premises Effective Date for purposes of performing any due diligence of the Currently Occupied Premises it deems necessary to determine whether the conditions of the Currently Occupied Premises, both above ground and below ground, are suitable for its intended use, including, but not limited to, reviews required under NEPA, traffic and noise impact reviews, environmental investigations and site inspections. Such access shall be solely upon the terms and conditions of this Agreement, except that Lessee shall have no obligation to pay Rent with respect to the Currently Occupied Premises, including Land Rent, until the respective Currently Occupied Premises Effective Date.

1.04 Relocation and Modification of Premises:

The Premises are subject to relocation, modification, or deletion in whole or in part as required by Law, and this Agreement may be administratively revised to reflect such relocation, modification, or deletion, upon at least 180 days advance written notice to the Lessee by the Department to relocate, modify, or delete the Premises. In the event such relocation, modification, or deletion of the Premises materially impairs the Lessee to continue its operation of the Facility in the same way Lessee shall have operated the Facility prior to such relocation, modification, or deletion, the Lessee shall have the right to terminate this Agreement pursuant to Section 13.13(A) or 13.13(B), as applicable.

1.05 Suitability of Premises:

The Lessee acknowledges that (a) the Lessor has made no representations as to the Premises or the suitability of the Premises, (b) it shall make, at its own expense, any site inspections it deems necessary to determine whether the condition of the Premises, both above ground and below ground, are suitable for its intended use, (c) unless expressly otherwise provided herein, the Lessor has no obligation to perform or cause to be performed any maintenance, repairs, renovations, infrastructure changes or improvements, cleanups, painting, or the like of the existing facilities within the Premises, which Premises is leased in an as is condition, except to the extent of Lessor's responsibilities for environmental conditions under Article 9 (Environmental Compliance), (d) Lessee has made limited site inspections as to be apprised of the conditions of the Premises and has made its own determination that the Premises are suitable for its intended use, subject to Lessee's due diligence following the Commencement Date, and (e) Lessee has

reviewed all documents applicable to the Premises and the adjacent areas of MIA1. The Lessee's obligation under this Agreement, such as in Section 7.03 (Permits and Licenses), to obtain all land use, construction, and operating permits and approvals required of the Lessee at the Lessee's sole cost and expense, shall not require the Lessor to take any action or perform any tasks within the Premises to enable the Lessee to obtain such permits and approvals, including, but not limited to, Certificates of Occupancy, which shall remain the Lessee's exclusive obligation to take or perform in order to obtain such permits and approvals. The Lessee further acknowledges that, by executing this Lease, the Lessee at its own cost, risk, and expense must make the necessary investments and all improvements specified in Section 4.03, including all infrastructure improvements and utilities services necessary for Lessee's construction and use of the Premises, to make the Premises suitable for the Lessee's use and to satisfy the County's building, life, safety, fire and occupancy requirements, and that the Lessor shall have no obligation to Lessee to compensate or reimburse Lessee for such cost, risk, expense, investment, and improvements. Lessee acknowledges that access to the Premises from the airfield, inclusive of taxiways, taxilanes, and ramp, may be constrained or limited permanently or temporarily during the life of the Lease, as determined by Lessor based on the existing or projected aviation needs of the Airport. The Lessor makes no representations as to future cargo needs, tenants, or customers at the Airport, and the Lessee shall be solely responsible for marketing the Facility to prospective tenants or customers; Lessee acknowledges that its investment and development in the Premises is based solely on its own business models and projections and is consistent with the terms, conditions, and obligations of this Agreement.

1.06 Title to Improvements; Standards of Construction; Demolition of Improvements at Termination:

Unless Lessee's Financing Documents require otherwise, Lessee shall have the option (to be exercised no later than sixty (60) days prior to DBO), of (i) placing in the name of the County all Improvements installed or constructed by Lessee upon the Premises, free and clear of all liens and encumbrances, except for any financial interests or liens specifically approved by the Department under the Financing Documents as provided under Section 11.04(B) (Lessor Approval of Financing Documents), or (ii) retaining title to such Improvements in Lessee's name for the duration of the Term of this Lease. For any Improvement whose title is to be placed in the Department's name, Lessee shall comply with the more stringent design and construction standards set forth by the Department from time to time to assure that the Improvement will remain in satisfactory condition during the Term of this Lease and will have a reasonable useful life following termination of this Agreement. For any Improvement whose title is to remain in Lessee's name, Lessee shall be entitled to use modified standards for its design and construction, as approved by the Department, but must nonetheless comply with all applicable building, fire, and life/safety codes, comply with the Department's requirements under Section 4.14 (Standards of Construction; Removal of Improvements at Termination) as to the useful life of the Improvement, and must remove any such Improvement upon termination of this Lease for any cause, unless the Department directs otherwise as to such Improvement. To the extent that the tax collector determines that the Premises, or the Agreement, are taxable, Lessee shall pay all taxes thereon, irrespective of whether such Improvements have been conveyed to the County.

1 Note to County: this language was removed because Lessee has not received such document.

1.07 Minimum Investment Amount; Project Construction Schedule; Failure to Develop:

(A) Minimum Investment Amount: The Lessee shall spend no less than $400 million (four hundred million Dollars) in Approved Improvement Costs (the "**Minimum Investment**") no later than the last day of the Construction Phase. In the event Lessee shall have not spent the Minimum Investment by the Date of Beneficial Occupancy, such failure shall not be deemed a default of Lessee's obligations under this Section 1.07(A) so long as Lessee shall have met all applicable TAC-N Requirements and satisfied all of the Key Performance Indicators identified in the following table on or prior to the Date of Beneficial Occupancy:

Goal	KPIs
Minimum Cargo Throughput Volume Capacity	Ratio Equal 2.5 Annual Tons Per Square Feet of Cargo Operations Area
Cargo Operations Area	No less than 600,000 square-feet of cargo operations area
Sustainable Architecture Goal	Silver LEED
Construction Delivery Deadline	60 months from Commencement Date
Infrastructure Sustainability	Sustainable Buildings Program of the County

(B) Project Construction Schedule: Schedule 1.07(b) attached hereto sets forth the construction sequence for the Improvements, MDAD Improvements, and Common Use Offsite Improvements (as it may be updated pursuant to Section 4.04, the "**Project Construction Schedule**"). Notwithstanding the Project Construction Schedule, the following deadlines shall apply and control in the event of any contradiction with the respective deadlines set forth in the Project Construction Schedule:

(i) Construction Commencement Deadline: Six (6) months after the commencement of the Construction Phase.

(ii) Deadline to obtain permits: 12 (twelve) months after the commencement of the Construction Phase.

(iii) Deadline to obtain Certificate of Occupancy: 42 (forty-two) months after commencement of the Construction Phase.

(C) Failure to Develop: If Lessee fails to either:

(i) construct the Improvements and obtain a Certificate of Occupancy within the period provided for above or in the Project Construction Schedule; or

(ii) achieve Commencement of Construction of the first Improvement or Common Use Offsite Improvement in accordance with the Project Construction Schedule within the period provided for above or in the Project Construction Schedule,

then Lessor shall be entitled to terminate this Agreement in the manner set forth in Article 13 (Termination) or, at the discretion of the County, the Term of this Agreement shall be automatically reduced by the number of days by which Lessee has failed to meet the above deadlines.

The deadlines provided in Section 1.07(B)(i)-(iii) and the Project Construction Schedule shall be extended or adjusted due to Excusable Delays, in which case Lessor and Lessee shall in good faith negotiate the length of each extension or adjustment of such deadlines; provided, that no deadline may be extended for longer than twenty-four (24) months. In the event the Lessor elects to decrease the Term pursuant to this Section 1.07(C) or otherwise allow Lessee to complete or commence construction, as the case may be, the Lessee and Lessor shall, in good faith, negotiate an extension of the Project Construction Schedule. In the event Lessee does not achieve Substantial Completion within such extended time frame, except in the occurrence of any Excusable Delay, the County shall have the discretion to terminate this Agreement as provided for in Article 13. In such case, the Lessee shall also satisfy Lessee's Termination Obligations.

(D) Lessee shall provide notarized reports, on a quarterly basis, to the County Mayor or Mayor's Designee, with a copy to the District Commissioner in which the Premises lie, at appropriate intervals regarding compliance with each milestone in the Project Construction Schedule.

1.08 Review by FAA:

This Agreement is subject to the review of the Federal Aviation Administration (FAA) and shall be voidable by the County in the event that the FAA does not approve the Lease. If the FAA indicates that any portion of this Agreement is not consistent with the requirements of federal law or Lessor's grant assurances, or otherwise raises an objection to any portion of this Lease, the Department shall have the right, in its sole discretion, to either declare this Agreement to be void or else to amend the terms of this Lease so as to overcome the reasons for the FAA's statements or objections. In the latter event, Lessee shall respond to such proposed changes promptly and in any case not later than 60 (sixty) days from the date of submission by the Department. If the Lessee accepts such changes, the Parties will execute a new Agreement as amended, which shall be subject again to FAA review, as provided for above. If Lessee does not accept the proposed amendment within 90 (ninety) days from the date of submission by the Department, this Lease shall be void without need for further action of the Parties. No compensation of any sort shall be payable to Lessee in the event, as a result to an objection by the FAA to this Agreement, that (a) the Department declares this Agreement to be null and void, (b) the Department makes a determination to lease the Premises to another party, or (c) the Parties are unable to agree to the terms of a revised Agreement that will overcome the concerns raised by the FAA. In the event that this Agreement becomes void pursuant to this Section, Lessee shall have no cause of action of any kind against Lessor, including but not limited to any cause of action for damages or equitable relief, and Lessee shall be solely responsible for all costs, expenses, and liabilities it may have incurred, without limitation.

1.09 Section 707 of the Lessor's Restated and Amended Trust Agreement:

Without limiting the provisions under Section 1.08, this Agreement and the enforcement of each Party's obligations hereunder are contingent upon the occurrence of the Lessor's receipt of certificates under Section 707 of the Trust Agreement from both the Traffic Engineers and the Consulting Engineers (as such terms are defined thereunder) determining that the Improvements to be constructed by Lessee meet the standards provided in Section 707. To the extent the Traffic Engineers or Consulting Engineers do not provide the aforementioned certificates, the Parties shall accommodate any comment received by such consultants and shall negotiate in good-faith an amendment to this Agreement, if deemed necessary by the Parties, so as to modify any provision hereof to overcome any reason for the above entities' failure to consent, give, or provide what is required; provided, however, Lessor shall not be required to agree to a modification that is inconsistent with its obligations under federal law or the Trust Agreement.

1.10 Review by Miami Airport Affairs Committee

The County's construction and expenditure obligations under this Agreement are contingent upon approval by the Majority-in-Interest of Airlines identified in Article 6(D) of the 2018 Airline Use Agreement for Miami International Airport.

1.11 Possession Date:

(A) For the purposes of this Lease, the "Possession Date" shall occur on the Commencement Date.

(B) On the Commencement Date, Lessor shall deliver exclusive possession of the Premises (excluding the Currently Occupied Premises) to Lessee, at which time Lessee shall take possession thereof.

1.12 Commence Construction Security:

(A) Within 30 (thirty) days after the end of the Due Diligence Phase, the Lessee shall provide security for the performance of its obligation pursuant to Section 1.07(B)(i) to achieve Commencement of Construction by the Commencement of Construction Deadline by delivering to the County one or more irrevocable unconditional direct pay letters of credit meeting the requirements set forth in this section (the "**Commence Construction Security**"). The Commence Construction Security shall be:

(1) Issued or confirmed by a bank or financial institution having long-term, unsecured debt ratings of not less than "A/A2" from two of the major national ratings agencies (i.e., Fitch Ratings, Moody's Investor Service, S&P Global Ratings, and Kroll Bond Rating Agency);

(2) With an expiration date no earlier than one (1) month beyond the then current date for the Commencement of Construction Deadline; and

(3) In an aggregate amount equal to $2,000,000.00.

In the event the Commencement of Construction Deadline is extended, the Lessee will provide an updated Project Construction Schedule and Commence Construction Security with an expiration date of one (1) month beyond the new date for the Commencement of Construction Deadline.

(B) Upon Commencement of Construction of the first Improvement or Common Use Offsite Improvement in accordance with the Project Construction Schedule, the Commence Construction Security shall be released to Lessee in its entirety.

(C) The County shall have the right to draw upon the Commence Construction Security in the full stated amount thereof should the Lessee fail to commence construction of the first Improvement or Common Use Offsite Improvement in accordance with the Project Construction Schedule by the Commencement of Construction Deadline, except if such delay is a result of an Excusable Delay. The Parties acknowledge and agree that the County's rights to retain for its own account the proceeds of a drawing on the Commence Construction Security under the circumstances specified herein are in the nature of liquidated damages for the County's loss of goodwill, loss of opportunity, and other damages.

1.13 [Reserved.]

1.14 Due Diligence

(A) The Term shall be divided into the following three distinct phases:

(1) The "**Due Diligence Phase**," which begins on the Commencement Date and, subject to the occurrence of an Excusable Delay, ends on the last day of the 18th (eighteen) month after the Commencement Date; provided, however, that the Parties may extend the Due Diligence Phase for up to 12 (twelve) months.

(2) The "**Construction Phase**," which begins on the day after the last day of the Due Diligence Phase and, subject to the occurrence of an Excusable Delay, ends on the earlier of DBO or the 42nd (forty-second) month after the first day of the Construction Phase; provided, however, that the Parties may extend the Construction Phase for up to 12 (twelve) months; and

(3) The "**Operation Phase**," which begins on first day after the last day of the Construction Phase.

(B) During the Due Diligence Phase, Lessee shall have the ability to do, among other things consistent with the performance of due diligence, the following (collectively, the "**Due Diligence Activities**"):

(1) Conduct due diligence and otherwise satisfy itself that the Premises are suitable for the uses thereof in accordance with this Agreement;

(2) Satisfy itself that MDAD's pre-construction obligations relating to MDAD Improvements have been satisfied;

(3) Satisfy all conditions precedent and requirements determined by Lender(s) to the satisfaction of Lessee and its Lender(s) in connection with securing the financing of Improvements and the Common Use Offsite Improvements, including, without limitation, those under the Financing Documents;

(4) Receive satisfactory assurance from the County that funding for the MDAD Improvements has or will be timely obtained;

(5) Satisfy itself that the designs for Lessee's Improvements, the MDAD Improvements, and the Common Use Offsite Improvements, as set forth in Article 4, have been approved by the County and any other authority having jurisdiction;

(6) Conduct reviews required under NEPA, traffic and noise impact reviews, and environmental investigations;

(7) Support County efforts to present NEPA to FAA, including engaging consultant(s) to assist in NEPA and preparing relevant mitigation plan;

(8) Engage and pay for external consultants necessary to process and submit application under NEPA;

(9) Develop landside traffic mitigation plan;

(10) Undertake Phase I Environmental Report, and to the extent deemed reasonably necessary by Lessee, the Phase II Environmental Report (collectively, the "**Environmental Studies**"); and

(11) Determine whether it will assume the cost of necessary Remediation, as determined by applicable law, above the County's Remediation obligation;

(C) During the Due Diligence Phase, County agrees to reasonably cooperate with and assist Lessee with the following pre-development obligations:

(1) Process and submit application for approval or categorical exclusion under NEPA, and interface with FAA and selected NEPA consultants;

(2) Determine whether the Termite Doctor temporary fumigation facility will be relocated or discontinued;

(3) Review and, if satisfactory, approve landside traffic mitigation plan to be included in the NEPA document and other applications for approvals required by a Governmental Authority having jurisdiction, including FDOT and DTPW;

(4) Review and, if satisfactory, approve Lessee's utility relocation plan;

(5) Authorize Lessee to perform design of MDAD Improvements;

(6) Allow Lessee to conduct, and to the extent reasonably requested by Lessee, collaborate with Lessee in the performance of, the Due Diligence Activities; and

(7) Cooperate with Lessee to relocate the tenants on the Currently Occupied Premises and terminate (provided that such termination does not cause the County to be in breach of the agreement with such tenant) their occupancy thereon.

(D) Lessee is prohibited from performing any development or construction, and from altering the Premises, during the Due Diligence Phase, unless otherwise agreed by Lessor.

(E) Mechanic's Materialmen's and other Liens. Lessee hereby agrees that it shall not permit any mechanic's materialmen's and/or any other lien to exist on the Premises as a result of its Due Diligence Activities or any other action undertaken by Lessee. Lessee shall immediately pay any judgment or decree rendered against it or the County in relation to the existence of any mechanic's materialmen's and/or other lien existing on the Premises as a result of its the Due Diligence Activities, with all costs and charges, and shall cause any such lien to be released off record without cost to the County. The provisions of this paragraph shall survive the termination of this Agreement.

(F) Lessee shall be responsible for all of its costs associated with such Due Diligence Activities, including approval process under NEPA and the preparation of any designs for any of the Improvements.

(G) Environmental Remediation Costs. Lessee shall be responsible for all Remediation costs (air, noise, soil, water, light, and social equity) associated with Remediation of the Premises as required by Governmental Authorities for the construction of the Improvements on the Premises up to an aggregate amount of $3.5 million; provided, that Lessor shall be responsible for any excess costs of such required Remediation of the Premises resulting from any Baseline Environmental Conditions relating to soil and water in such site up to the aggregate amount of $3.5 million ("**County Maximum Environmental Costs**"). Lessee shall have the right to pay for any Remediation costs of the Premises in excess of the County Maximum Environmental Costs in its sole discretion.

(H) Unless Lessor agrees otherwise, in no event shall Lessor's responsibility hereunder for payment of costs associated with site Remediation for any premises on which development of Improvements will occur (including any area outside the Premises) under this Agreement exceed $3.5 million.

(I) At any time during the Due Diligence Phase, Lessee shall have the right to terminate this Agreement for any reason by providing written notice of its election to terminate to Lessor and, thereafter, shall have no further obligations except for the following: (1) those obligations that survive the termination of this Agreement as set forth herein, (2) to fully surrender the Premises and remove all personal property from the Premises within 60 (sixty) days after delivery of such notice of termination, (3) to pay Land Rent through the date of Lessee's surrender of the Premises, which such Land Rent shall be due no later than 30 (thirty) days after surrendering the Premises, (4) if applicable, to

repair and restore any damage to the Premises caused by work performed by or on behalf of Lessee to the condition that existed as of the Commencement Date, and (5) to the extent applicable, Lessee's Termination Obligations. The provisions of this paragraph shall survive the termination of this Agreement.

(J) In the event that Lessee exercises its right to terminate this Agreement during the Due Diligence Phase, County shall have no liability for any costs incurred by Lessee in connection with any Due Diligence Activities which, for the avoidance of doubt, include all pre-construction or pre-development obligations of either Party, except (1) for any costs incurred by Lessee in connection with any design work product of the MDAD Improvements performed by the Lessee pursuant to Sections 4.02(A)(ii) and 4.02(A)(iii)(a) and (2) for any costs relating to the work product incurred by Lessee in support of the NEPA process to the extent such work product is accepted by Lessor. In the event of case (2) of this Section 1.14(J), Lessor shall reimburse Lessee for the costs in an amount agreed to by the Parties.

(K) Lessee shall coordinate with Lessor prior to the commencement of any investigations, such that all Due Diligence Activities are done in a manner that does not unreasonably interfere with Lessor's use of the Premises or adversely affect Lessor's ownership of the Premises, including other tenants' use of the Currently Occupied Premises. Lessee shall not use the Premises or otherwise enter onto the Premises during the Due Diligence Phase for any purpose other than those set forth herein or approved by MDAD in writing, which approval shall not be unreasonably withheld, conditioned, or delayed.

(L) Regardless of whether Lessee exercises its right to terminate this Agreement during the Due Diligence Phase or proceed to the Construction Phase, Lessee shall be required to provide the County with all third-party reports generated with respect to any and all conduct and activities relating to Lessee's performance of the Due Diligence Activities.

(M) Unless expressly stated otherwise in this Article, all general terms, conditions, and requirements set forth throughout the entirety of this Agreement, including the requirement to carry any insurance that would be applicable to the Due Diligence Activities as determined by the County's Risk Management Division, shall apply to Lessee during the Due Diligence Phase.

ARTICLE 2
Use of Premises

2.01 General Privileges, Uses and Rights:

The Lessor hereby grants to the Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth or otherwise applicable to Lessee's use of any portion of the Airport, and all of which shall be non-exclusive on the Airport; for avoidance of doubt, during the term, Lessee's right to develop and

use the Facility within the Premises shall be exclusive, but other tenants or Lessor may develop or operate competing facilities at the Airport. Lessee's use rights include:

(A) The right, at Lessee's cost and expense, to develop and operate the Facility on the Premises in accordance with this Agreement, and to contract for, or delegate, where expressly authorized elsewhere in this Lease, in whole or in part, the construction, operation, and use of the Improvements to third parties, subject to MDAD's policies and procedures, including but not limited to sub-lessees, and to construct, or contract with others to cause construction of, the improvements contemplated in this Agreement in connection with the development of the Facility, subject to the terms and conditions of this Lease.

(B) The right, at Lessee's cost and expense, to relocate easements and utility lines within the Premises, if required for the development of the Premises, such relocation to be done with the consent and cooperation of Lessor (which consent shall not be unreasonably withheld, delayed, or conditioned) and the applicable utility company or other third parties in whose favor such easements run. The County does not warrant or guarantee that any easement holder will consent to vacate or relocate any existing easements, and any increase in costs or disruptions to Lessee's construction or operation resulting from such instance shall be solely borne Lessee. Lessee acknowledges that utilities serving other airport tenants or Airport operations may be present, and that the Lessor shall have the discretion to require that utility work be staged or sequenced, at Lessee's cost, such that operations at the Airport or Airport tenants are not impacted.

(C) The right to determine whether the existing improvements or facilities on the Premises will be relocated, demolished or restored, subject to the consent of Lessor (which consent shall not be unreasonably withheld, delayed, or conditioned), for purposes of development of the Improvements.

(D) The general use, in common with others, of all public, common-use, Airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, to be used by the Lessee in connection with its operations hereunder. For the purpose of this Agreement, "public Airport facilities" shall include all public non-airfield areas, including, but not limited to, automobile parking areas, roadways, sidewalks, or other public facilities appurtenant to said Airport, not specifically leased hereunder or under the contractual control of others. Nothing contained herein shall in any way limit the right of the County in its sole discretion to abandon, discontinue, or demolish any of the public Airport facilities described herein. Notwithstanding, Lessee acknowledges that access to the Premises from the airfield, inclusive of taxiways, taxilanes, and ramp, may be constrained or limited temporarily during the term of this Lease, as determined by Lessor based on the existing or projected aviation needs of the Airport; provided, that Lessor shall provide no less than ninety (90) days prior written notice of such temporary constraint or limitation to Lessee and shall make reasonable accommodations necessary to allow the Lessee to continue operations of the Facility.

(E) The right of ingress to and egress from the Premises over and across public roadways serving the Airport for the Lessee, its agents and employees, patrons and invitees,

suppliers of service, and furnishers of material. Said right shall be subject to such laws, rules, regulations and orders and fees and charges, which are generally applicable to similarly situated parties, as now or may hereafter have application at the Airport.

(F) Except as otherwise set forth in this Agreement (including, for the avoidance of doubt, the Common-Use Offsite Improvements), the County does not hereby grant to the Lessee the right to use any other space or area within the Airport, improved or unimproved, which is leased to a third-party or which the County has not specifically leased to the Lessee.

2.02 Use of Premises:

(A) The Lessee shall use the Premises for the purpose of constructing, operating, and maintaining the Improvements thereon in accordance with this Agreement. Such services and uses may only be provided on the Premises as provided herein; provided, that the uses are in compliance with Article 7 (Regulations, Licenses and Permits) of this Agreement. Such uses include the following:

(1) Receiving, storing, consolidating and packaging of air cargo for airlines.

(2) Transportation, from and to other designated premises, of air cargo of the Lessee's customers to and from the leased premises, except to and from aircraft in the Terminal Building Area of the Airport.

(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 of the Lessee is prohibited except in areas specifically leased by the Lessee 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 to Sections 2.02(A)(1) through (3) above.

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

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

(7) Such other activities as are directly related or incidental to the authorized cargo handling uses of the Premises, including but not limited to food and beverage, offices, and other commercial activities ancillary to the operation of the Facility and serving employees at the Facility and adjacent facilities.

(8) Staging, loading and unloading of air cargo.

(9) Parking of operable aircraft service equipment of the Lessee related to its cargo handling activities.

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

(B) Common Use Aircraft Parking Positions: Common use aircraft parking positions, adjacent or proximate to the Premises, may be used for the following purposes only:

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

(2) For the performance of transit or turnaround aircraft maintenance on all-cargo aircraft being handled by the Lessee as approved by MDAD's Airside Operations Division.

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

Common-use aircraft parking positions shall not be used for the parking or storage of ground service equipment, containers or like equipment. Use of such parking positions shall additionally be subject to any current or future MDAD's policy regarding aircraft parking requirements to the extent any such policy requirement is imposed on all similar positions at MIA.

(C) Vehicular parking or storage in connection with the Improvements. Lessee's customers and any employees, agents, or invitees of the Lessee shall only be permitted to park vehicles on the Premises while utilizing Lessee's services, the Facility, other facilities on the Premises, or while providing operations for Lessee on the Premises.

Lessee may not use the Premises for any purpose not expressly listed above unless it first receives written authorization from MDAD, which authorization will not be unreasonably withheld.

2.03 Concession Services:

The Lessor reserves the right to require permits for the operation of ancillary services and other commercial activities at the Premises, in each case as may be required pursuant to the applicable legislation.

2.04 Other Fees:

Nothing contained in this Lease shall preclude County from establishing other reasonable and non-discriminatory fees and charges applicable generally to all users of the Airport for the use of the facilities, equipment, and services provided by the County. Lessee expressly agrees to pay such fees and charges as if they were specifically included in this Lease.

2.05 Lessee's Rights Not Exclusive:

Notwithstanding anything herein contained that may be, or that may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and Lessor reserves the right to grant similar privileges and similar leases to other lessees on other parts of the airport and to take any and all actions (including the leasing of property for any lawful purpose) that Lessor is permitted to take under federal, state, and local law pertaining to the airport on which the Premises herein are located; provided, however, that Lessee shall have the exclusive right to develop the Facility on the Premises.

2.06 Prohibited Uses, Products and Services:

Lessee agrees that the Premises shall be utilized solely for the Improvements and for no other purpose whatsoever, unless otherwise agreed by the Parties in writing. Lessee shall not provide any products or services that are not specifically authorized by this Lease or County.

2.07 [Reserved.]

2.08 Future Development of the Airport:

Nothing in this Agreement shall prevent the Lessee or any of its Affiliates from using any legally available means to propose to the County future development at the Airport (either by an expansion of the Facility or any other separate air cargo facility) at any time in the future; provided, that there is land available and that such land is compatible for such proposed use as determined by the County. Other than those actions that the County is required to take under applicable Law, the County shall have no obligation to take any actions with respect to any such proposal, nor shall the County have any obligation to reserve any land for any such potential future proposal.

ARTICLE 3
Rentals and Payments

3.01 Annual Rent:

(A) Land Rent. Lessee shall pay on a monthly basis, ground rent that is determined by the County to be fair market value rental rates established through appraisal and approved by the Board of County Commissioners beginning on the Commencement Date and pro-rated if the Commencement Date is other than the first day of a month (the "**Land Rent**"). Said rental commencing on the Commencement Date shall be payable monthly in U.S. funds on the first day of each and every month as shown below and without billing, at the offices of the Department as set forth in Section 3.05 (Methods of Payments). The fair market rent rates are set each October by the Board of County Commissioners based upon appraisals by an MAI appraiser and approved by the BCC in the Annual Published Rates and Charges (Implementing Order 4-125) and budget for the Miami-Dade Aviation Department, as may be amended by the BCC from time to time, and subject to the annual adjustments set forth in Section 3.04.

(B) Rent Commencement Date. Lessee shall begin payment of the Land Rent on the Commencement Date.

(C) Due Diligence Phase Ground Rent. During the period commencing on the Commencement Date and ending on the last day of the Due Diligence Phase, the Land Rent payable by Lessee shall be in an amount equal to 1/3 (one-third) of the Land Rent amount as determined pursuant to 3.01(A).

(D) Construction Phase Rent. During the Construction Phase , the annual Land Rent shall be abated in the manner provided for below by an amount equal to the Approved Improvement Costs (which abatement for Approved Improvement Costs for Common Use Offsite Improvements shall be capped at $1,000,000 (one million dollars)) amount to be funded by Lessee for the development of the following Common Use Offsite Improvement: Interior RSR connecting Ramp Romeo to Ramp Sierra (Temporary easement through the Facility's airside)

Notwithstanding the foregoing, the Land Rent payable by Lessee during such Construction Phase, net of any rent abatement, shall not be less than the projected rents and other revenues to be received by County from users of the Premises immediately prior to the Commencement Date.

Such Land Rent abatement amount shall be determined in accordance with the following procedure: The estimated total Approved Improvement Costs (subject to the cap of $1 million (one million dollars)) in connection with such Common Use Offsite Improvements shall be credited to Lessee's account in equal monthly installments over a 30 (thirty) months period upon commencement of the Construction Phase. Within 30 (thirty) days after each 12 (twelve) months period during the Construction Phase, Lessee shall perform a true-up reconciliation review of the actual Approved Improvement Costs incurred or accrued during such 12 (twelve) months period (the "**Annual True-Up Reconciliation**"). Lessee shall provide Lessor with a written report of such Annual True-Up Reconciliation. The reconciliation review shall be based on actual cash paid or credits issued by Lessee as Approved Improvement Costs in connection with such Common Use Offsite Improvement. In the event Lessee determines that the actual Approved Improvement Costs during such 12 (twelve) months period exceeds the estimated Approved Improvement Costs, Lessor shall credit to Lessee's account such excess amount. In the event Lessee determines that the actual Approved Improvement Costs during such 12 (twelve) months period is less than the estimated Approved Improvement Costs, Lessee shall pay Lessor an amount equal to such excess credit. In the event Lessor disagrees with Lessee's calculation of the Annual True-Up Reconciliation amount, Lessor shall have 15 (fifteen) days from its receipt of the Annual True-Up Reconciliation report to contest such calculation by delivery to Lessee of Lessor's proposed calculation of the amount of the Annual True-Up Reconciliation. If the Parties are unable to agree upon the amount of the Annual True-Up Reconciliation, the Parties shall mutually select and appoint an independent consultant which shall determine the Annual True-Up Reconciliation amount. Lessee shall be responsible to pay the costs of such consultant. The determination by such independent consultant shall be binding upon the Parties absent manifest error.

(E) Sales Taxes and Other Charges. Lessee shall pay to the Lessor, in addition to the foregoing rents, all applicable State sales taxes as well as all federal, state or local taxes arising out of Lessee's use of the Premises.

3.02 Additional Rent:

(A) Participatory Rent. Commencing on the Date of Beneficial Occupancy, on or prior to the tenth (10th) day following the end of each calendar month throughout the term of this Agreement, the Lessee shall pay to Lessor, as participatory rent, an amount equal to seven percent (7%) of Gross Revenues of the immediately prior month *minus* the Land Rent amount payable by Lessee for the relevant month pursuant to Section 3.01(A) (the "**Participatory Rent**"). Within such ten (10) days period, the Lessee shall furnish to the Lessor 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 the Lessor. In the event there are no Gross Revenues for a given month or the amount equal to seven per cent (7%) of Gross Revenues of the immediately prior month is less than the Land Rent amount for the relevant month, the applicable monthly report will be submitted stating such and no payment shall be due by Lessee to Lessor under this Section 3.02(A).

(B) Lost Rent Payment. Within thirty (30) days after the day immediately prior to the Date of Beneficial Occupancy, Lessor shall deliver to Lessee a schedule setting forth the name of each tenant that is then using and paying rent to the County on such date (each a "**County Tenant**"). In the event any County Tenant (i) terminates, for no cause, its lease or sublease agreement with the County under which such County Tenant pays rents to the County for the use of facilities on the Airport owned by Lessor (such facility, "**Tenant Leased Facility**") and (ii) relocates to the Facility and pays rent to Lessee for the use thereof for purposes substantially similar to those such County Tenant used its respective Tenant Leased Facility (each such County Tenant to which such conditions apply, a "**New Facility Tenant**"), Lessee shall pay County the aggregate amount equivalent to all rents (the "**Lost Rent**") that would have been payable by such New Facility Tenant(s) to Lessor under, and subject to the terms of, the lease or sublease agreement(s) between Lessor and such New Facility Tenant(s); provided, that (1) the aggregate amount of Lost Rent payment made by Lessee hereunder shall not exceed the Lost Rent Cap and (2) the Lost Rent obligation shall not apply for any period during which the vacated Tenant Lease Facility is deemed by the Lessor or any Governmental Authority as unfit for occupation for any reason or the County decides not to re-lease such Tenant Leased Facility. Promptly upon having knowledge that a New Facility Tenant desires to move into the Facility, the Lessee shall notify the Lessor thereof. Upon receiving such notice from Lessee, Lessor shall use reasonable efforts to lease such space vacated (or to be vacated) by a County Tenant and promptly notify Lessee of any new lease. County's efforts to lease such space shall be limited to those used by the County in connection with leasing of vacated space in the Airport in its ordinary course of business at the time of such termination. Any such payment obligation of the Lessee under this Section 3.02(C) shall be deferred for a period of five (5) years following the Date of Beneficial Occupancy. On the first (1st) day of the calendar year following the fifth (5th) anniversary of the Date of Beneficial Occupancy, Lessee shall pay Lessor the total deferred Lost Rent in full. The accrual of any Lost Rent under this Section 3.02(B) with respect to each New Facility Tenant shall terminate upon (x) the date that is two (2) years after the date on which such New Facility Tenant begins making rent payments to Lessee, (y) the date that is five (5) years from the Date of Beneficial Occupancy, or (z) the date on which County has leased the vacated space previously occupied by such New Facility Tenant, whichever occurs first.

(C) IRR Rent.

(1) The following defined terms shall apply to this Section 3(C):

a. "**Actual IRR**" shall mean the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the Financial Model.

b. "**Allowable Reserve**" shall mean operating cash reserves reasonably determined by the Lessee (in consultation with the Lessor) in the ordinary course as necessary to fund estimated operating expenses, debt service, and capital expenditures of the Lessee in connection with the Facility.

c. "**Equity Internal Rate of Return**" shall mean the cash return yielding to an equity holder of the Lessee for a given period, stated as a percentage, as calculated in accordance with the Financial Model.

d. "**Financial Model**" shall mean the final financial model (containing, among other projections, the Implied IRR) made available by the Lessee to the County prior to the Closing Date.

e. "**Implied IRR**" shall mean the estimated Equity Internal Rate of Return as set forth in the Financial Model, stated as a percentage.

f. "**Implied Return**" shall mean the estimated return to equity holders of the Lessee, stated in dollars, calculated based on the IRR Rent Threshold.

g. "**IRR Gain Share**" shall mean a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold but less than 17.5%, the IRR Gain Share will be 15% (fifteen percent);

(ii) if the Actual IRR and is between 17.5% and 20%, the IRR Gain Share will be 17.5% (seventeen and one-half percent);

(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20% (twenty percent); and

(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30% (thirty percent).

h. "**IRR Rent Threshold**" means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR.

i. "**Net Distribution Revenues**" means any cash distributable to the equity holders of Lessee that is not subject to any Allowable Reserve or contractually restricted for any particular purpose derived from all revenues, receipts and income of any kind received by Lessee in the first calendar year after the Date of Beneficial Occupancy (which shall include such revenues, receipts, and income during the period between Date of Beneficial Occupancy and the beginning of the first calendar year thereafter) and each calendar year thereafter until the Expiration Date from, or in connection with, operation of the Facility, restructuring of any debt incurred by Lessee to finance the construction and operation of the Facility, and a Third Party Transfer (less the aggregate amount of (i) all reasonable and customary out-of-pocket transaction costs incurred by the Lessee in connection with such Third Party Transfer, including, but not limited to, reasonable fees and expenses of third-

party consultants and closing costs and (ii) all transfer, bulk sale and sales taxes incurred in connection with the Third Party Transfer).

(2) IRR Rent. To the extent any Net Distribution Revenues is available for distribution to Lessee's equity holders, the Lessee shall pay to Lessor an amount equal to the IRR Gain Share (stated as a percentage) multiplied by the difference between such Net Distribution Revenues and the Implied Return (the "**IRR Rent**"). For illustrative purposes, attached hereto (along with the electronic Microsoft Excel file providing the backup for such illustrative calculation delivered by Lessee to the County via electronic mail on April 9, 2024) sets forth a calculation of the IRR Rent. Such Microsoft Excel shall be considered part of Exhibit 3.02.

(3) General Procedures for payment and calculation of IRR Rent. The IRR Rent Threshold and the IRR Rent will be calculated and payable (if any) within 60 (sixty) days after the last day of every calendar period during the Term commencing on the Date of Beneficial Occupancy. The IRR Rent shall be calculated using the XIRR function of Microsoft Excel (or its functional equivalent) as shown in Exhibit 3.02. To the extent any IRR Rent becomes payable, the Lessee shall pay to Lessor such IRR Rent regardless of whether a distribution has actually been made to any of the equity holders of the Lessee. In the event any annual calculation of Net Distribution Revenues provides an equity holder of the Lessee with a sum below the IRR Rent Threshold, no IRR Rent shall be payable and there shall be no clawback of any previously paid IRR Rent to Lessor. For the avoidance of doubt, any remainder of Net Distribution Revenues after payment of IRR Rent shall be payable to Lessee's equity holders. For purposes of determining IRR Rent, Net Distribution Revenues and the IRR Rent Threshold shall be calculated on a calendar year basis and the Net Distribution Revenues and IRR Rent calculations shall be certified, no later than 90 (ninety) calendar days following the end of the calendar year referenced above, by (1) an authorized officer of the Lessee in a certificate to be provided to Lessor, and (2) a certified audit by an independent Certified Public Accounting firm approved in advance by the County (which approval shall not be unreasonably withheld, delayed, or conditioned), confirming the accuracy of the IRR Rent and Net Distribution Revenues calculations. Such amounts shall additionally be certified (with adjustments as necessary) on an annual basis by such independent Certified Public Accounting firm promptly following issuance of the Lessee's audited financial statements.

3.03 Security Deposit:

On or prior to the Commencement Date, the Lessee shall pay to the Lessor an amount equal to two (2) times the required total monthly Land Rent, as of the date thereof, as determined pursuant to Section 3.01 (Annual Rent) above, as security for the payment of the Lessee's obligations hereunder. Said deposit shall be in addition to any payments of Land Rent pursuant to Section 3.01(A), and the Lessor shall be entitled to apply such payment to any debt of the Lessee to the Lessor that may then exist, as permitted by law, including but not limited to the rentals, fees, and charges imposed by the County hereunder or otherwise. In lieu of the security deposit being made in cash, the Lessor, in its sole discretion, may authorize the Lessee to provide an irrevocable letter of credit, in a form approved by the Lessor, in like amount. The amount of the security deposit is subject to adjustment by the Lessor at any time there is a change in the Land Rent pursuant to the terms of this Agreement; provided further, that the Lessor shall have the right to

demand an increase in the security deposit requirement of up to an additional four months of Land Rent to provide the Lessor with adequate assurance of the Lessee's payment of its obligations, which assurance is required because of the Lessee's defaults in the timely payment of rents, fees and charges due hereunder, or because the Lessor has reasonable basis to believe, based on published reports, that the Lessee's future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy. Provided that Lessee is current on all monetary obligations, including reporting and audit requirements, and has complied with Article 13.05 (Actions at Termination) as applicable, Lessor shall return the security deposit to Lessee within 90 (ninety) days after it has satisfied its obligations under Article 13.05 as applicable.

3.04 Rental Rate Review:

(A) Annually as of October 1 of each year during the Term of this Agreement, or such other date as may be established by the BCC, the Land Rent applicable to the Premises shall be subject to adjustment in accordance with the adjustment of rental rates for the entire Airport based upon appraisals by an MIA appraiser and approved by the BCC in the Annual Published Rates and Charges (Implementing Order 4-125) and budget for the Miami-Dade Aviation Department, as may be amended by the BCC from time to time.

(B) When such rental rate adjustments are established by the BCC or as directed by the Director pursuant to Implementing Order 4-125 or any other authority or made for annual adjustments and new or revised rental rates applicable in whole or in part to the Premises are established, this Agreement shall be deemed to have been administratively amended to incorporate the revised rental rates effective as of such effective date. Such revised rental rates and the resulting revised Land Rent shall be reflected herein by means of a letter between the Department and the Lessee to be attached hereto. Payments for any retroactive rental adjustments shall be due upon billing to the Lessee by the Department and payable by the Lessee within thirty calendar days of same. Notwithstanding anything to the contrary provided herein, the adjustment of rental rates for the Premises and the resulting Land Rent shall be based on a non-discriminatory application of the rental rates for the entire Airport as adjusted by the BCC.

3.05 Double Rental:

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

3.06 Methods of Payment:

The Lessee shall pay, by any of the four methods described in this article, all rentals, fees and charges required by this Agreement:

By mail:

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

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

Miami-Dade County Aviation Department
4200 N.W. 36 Street
Miami, Florida 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 (effective 11/18/06)
Account Name: Miami-Dade Aviation Department
Bank Account Number:

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, FL
ABA Number: 063100277
Account Number: Miami-Dade Aviation Department
Bank Account Number:

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

3.07 Late Payment Charge:

In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, within ten (10) days after same shall become due, interest at the rates established from time to time by the BCC (currently set at 1.5% per month), shall accrue against the delinquent payment(s) from the original due date until the Lessor actually receives payment. The right of the Lessor to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the Lessor to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

3.08 Dishonored Check or Draft:

In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Agreement, the Lessee shall incur and pay a service fee of (a) $25.00 (twenty-five dollars), if the face value of the dishonored check or draft is $50.00 (fifty dollars) or less, (b) $30.00 (thirty dollars), if the face value of the dishonored check or draft is more than $50.00 (fifty dollars) and less than $300.00 (three hundred dollars), or (c) $40.00 (forty dollars), if the face value of the dishonored check or draft is $300.00 (three hundred dollars) or more, or five percent (5%) 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.

3.09 Utilities:

The Lessee shall pay, or cause third parties to pay, for all usage charges imposed by utilities with respect to the operations at the Premises or otherwise imposed on Lessee as a matter of law. The Lessor shall have no obligation to provide utilities to the Premises, except to maintain any utilities on Airport property currently providing service to the Premises, to the extent such utilities continue to be utilized to provide service to the Premises. Notwithstanding, Lessor may abandon or demolish such utilities if Lessor provides alternate utility service to Premises. In no event shall Lessor have any obligation with respect to utilities inside the boundaries of the Premises.

3.10 Other Fees and Charges:

(A) Lessee acknowledges that the BCC has or may establish or direct the establishment, from time to time, of various non-discriminatory fees and charges for the use of various facilities, equipment and services provided by the County and not leased to or specifically provided to the Lessee hereunder, and procedures relating to the payment of same. The Lessee shall pay, upon billing, for its use of such facilities, equipment and services those fees and charges, which are billed monthly. For other non-discriminatory fees and charges which are based on usage, the Lessee shall, in writing, report its uses of applicable facilities, equipment and services and simultaneously pay the applicable fees and charges at such frequency and in such manner as may be prescribed by the Department. Notwithstanding the absence of any identification in this Agreement of charges to be paid by Lessee for its use of the Premises and the Airport, Lessee agrees to pay any lawful charges that are imposed by the County on a non-discriminatory basis on all lessees, sublessees, and users of the Airport.

(B) Lessee shall be solely responsible for payment of all fees and charges applicable to its development and use of the Premises, including, but not necessarily limited to, all concurrency fees, impact fees, permit fees, offsite improvements made necessary or desirable by Lessee's development activities or Improvements unless otherwise agreed hereunder, security fees, or charges imposed by or made necessary by federal, state, or local security requirements, as they may be imposed or amended from time to time; provided, however, that the foregoing shall not limit the ability of the Lessee and any other applicable Person or entity to receive a credit or reimbursement from the County or other applicable Governmental Authority, as may be permitted pursuant to applicable Law,

related to the foregoing fees and charges. Nothing in this Lease shall require the County to apply (or participate therein) for any such credit or reimbursement, or limit or constrain in any manner the discretion of the County to accept or reject any such request for a credit or reimbursement otherwise provided at law, and Lessee acknowledges that the acceptance or rejection of such request shall not create any liability of any kind on the part of Lessor pursuant this Lease.

3.11 Records and Reports:

The Lessee shall keep in Miami-Dade County, during the Term of this Agreement, all books of account, records and reports used in its operation necessary to report and calculate the Participatory Rent and IRR Rent payable hereunder and as may, from time to time, be required by MDAD to document its activities pursuant to this Agreement. 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). Reasonable 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 calculation of the charges payable by Lessee to Lessor 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 Reporting of Operations and Collection of Fees:

(A) In the event County establishes any fees or charges applicable to the operation of Lessee at the Airport, Lessee agrees to:

(1) Collect, on behalf of County, all applicable fees and charges (a schedule of the fees and charges shall be provided to Lessee by County, whenever new fees or charges are established or existing fees and charges are revised); to record, in accordance with general industry practice, the receipt of such fees and charges and to remit the amount that was collected, or should have been collected, less any percent retainage as may be authorized and approved by County. The fees and charges set forth in this Article, if any, shall not be collected from United States government military aircraft, unless Lessee is otherwise advised in writing by County, or from the aircraft of commercial air transportation companies having agreements with County providing for direct payment to County of such fees and charges, as indicated on a listing or notice to be provided by County to Lessee from time to time.

(2) Provide an accurate accounting to County of the fees and charges collected under this Article, in a form and detail reasonably satisfactory to County, on or before the twentieth (20^{th}) day of the month following the month in which the fees and charges were

collected or accrued, which accounting shall be certified by an authorized officer of Lessee. Lessee shall pay to County the total amount due to County with the accounting, without demand, deduction or setoff.

(B) Any fees or charges established by County applicable to Lessee's operations at the Airport shall be reasonable and applied in a nondiscriminatory manner to all similarly situated users and shall be commensurate with fees and charges imposed by comparable airports in the United States providing similar services as Lessee. Notwithstanding the foregoing, Lessee acknowledges and agrees that, in the event County incurs additional costs as a result of Lessee's operations at the Airport to provide services to Lessee or comply with regulatory requirements applicable to Lessee's operations, County may establish reasonable fees and charges for the purpose of recovering the costs incurred by County as a result Lessee's operations. County agrees to provide Lessee with no less than sixty (60) days prior written notice of any new fees or charges.

3.13 [Intentionally Deleted.]

3.14 Audit by County:

County or its representative(s) may perform audits of Lessee's collection and payment of fees and charges collected on behalf of, and payable to, the County hereunder. In order to facilitate the audit performed by County, Lessee agrees to make suitable arrangements with the Certified Public Accountant who is responsible for preparing the Annual Report on behalf of Lessee to make available to County's representative(s) any and all working papers relevant to the report prepared by the Certified Public Accountant. County or its representative(s) shall make available to Lessee a copy of the audit prepared by or on behalf of County. Lessee shall have sixty (60) days from receipt of the audit report from County or its representative(s) to provide a written response to County regarding the audit report. Lessee agrees that failure of Lessee to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

ARTICLE 4
Improvements to Premises

4.01 Improvements Overview.

The improvements to be made on the Premises and off Premises under this Agreement consist of three main categories: (A) the Improvements, (B) the Common Use Offsite Improvements, and (C) the MDAD Improvements. The various improvements, along with their components and the Party financially responsibility for each, are listed below.

4.02 MDAD Improvements.

(A) The MDAD Improvements, and the responsibilities for the funding and design and construction thereof, include the following:

(i) Remediate/Demolish Building 703 – the County shall fund and perform the design and demolition.

(ii) Ramp Romeo and Ramp Romeo Fuel Hydrant System (provided that the cost of the construction (and any associated demolition) of the fuel hydrant system shall be reimbursed by Lessee).

(a) Design Work – Lessee shall perform and pay for the design work (to include providing biddable construction plans, each party's cost estimates, and construction schedules to the County) to the County's specifications and subject to the County's approval no later than August 1, 2025. County shall identify its required configuration for Ramp Romeo as soon as possible, but no later than 10 (ten) months prior to the deadline to have the biddable plans submitted to MDAD pursuant to the previous sentence. In the event the County fails to identify its required configuration by such deadline, such failure shall be deemed an Excusable Delay." The County shall reimburse Lessee's actual design costs; and

(b) Construction/Demolition Work – The Parties acknowledge that the Lessor intends to apply for FAA grant funding for the construction of Ramp Romeo and that, for any given project, the FAA usually caps such funding at 75% of the total eligible project costs. Lessee understands that, in order for the County to receive FAA funding for the construction of Ramp Romeo, Lessee must provide biddable construction plans, cost estimates, and construction schedules to the County no later than August 1, 2025. The Parties agree that if and to the extent the County receives FAA funding sufficient to cover at least 75% of its demolition (subject to the last sentence of this paragraph (b)) and construction costs of Ramp Romeo, the Lessor shall be responsible to fund (which may include any other available public funding) the balance of the total amount of such costs (with respect to demolition costs, subject to the last sentence of this paragraph (b)). If for any reason the County does not receive FAA funding sufficient to cover at least 75% of such improvement costs, and the Parties cannot agree on funding for the work on or before the last day of the Due Diligence Phase, either Party may terminate this Agreement (which such termination shall not entitle any Party to any compensation, other than any express payment or reimbursement obligations under this Agreement) by providing written notice thereof to the other Party on or before the last day of the Due Diligence Phase in a manner that is reasonable under the circumstances. In the event that the Parties shall have not yet received a funding decision from the FAA by the end of the Due Diligence Phase, the Parties may mutually agree to extend the deadline to terminate the Agreement under this section for a reasonable time. Lessee shall be responsible for funding any portion of the demolition work of Ramp Romeo that falls within Lessee's funding responsibilities under Section 4.03 as necessary to allow for

the construction of Ramp Romeo and the Ramp Romeo Fuel Hydrant System.

(iii) Ramp Sierra.

(a) Design Work – Lessee shall perform and pay for the design work (to include providing biddable construction plans, cost estimates, and construction schedules to the County) to the County's specifications and subject to the County's approval no later than August 1, 2025. County shall identify the required configuration for Ramp Sierra as soon as possible, but no later 10 (ten) months prior to the deadline to have the biddable plans submitted to MDAD pursuant to the previous sentence. In the event the County fails to identify its required configuration by such deadline, such failure shall be deemed an Excusable Delay." The County shall reimburse Lessee's actual design costs; and

(b) Construction/Demolition Work – The Parties acknowledge that the Lessor intends to apply for FAA grant funding for the demolition and construction of Ramp Sierra and that, for any given project, the FAA usually caps such funding at 75% of the total eligible project costs. Lessee understands that, in order for the County to receive FAA funding for the demolition and construction of Ramp Sierra, Lessee must provide biddable construction plans, cost estimates, and construction schedules to the County no later than August 1, 2025. The Parties agree that if and to the extent the County receives FAA funding sufficient to cover at least 75% of its demolition (subject to the last sentence of this paragraph (b)) and construction costs of Ramp Sierra, the Lessor shall be responsible to fund (which may include any other available public funding) the balance of the total amount of such costs (subject to the last sentence of this paragraph (b)). If for any reason the County does not receive FAA funding sufficient to cover at least 75% of such costs, and the Parties cannot agree on funding for the work on or before the last day of the Due Diligence Phase, either Party may terminate this Agreement (which such termination shall not entitle any Party to compensation, other than any express payment or reimbursement obligations under this Agreement) by providing written notice thereof to the other Party on or before the last day of the Due Diligence Phase in a manner that is reasonable under the circumstances. In the event that the Parties shall have not yet received a funding decision from the FAA by the end of the Due Diligence Phase, the Parties may mutually agree to extend the deadline to terminate the Agreement under this section for a reasonable time. The Lessee shall be responsible for funding any portion of the demolition work of Ramp Sierra that falls within Lessee's funding responsibilities under Section 4.03 as necessary to allow for the construction of Ramp Sierra.

4.03 The Improvements and Common Use Offsite Improvements:

(A) As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of this Article, the Lessee shall, design, construct and finance, among other things, the Improvements and Common Use Offsite Improvements, including the Facility and other infrastructure necessary to support the Facility's operations as shall be approved by the Lessor (as hereinafter provided) and as shall be necessary to make the Premises suitable for Lessee's use and occupancy for the purposes and uses described in Article 2 (Use of Premises) hereof, in accordance with applicable FAA, Florida law, and Aviation Departmental requirements, and all building, fire and environmental codes and the Americans with Disabilities Act (ADA). All work, including all work that Lessee is required to perform in connection with the MDAD Improvements, shall be in compliance with the terms and conditions hereof and MDAD Design Guidelines, as same may be amended from time to time. Lessee shall use its reasonable efforts to mitigate vehicular traffic congestion resulting from construction and operation of the Facility to the greatest extent possible. Lessee shall be required to provide to MDAD traffic projections from the use of the Facility before being permitted to commence construction of the Facility and Improvements, and shall be solely responsible for all such traffic mitigation with respect to the Facility as may be required by any Governmental Authority having competent jurisdiction. All utilities for all Improvements shall be separately metered.

(B) The Improvements shall include:

(1) The Facility;

(2) Employee Parking Garage of the Facility, to include replacement parking for 716A (presently 151 spaces inclusive of disability spaces);

(3) Facility's GSE Pavement (abutting Ramp Sierra), including work necessary to mitigate impact to operation and tenants of Building 714;

(4) Demolition of Termite Doctor temporary fumigation facility, and construction of a new replacement facility on a new remote area to be mutually determined by the Parties;

(5) Demolition of StratAir trailer staging area, and relocation of StratAir parking to newly constructed common truck staging area west of Building 704;

(6) Demolition of DHL Aero Express equipment storage area, and relocation of DHL Aero Express storage area to a new area to be mutually determined by the Parties;

(7) Demolition and replacement lot for Building 711 parking lot with at least 144 spaces, inclusive a safe means of pedestrian passage from parking lot (pedestrian bridge, tunnel, or similar means of access that the County may, in its discretion, agree to). Such pedestrian access shall include elevators/escalators as applicable or required by Building Code or other authority having jurisdiction;

(8) Demolition and removal of the existing vehicular ramp to Building 702 rooftop parking area, including any work that the Building department mandates as a necessary to make such demolition and removal work in compliance with code requirements; provided that such Improvement will include demolition and removal of the ramp foundations and other site demolition as required (including curbs, sidewalks, lighting, fencing, and potentially portions of NW 22nd Street) in order to accommodate the construction of Ramp Romeo by the County;

(9) Construction (and any necessary demolition) of employee and GSE parking lot within the footprint of reconfigured 704 parcel for Aviation Main Services;

(10) Demolition of American Airlines' employee parking lot and construction of a new replacement parking lot and new access drive for American Airlines employes to an area west of Building 704, including any construction of a new entryway on the west side of Building 704 necessary to allow employees and other users at the Airport to safely access Building 704 directly from the replacement parking lot; provided that such demolition will include parking lot lights, roadways, fencing, drainage and other site demolition as required to accommodate the construction of Ramp Romeo;

(11) Construction/Relocation of American Airlines GSE staging yard to a new location east of Building 704;

(12) Construction of ingress/egress for employees of American Airlines from the new employee parking lot to American Airlines' leasehold;

(13) Construction of ingress/egress for employees of Aviation Main Services from the new employee parking lot to Aviation Main Services' leasehold; and

(14) Any other Improvement work reasonably necessary to accomplish the objectives of the Project, including (i) for any work performed by Lessee on any area on which an MDAD Improvement will be developed, the requirement to demolish and re-build the area as necessary to interface with the ultimate future build-out use or plan; and (ii) for any work performed by Lessee on any other area, the restoration of such area to its pre-existing condition.

(C) The "**Common Use Offsite Improvements**" mean the following improvements:

(1) Interior RSR (Restricted Service Road) connecting Ramp Romeo to Ramp Sierra and connecting the Facility to airside access;

(2) Demolition (to include the removal of existing pavements, lighting, drainage, curbs, fueling islands, fencing, pumping equipment, fire protection equipment, and other support buildings and foundations, and any other demolition as necessary to allow for the construction of Ramp Romeo) and reconstruction of West Cargo Fuel Loading Depot/Rack, and fuel truck parking and containment area at a mutually agreed area;

(3) NW 22 St Bridge;

(4) Elevated Entry to Facility;

(5) Roadway relocations/modifications to include: NW 62nd Avenue, NW 63rd Avenue to Buildings 711/712, NW 22nd Street modifications to maintain access/egress into the Inner Triangle;

(6) Common-Use Truck Staging Area;

(7) Ensuring that all normal airport operations, including but not limited to, fueling, taxiways, taxiing, GSE movement, airside ingress and egress, and any other function of the airport, shall be maintained uninterrupted; and

(8) Demolition of a portion of the existing common employee parking area (163 spaces) and truck queue (6 spaces), and relocation of parking to the new employee parking garage of the Facility and the truck queue to the new Common Truck Staging Area west of Building 704;

(9) Mitigation of temporary impacts to roadway access in the West Cargo Area caused by construction of the new NW 63rd Ave roadway and new NW 18th/22nd and 62nd Street intersection redevelopment;

(10) Mitigation of temporary impacts to roadway access in the eastern cargo "U" area caused by construction of the new NW 63rd Ave roadway; and

(11) Any other Common Use Offsite Improvement work reasonably necessary to accomplish the objectives of the Project, including (i) for any work performed by Lessee on any area on which an MDAD Improvement will be developed, demolish and re-build the area as necessary to interface with the ultimate future build-out use or plan; and (ii) for any work performed by Lessee on any other area, the restoration of such area to its pre-existing condition.

(D) Unless specified otherwise below, the Lessee shall bear and be solely responsible for all costs arising out of the design and development of the Improvements and the Common Use Offsite Improvements, including, but not limited to, the following:

(1) Costs of relocation of users and functions of facilities on the Premises; provided that the obligation of the Lessee related to such relocation, including the payment of costs related thereto, will not exceed the County's obligation (if any) relating to relocation of tenants, users, or customers, as applicable, under the underlying lease agreements;

(2) Site preparation and Remediation for the construction of the Facility;

(3) Land use approvals development fees, concurrency fees, and permit fees for the design, construction, and subsequent use of the Improvements and Common Use Offsite Improvements;

(4) Financing, design, and construction of the Improvements and Common Use Offsite Improvements, including but not limited to utilities, roads, parking lots, landscaping;

(5) Any traffic studies that may be required by applicable Law prior to construction of the Improvements and the Common Use Offsite Improvements, excluding, for the avoidance of doubt, the MDAD Improvements;

(6) 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 construct Common Use Offsite Improvements and to make the Premises suitable for the use of the Improvements, excluding, for the avoidance of doubt, the MDAD Improvements;

(7) Construction audits (as may be required elsewhere herein);

(8) Consultants, accountants, financing charges, legal fees, furnishings, equipment, and other personal property of the Lessee;

(9) All other direct or indirect costs associated with the approvals, design, construction, and financing of the Improvements; and

(10) Operation and maintenance of the Facility.

Lessee acknowledges that the Lessor shall have no maintenance responsibility for any of the Improvements to be constructed by Lessee that are not otherwise dedicated or transferred to the County or for the common use by County's tenants and users of the Airport.

(E) All Improvements constructed or placed on the Premises, including, but not limited to, drainage and landscaping, shall be of first-class design and construction; comply with any and all applicable Laws; follow standard construction methods; not interfere with Airport operations or other Airport tenants, and be constructed in accordance with applicable requirements of this Article. After completion of construction thereof, Lessee shall have the right to make such additions, alterations and improvements to the Premises as Lessee may deem necessary for its operations hereunder, subject to the Department's prior written consent (which consent shall not be unreasonably withheld, conditioned, delayed or denied). The rights granted in this Section shall not allow Lessee to utilize the Premises for purposes other than expressly authorized herein. The Lessor is expressly authorized to reasonably withhold consent to any additional construction to accommodate material changes in Lessee's operations, or which impact Airport's operations or other Airport's tenants.

(F) Lessee acknowledges and agrees that there are various improvements currently located on the Premises, including, but not limited to, temporary buildings and vehicular pavement, and to the extent Lessee determines it is necessary for construction of the Facility, Lessee shall be responsible for the removal of any such improvements at Lessee's sole cost and expense and will have no obligation to restore any of these improvements upon termination of this Lease. To the extent utilities are present in the Premises which serve entities other than Lessee, including but not limited to electrical lines, water lines, sewer lines, storm water drainage, fiber optic cabling, or any

navigational aid or airport safety equipment, Lessee may remove or alter such utility but only if Lessee, at its sole cost and expense, can ensure that utility service to such other entities remains uninterrupted by Lessee's construction or operations.

(G) County, through MDAD, solely in its capacity as operator of the Airport, agrees to cooperate with Lessee to facilitate any necessary off-site improvements (including any Common Use Offsite Improvements) or work for infrastructure necessary to support the Facility, including, without limitation, granting Lessee any temporary construction easements or licenses required for Lessee to complete the Improvements or work outside of the Premises on the Airport within areas under the control of County; provided, however, Lessee shall use reasonable efforts to minimize impacts on Airport's operations, and shall use best efforts to ensure that no hazards to air traffic are created. Furthermore, unless otherwise expressly agreed hereunder, any off-site improvements or infrastructure shall not change the use, or utility, of the area where such improvements or infrastructure will be located. Nothing in this paragraph shall be construed as requiring County to provide a temporary construction easement or license for off-site storage of materials or equipment.

(H) County, through MDAD, solely in its capacity as operator of the Airport, shall cooperate with Lessee in the pursuit of the necessary governmental approvals by executing applications and other instruments, promptly upon the request of the Lessee, necessary to obtain the required approvals for the development of the Improvements and the Common Use Offsite Improvements when the property owner is required to execute such applications or instruments, which may be signed on behalf of County by the Director or the Director's designee (provided, however, that the foregoing obligation shall not require the County to cooperate with any applications or instruments where such cooperation jeopardizes existing airway safety and/or federal grants or otherwise impacts airport operations or finances.). Lessee acknowledges that County shall be acting solely in its capacity as the operator of the Airport in executing such applications or instruments and that nothing in this Section shall be construed as obligating or requiring County to take any specific action on such applications or instruments when acting in its governmental or regulatory capacity.

(I) Any and all costs incurred in the pursuit of the approvals required for the construction of Improvements or Common Use Offsite Improvements shall be borne solely by Lessee. If County, acting in its capacity as operator of the Airport through MDAD, anticipates incurring third-party costs in obtaining any approvals related to the development of the Facility on the Premises, including, but not limited to, the application for a FAA categorical exclusion or the preparation of an environmental assessment, if required, under NEPA, County shall submit to Lessee for its approval, not to be unreasonably withheld, conditioned, or delayed, a proposed budget and scope of work for such third-party justified and reasonable costs. In the event Lessee does not approve the proposed budget and scope of work, in all or in part, Lessee acknowledges and agrees that County shall have no obligation to pay for any unapproved budget items or pursue any items within the scope of work that have not been approved by Lessee. Following Lessee's approval of such budget, Lessee shall reimburse County for actual, reasonable out-of-pocket third-party costs up to the amount of the approved budget, within thirty (30) days of the date of County's written request for reimbursement, which shall include copies of original invoices and such other supporting documentation as Lessee shall reasonably request.

(J) If the Lessee or Lessor, as the case may be, at any time determines that any milestone in the Project Construction Schedule is expected to occur after the applicable milestone completion date, the Lessee or Lessor, as applicable, shall submit to the other Party an "Alternative Solutions" report that includes a recovery schedule. Such recovery schedule shall be subject to each Party's approval and shall set forth a reasonably detailed description of the steps which the Lessee or Lessor, as applicable, intends to take to achieve the affected milestone by the applicable completion date or an alternative date or dates. Upon approval by each Party of such recovery schedule, Lessee or Lessor, as applicable, shall diligently implement each approved recovery schedule and provide to the other Party monthly updates thereto. Nothing in this Section shall relieve Lessee from its obligation to satisfy development milestones.

(K) Lessee and Lessor shall work in a diligent and expeditious manner to actively seek to prevent, avoid, and mitigate potential negative impacts to the Project Construction Schedule and increased costs of construction for the various improvements on the Premises and off Premises pursuant to this Agreement, as well as such impacts on the increased costs of operations and maintenance work of the Facility. The efforts of Lessor and Lessee under this Lease to prevent potential adverse impacts to the Project Construction Schedule and costs shall include, as appropriate, providing prompt updates to one another regarding possible changes to construction progress, seeking acceptable work-arounds to construction activities, identifying new or improved areas of coordination involving construction activities, and considering in good faith any proposed changes to the Improvements, the Common Use Offsite Improvements, MDAD Improvements, and Project Construction Schedule, as the case may be. Each of the Parties shall provide prior written notice to the other Party as promptly as reasonably possible after becoming aware that an event or a condition has occurred or is likely to occur that could reasonably be expected to have such impacts, including any such event or condition that could reasonably be expected to become an Excusable Delay event.

4.04 Design of Improvements and Common Use Offsite Improvements:

(A) (1) During the Due Diligence Phase (as it may be extended pursuant to this Agreement), and in any event prior to the commencement of any construction of an Improvement or a Common Use Offsite Improvement, Lessee shall deliver to Lessor the Plans and Specifications. Within seven (7) days thereafter, Lessor and Lessee shall hold a pre-design meeting to be coordinated through the Project Manager with the participation from all parties deemed by Lessor to be necessary for such meeting, for discussions regarding the Plans and Specifications and any other related item(s). The Parties shall have 30 (thirty) days to agree upon the Final Plans and Specifications that shall be submitted by Lessee to the Department pursuant to this Section 4.04. In the event the Parties are unable to agree on the Final Plans and Specifications pursuant to the process set forth in this Section 4.04 prior to the end of the Due Diligence Phase (as it may be extended pursuant to this Agreement), either Party may terminate this Agreement upon delivery of written notice to the other Party. Termination of this Agreement pursuant to this Section 4.04(A) shall not entitle any Party to any compensation, other than any express payment or reimbursement obligations under this Agreement.

(i) Lessee's design shall be approved by the FAA prior to Commencement of Construction. Lessee acknowledges its obligation to assure that FAA approval is obtained for any improvements that requires such approval, even though MDAD must be involved

in such process, and that such FAA approval is communicated to Lessee in writing prior to the Commencement of Construction.

(ii) The Lessee and its architect/engineer shall have the responsibility to ensure that the Plans and Specifications, inclusive of construction methods, shall be in accordance with all applicable Laws and other requirements of County, State and/or Federal authorities having jurisdiction over the construction of the Improvements and the Common Use Offsite Improvements by Law or by contract with the County, including all then current requirements of the County as they relate to the construction of the Improvements and the Common Use Offsite Improvements, non-reimbursable projects (TAC-N projects). The Lessor shall make available, upon request by Lessee, as-built drawings and information relevant to the Plans and Specifications. Lessor does not warrant or guarantee that accurate as-built information exists, and makes no representations as to existing conditions on the Premises.

(iii) Lessee acknowledges that before the County's Building Department may issue any permit for an Improvement or a Common Use Offsite Improvements on County-owned property, the Department must issue a "Letter of Concurrence" (which may not be unreasonably delayed, withheld, or denied) that constitutes the Lessor's authority for the Lessee to apply for and obtain the building permit. The Department shall not be required to issue the Letter of Concurrence until such time as Lessee has complied with all obligations in this Agreement as to the design and construction of the Improvements or the Common Use Offsite Improvements, including compliance with the TAC-N Requirements, submission of approved Plans and Specifications, approval of the FAA, and compliance with the regulatory provisions of the County's other departments having jurisdiction over the construction, such as, but not limited to, the Miami-Dade County Fire Department and the Department of Environmental Resources Management.

(B) Additionally, as described in subsection (1) below, the Lessee shall submit to the Facilities Division of the Department the Plans and Specifications for each Improvement and each Common Use Offsite Improvement for the Department's review, comments, and approval, at the percentage of completion as directed by the Department. In no event shall the Department's review, comments, or approval hereunder be unreasonably withheld, conditioned, or delayed. If Lessee submits the Plans and Specifications at the stipulated percentage of completion, the Department's failure to submit any comments within thirty (30) days from the date the Plans and Specifications are submitted by the Lessee to the Department shall be deemed as a consent by MDAD for Lessee to apply for permits from the appropriate County Departments; provided, however, that if the Department has requested changes on such Plans and Specifications within such thirty (30) day period, Lessee shall not go forward with applications for permits with respect to such Improvement or Common Use Offsite Improvement until Lessee has incorporated such comments in its Plans and Specifications and resubmitted them to the Department for approval. MDAD shall then have 30 (thirty) days to review the resubmitted Plans and Specifications and approve or offer additional comments; provided, further, that if Lessee makes a reasonable determination that such comments exceed the scope of review or Lessee requests reconsideration of any of the Department's comments, such resubmission shall include documentation supporting the Lessee's position. The Department shall review the request for reconsideration and shall either approve or disapprove the request or alter its initial comments in light of the reconsideration, which

shall be made within 30 days of submission. The determination of the Department at this time shall be final and binding upon the Lessee and accordingly shall be incorporated in the revised Plan and Specifications for final resubmittal. After the Department approves the Plans and Specifications as submitted by the Lessee pursuant to this Section 4.04 (such approved Plans and Specifications, the "**Final Plans and Specifications**"), the Lessee may not make material changes in the Final Plans and Specification or their scope without the Department's further review and approval, which shall not be unreasonably withheld, conditioned, or delayed. The Department's review for Lessee's design and compliance with all applicable codes and regulations does not constitute certification or warranty by the Department (a) as to the quality of the Plans and Specifications prepared by the Lessee's architect/engineer(s), (b) that the Plans and Specifications are free of design errors or omissions, or (c) that they are in compliance with applicable Laws relating to the construction of the Improvements and Common Use Offsite Improvements.

(1) Unless Lessor requires submission at other percentages of their completion, the Lessee shall submit to the Department, 100% complete Plans and Specifications to include the following: (i) an electronic file (in such format determined by Lessor) containing 100% complete Plans and Specifications or ten (10) sets of such Plans and Specifications; (ii) the Project Construction Schedule without dates for the design, procurement, and construction; and (iii) a cost estimates for the Improvements and the Common Use Offsite Improvements, prepared by an architect/engineer registered in the State of Florida. The Department may from time-to-time reasonably request that other documents be submitted by Lessee as part of the Plans and Specifications for a particular Improvement or Common Use Offsite Improvement, and Lessee shall comply with such request. Lessee acknowledges that failure to comply with Lessee's obligations to submit complete Plans and Specifications may delay the Department's review of the Plans and Specifications, which may cause the Lessee to miss other design or construction deadlines contained herein or desired by Lessee. The Lessee shall continue to be held responsible for meeting the deadlines contained herein and shall be subject to the Department's remedies specified herein for not meeting said deadlines. The Department shall in no way be held responsible for delays resulting from the failure of the Lessee to meet all submittal requirements contained herein.

(2) Upon submission of the 100% complete Plans and Specifications to the Department for design review; the Department shall also review such Plans and Specifications for compliance with the following:

(a) the Airport Master Plan (AMP) (if any), Comprehensive Development Master Plan (CDMP) (if any), and Airport Layout Plan (ALP), and FAA rules and regulations. The Department's review of such matters shall not relieve Lessee from its obligation to comply with all such plans, rules and regulations, nor shall any approval by the Department estop or limit the County or any other authority having jurisdiction from enforcing such plans, rules, or regulations.

(b) Environmental Laws, utilities master plan, and stormwater master plan and permitting requirements. The Department's review of such

matters shall not relieve Lessee from its obligation to comply with all such plans, rules and regulations, nor shall any approval by the Department estop or limit the County or any other Governmental Authority having jurisdiction from enforcing such plans, rules, or regulations.

(C) If the Lessee delays the start of the construction by more than 90 (ninety) calendar days from the agreed upon Project Construction Schedule, any reviews theretofore provided by the Department will become null and void and will require Lessee's re-submission of the documents for Lessor's review, except in the event such delay results from an Excusable Delay.

(D) Lessor shall work in a diligent and expeditious manner to review and approve the Plans and Specifications for purposes of avoiding any potential negative impacts to the Project Construction Schedule.

4.05 Submission of Certain Documents and Fees:

(A) At least ten (10) days prior to Commencement of Construction of a particular Improvement or a Common Use Offsite Improvement, Lessee shall submit the following to the Project Manager:

(1) A copy of the building permit(s) and Notice of Commencement;

(2) All construction bonds including performance, payment, contract completion bonds or their substitute and insurance certificates required under Section 4.07 (Construction Bonds and Insurance Required), and Article 12 (Insurance).

(3) Proof of the pollution and remediation legal liability insurance required under Article 12; and;

(4) Consents from Lessee's general contractor and architect to the assignment of Lessee's rights under the Contractor Documents in order to effectuate the County's step-in rights set forth in Section 13.04.

(B) Unless the Lessor directs otherwise, Lessee shall submit the following documents to the Department's Finance Manager promptly after the end of the Due Diligence Phase:

(1) A check made payable to the Department in the amount that represents the lesser of (i) one percent (1%) of the budgeted construction hard costs of the relevant Improvement or Common Use Offsite Improvement or (ii) the estimated amount of fees of the Building Department of the County for reimbursement of Building Department fees together with a copy of the Contractor Documents applicable to such Improvement or Common Use Offsite Improvement. In the event the final amount of fees of the Building Department is higher or lower than the amount deposited by Lessee pursuant to this Section 4.05(b)(1), the difference shall be paid by Lessee to the Department if the resulting number is a positive amount or refunded to the Lessee by the Department if the resulting number

is negative, in each case within ten (10) Business Days after determination of final amount of such fees. Except as provided in the foregoing, such fee shall be non-refundable. In addition, if Lessee obtains a building permit and allows such permit to expire prior to completion of the Improvements, then Lessee shall be required to pay an additional amount equal to the fees for plans processing reviews required by Building Department staff to issue a new building permit. Such fee shall be non-refundable and shall be payable in addition to the estimated amount required pursuant to this Section 4.05(B)(1); and

(2) Copy of Lessee Audit pursuant to Section 4.11 (Final and Approved Improvement Costs).

(C) Lessee shall submit the following to the Department's Assistant Director of Business Retention and Development:

(1) Copy of Financing Documents pursuant to Section 11.04 (Conditions of Financing for Approved Improvements Costs).

(D) Lessee shall not be authorized to begin construction until the above-listed items have been submitted to the Department. If Lessee begins construction prior to submission of the documents and fees in the required form and amounts, satisfactory to the Department, as required pursuant to this Section 4.05, the Department shall be authorized to halt Lessee's construction activities without any liability until such time as Lessee satisfies this requirement. In such event, no extensions of time shall be granted by the Department to Lessee.

4.06 [Intentionally Omitted.]

4.07 [Intentionally Omitted.]

4.08 Certain Construction Contract Terms:

All contracts entered into by the Lessee for the construction of the Improvements shall require completion of the Improvements within a specified time period following the execution of said contract(s) and shall contain, unless otherwise authorized by the Department, reasonable provisions for the payment of actual or liquidated damages in the event Lessee's contractor fails to complete the construction on time. The Lessee agrees that it will use its reasonable efforts to take all necessary action available under such construction contract to enforce the timely completion of the work covered thereby. Further, as a standard construction practice, all such contracts shall contain provisions requiring the retention of 5% of contractor billings or such lesser percentage amount as may be approved by the Department. All contracts shall provide that the County is a third-party beneficiary thereof.

4.09 Construction Bonds and Insurance Required; Insurance Company Rating:

(A) All contracts for the construction of any Improvements or Common Use Offsite Improvements shall require that Lessee shall maintain, or cause to be maintained, the following construction bonding and insurance during the construction of the Improvements or Common Use Offsite Improvements:

(1) Separate performance and payment bonds, satisfactory to the County, in the full amount of the Improvements or the Common Use Offsite Improvements, to assure completion of contract work and payment of the costs thereof, free and clear of all claims, liens and encumbrances of contractors, subcontractors, laborers, mechanics, suppliers and material men. The required bonds shall be written by or through, and shall be countersigned by, a licensed Florida agent of the surety insurer in accordance with Florida Statutes.

(2) A contract completion bond from the Lessee to the County as security for the completion of and payment for the construction of the Improvements or the Common Use Offsite Improvements free and clear of all claims of any nature whatsoever in the full amount of the cost of the contracts for construction of the approved Improvements or Common Use Offsite Improvements. In lieu of a contract completion bond, the County may accept substitute documents that provide the Department with assurance that the Lessee will complete the Improvements or the Common Use Offsite Improvements. If Lessee obtains a performance and payment bond that names the Lessee and its general contractor as joint obliges, County will accept such bond in satisfaction of the requirement for a contract completion bond, provided such bond is in a form reasonably acceptable to the County.

(3) Completed Value Builders Risk and/or Installation Floater, issued in the name of the Lessee's contractor, the Lessee, and the County as their interest may appear, in amount(s) not less than 100% of the insurable value of the structural improvements, covering perils on "All Risks" basis including windstorm. Policy(s) must clearly indicate that underground structures (if applicable) and materials being installed are covered.

(4) Commercial General Liability Insurance as specified in Article 12 (Insurance) herein.

(5) Workers Compensation as required by Florida Statutes.

(6) Automobile Liability Insurance as specified in Article 12 (Insurance) herein

(7) Pollution and Remediation Legal Liability insurance in an amount not less than $2,000,000 covering third -party claims, Remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials at the Lessee's Premises.

(B) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "A-" as to financial strength and no less than Class "VII" as to financial size, in accordance with the A.M. Best Company Insurance Guide, or its equivalent as approved by the County's Risk Management Division.

(C) The Lessee shall furnish all required insurance certificates to the County for approval as may be required by the County's Risk Management Division. These certificates shall clearly indicate that the Lessee or its contractors have obtained insurance of the types, amounts and classifications required by these provisions. No material change or

cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the County's Risk Management Division.

4.10 Construction Completion Documents:

Within one-hundred eighty (180) days following the completion of construction of any Improvement for which a CO or TCO is 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 confirming that Lessee has 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 Lessee's architect that the Improvement has been completed in conformance with the approved Final Plans and Specification as well as all permits and applicable governmental requirements;

(E) One copy of an as-built survey of the area covered by the Improvement in electronic format; and

(F) Two (2) complete sets of as-built construction drawings or two (2) electronic (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.

4.11 Approved Improvements Costs:

For purposes of verifying Lessee's expenditure of the Minimum Investment, within ninety (90) days after completion after construction of all Improvements, the Lessee shall submit to the Finance Division of the Department, a certified audit of the Approved Improvements Costs prepared by an independent certified public accounting firm (the "**Auditor**") approved in advance by the Department, which approval shall not be unreasonably withheld, conditioned, or delayed. The audit report shall provide a detailed list of all Approved Improvements Costs. The Lessee shall be responsible for providing documentation of the Improvements, including all construction approval documents signed by an approved architect by the American Institute of Architects (AIA) and financial documents, whereby the Auditor can validate all Approved Improvements Costs and render an opinion in the audit report. The Department's failure to disapprove the audit submitted by Lessee as required in this Section 4.11 within one hundred and twenty (120) days from the date of submission, shall constitute an unconditional approval thereof. In the event of any disputes between the Department and the Lessee as to whether certain costs are to be included as Approved Improvements Costs, said dispute(s) shall be submitted to the consulting engineers under the Trust Agreement, as defined in Section 19.01 (Incorporation of Trust Agreement by Reference) hereof.

4.12 Temporary Structures:

Trailers or temporary structures used for construction purposes, but not for business purposes, shall be allowed on the 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 within 30 (thirty) days after DBO. Copies of the building permits shall be submitted to the Project Manager within ten (10) calendar days of issuance to Lessee.

4.13 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 and upon reasonable prior notice to inspect the construction for the purpose of ensuring conformity with the Final Plans and Specifications and any changes thereto requested by the Lessee 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 Final Plans and Specifications and Lessee's obligations hereunder.

4.14 Lessee Airport Construction Contracts:

From time to time, the Lessee and the County, shall be entitled to enter into separate Lessee Airport Construction, reimbursable (TAC-R) or non-reimbursable (TAC-N) contracts, for the purpose of enabling Lessee and Lessor, as the case may be, to construct facilities, Improvements, Common Use Offsite Improvements, or MDAD Improvements, as applicable, on the Premises or on the Airport deemed necessary or appropriate for Lessee's construction and use of its Improvements on the Premises. Such contracts shall comply with the Department's TAC-R or TAC-N contract requirements, as such requirements may be amended by the Department from time to time.

4.15 [Intentionally Deleted.]

4.16 Standards of Construction; Removal of Improvements at Termination:

(A) The Lessee may construct all Improvements to the standards established by the Lessor from time to time or shall be entitled to use modified standards for its design and construction of Improvements that are to remain in Lessee's name. For Improvements that remain in the Lessee's name, the County may require Lessee to provide a letter of credit or alternative form of financing security reasonably acceptable to Lessor to assure that the Improvements will be demolished or removed at the termination of this Agreement for any reason. Such letter of credit or financing security shall be periodically adjusted, not less than annually, so as to reflect the estimated cost, as of December 31 of the year immediately preceding the year in which the adjustment is made, of demolition or removal of all improvements on the Premises, whether such improvements are completed or not.

(B) Unless the Parties have otherwise agreed, title to all Improvements (except for any Facility Intellectual Property) made on or under the Premises by Lessee shall revert

to the Lessor at the end of the Agreement. At such time, Lessee shall also use its commercially reasonable efforts to allow the County to use, operate, and benefit from the Facility and Improvements as if they were the County's, including licensing or sub-licensing, as applicable, of any Facility Intellectual Property or other rights necessary for the County's maximum use and benefit of the Facility and Improvements in existence at the time of termination at no cost to Lessor. In the event that Lessor desires to obtain any Facility Intellectual Property, Lessee shall work in good faith with Lessor to license or sub-license such Facility Intellectual Property on terms that are no worse than the terms in place at the date of termination of this Agreement. Buildings currently titled to the Lessor on the Premises shall remain at all times in the name of the Lessor. No later than the start of the 26th anniversary of this Lease, Lessor shall itself or through its consultant engineers inspect all Improvements to determine the soundness of same. No later than 27 (twenty-seven) years from the date that a C.O. or T.C.O.is obtained, Lessor shall issue to the Lessee a report on the condition of each Improvement to be in effect upon the turnover of each Improvement at the end of the Term. To the extent Lessee or Lessor receives written notice from applicable Governmental Authorities no later than 180 (one hundred eighty) regarding any improvements that are necessary to satisfy any applicable building code recertification requirements or other code requirements days prior to the Expiration Date, such improvements shall be made by Lessee prior to such Expiration Date.

4.17 Compliance with Responsible Wages and Benefits:

(A) Lessee is aware of the policy of Miami-Dade County that all leases of County-owned land which provide for privately funded construction improvements thereon whose construction costs are greater than or equal to $5 million dollars, are subject to the requirements of Section 2-11.16 of the Miami-Dade County Code for Responsible Wages as well as Implementing Order No. 3-24. The Lessee shall comply with all applicable responsible wages provisions and include such requirements in all applicable construction contracts.

(B) Lessee also agrees that, once the Facility is operational, all compensation provided to workers at the Facility shall be no less than the amounts required under the then current County's Living Wage in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida.

4.18 Other Programs:

Lessee shall comply with applicable provisions as well as any implementing orders and other directives issued by the County relating to other programs, as applicable, which applicable programs currently include:

(A) Small Business Enterprise Architecture and Engineering Program (Section 2- 10.4.01 of the County Code);

(B) Small Business Enterprise Construction Services Program (Section 10-33.02 of the County Code);

(C) Small Business Enterprise Services Program (Section 2-8.1.1.1.1 of the County Code)

(D) Small Business Enterprise Goods Program (Section 2-8.1.1.1.2 of the County Code);

(E) Community Workforce Program (Section 2-1701 of the County Code); and

(F) Buy American Steel ordinance (CITE).

And which may include:

(G) Paid Sick Leave Requirement for County Service Contracts (Section 2-8.11 of the County Code);

(H) Airport Concession Disadvantaged Business Enterprise (ACDBE) (US Department of Transportation, 49 CFR Section 23); and

(I) Any other general, non-discriminatory program, provision, or ordinance of the County made applicable to the Lessee's activities hereunder during the term of the Lease, as such programs, ordinances, or code provisions may be amended from time to time.

4.19 Residents First Training and Employment Program:

Lessee shall comply with the requirements of Section 2-11.17 of the Code of Miami-Dade County and the provisions of Implement Order No. 3-61 of Lessor, as both may be amended from time to time.

4.20 Employ Miami-Dade Program:

Lessee shall comply with the requirements of Miami-Dade County Administrative Order No. 3-63, as same may be amended from time to time during the Term of this Agreement. Schedule II attached hereto represents the voluntary contractual minimum commitment that Lessee has agreed to provide local company participation for purposes of this Agreement, and sets forth the Lessee's plans for exceeding such minimum requirement.

The Lessee is hereby notified that the County will consider whether the Lessee made its best reasonable efforts to promote Employ Miami-Dade under this Agreement, as defined in such Administrative Order, as a part of the County's evaluation and responsibility review of the Lessee for new County awards.

4.21 Art in Public Places:

Art in Public Places ("AIPP") provisions of the Miami-Dade County Code and Administrative Orders, 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. The Lessee shall transmit 1.5% of the construction costs of the Facility to the

Miami-Dade Aviation Department to be deposited in the Aviation Art in Public Places Trust Account for the implementation of the AIPP program. The Lessee and the Department of Cultural Affairs will work collaboratively on the implementation of the AIPP 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

4.22 [Reserved].

4.23 Construction Practice, Safety and Security:

(A) Means and Methods: The Lessee shall perform the Work in accordance with this Agreement and shall have exclusive responsibility for all construction means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Improvements. The responsibility to provide the construction means, methods, techniques, sequences, and procedures referred to above shall include, but shall not be limited to, the obligation of the Lessee to provide the following construction requirements: temporary offices and construction trailers; required design certifications; required approvals; weather protection; clean-up and housekeeping of the Premises; construction trade management; temporary parking; vehicle traffic; safety and first aid facility and equipment; correction of or compensation for defective work or equipment; Contractors and subcontractors' insurance; storage areas; workshops and warehouses; temporary fire protection; security of the Premises; temporary utilities; potable water; sanitary services; Contractors, subcontractor and vendor qualification; receipt and unloading of delivered materials and equipment; erection rigging; temporary supports; and construction coordination.

(B) Safety and Security: The Lessee shall maintain safety and security at the Premises at all times in accordance with all local, State, and Federal workplace regulations. Without limiting the foregoing, the Lessee shall:

(1) Take all necessary precautions for the safety and security of the Improvements and provide all necessary protection to prevent damage, injury, or loss caused by trespass, negligence, vandalism, malicious mischief or any other course, for (a) workers at the Premises and all other persons who may be involved with deliveries or inspections; (b) visitors to the Premises; (c) passersby and adjacent properties; (d) materials and equipment under the care, custody or control of the Lessee, Contractors or subcontractors on the Premises; (e) other property constituting part of the Premises or the Project under construction; and (f) County property;

(2) Establish and enforce all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards;

(3) Implement a comprehensive safety program;

(4) Give all notices and comply with all applicable Law relating to the safety of persons or property or their protection from damage, injury or loss;

(5) Operate and maintain all equipment in a manner consistent with the manufacturer's safety requirements; and

(6) Provide for safe and orderly vehicular movements.

(C) Health and Safety Plan: The Lessee shall develop and implement a written site- specific health and safety plan (the "**Health and Safety Plan**") that includes management commitment to maintaining a safe workplace, employee participation, hazard evaluation and controls, employee training and periodic inspections which shall:

(1) Designate an appropriately certified safety professional with appropriate construction safety experience who is to develop and sign the Health and Safety Plan including all safety rules at the Premises;

(2) Designate a qualified safety professional stationed full-time at the Premises during on-site construction activities whose primary/only duty shall be the implementation of safety rules at the Premises, the prevention of fires and accidents, monitoring compliance with the Health and Safety Plan, and the coordination of such activities as shall be necessary with the County and all Governmental Authorities having jurisdiction; and

(3) Require the Contractors and all subcontractors to work and implement the Health and Safety Plan.

4.24 LEED Certification:

(A) The Lessee shall obtain LEED Silver Certification for the Facility. LEED Silver Certification means formal certification of the Facility as meeting the requirements for the Leadership in Energy and Environmental Design Green Building Rating System for New Construction, as developed and maintained by the U.S. Green Building Council ("**LEED**") "silver" rating for new construction under the LEED-NC Rating System.

(B) The Lessee shall comply with all requirements of the County's Sustainable Buildings Program, as set forth in Sections 9-71 through 9-75 of the County Code and Implementing Order 8-8.

ARTICLE 5
Maintenance and Repairs by Lessee

5.01 Cleaning:

The Lessee shall, at its sole cost and expense, perform or cause to be performed cleaning services which will at all times keep the Premises clean, neat, orderly, sanitary, and presentable.

5.02 Removal of Trash:

The Lessee shall, at its sole cost and expense, remove or cause to be removed from the Premises, all trash and refuse which might accumulate and arise from its use of the Premises and the business operations of the Lessee under this Agreement. Such trash and refuse shall be stored temporarily and disposed of in a manner approved by the Lessor.

5.03 Maintenance and Repairs:

Lessee shall be exclusively responsible for maintenance and repair of all Improvements on the Premises, as well as unpaved and landscaped areas within the Premises, whether or not a CO or TCO has been issued. Lessee shall repair and maintain in good condition the Premises and the Improvements thereto, except for those items for which the Lessor is responsible pursuant to Article 6 (Maintenance by Lessor). Such repair and maintenance by Lessee shall include, but not be limited to, fire suppression systems, interior walls, painting, overhead and personnel doors, hangar doors, windows, pavement, equipment, protection bumpers, furnishings, skylights, fixtures, appurtenances, air conditioning systems, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, and all damage caused by the Lessee and its employees, agents, independent contractors, patrons, servants trespassers and invitees. Maintenance and repairs shall be of quality and class equal to or better than the original work to preserve the Premises in good order and condition. Any injury or damage caused by the installation or removal of personal property of the Lessee shall be repaired so as to restore Improvements to their original state, except as such Improvements may have been altered by the Lessee with, if applicable, the approval of the Lessor pursuant to Section 8.01 (Alterations), and to quit and surrender up the Premises in the same good order and condition as it was at the completion of construction of any Improvement, except for reasonable wear and tear and damage caused by an act of God; provided however, that such return of the Premises and Improvements in the condition required under this Section 5.03 shall not relieve the Lessee of its obligations for damages to the Premises that may be specifically provided elsewhere in this Agreement.

5.04 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, without the prior written approval by the Lessor; provided, however, that the County's approval of the Final Plans and Specifications shall be deemed approval of the excavation necessary to complete construction of the Improvements set forth therein.

5.05 Water and Sewerage System:

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

No development may occur unless and until Lessee has connected to the sanitary sewer system.

5.06 Industrial Waste Facilities:

The Lessee shall be fully responsible for all industrial wastes exiting or resulting from Lessee's operations on the Premises and in response thereto shall provide, operate and maintain adequate facilities on the Premises for separating, neutralizing and treating industrial wastes and foreign materials and the proper disposal thereof, in accordance with applicable Laws.

5.07 Grassed Areas and Shrubbery:

The Lessee shall mow the grassed areas and trim the shrubbery within the Premises regularly so as to maintain the Premises in a neat, orderly, and attractive condition. Any land areas within the Premises not grassed or paved shall be stabilized by the Lessee and the Premises shall be so utilized that use of the same will not cause dust, debris, or waste to be blown about or raised so as to be ingested as FOD by aircraft engines or otherwise interfere with or disturb the use or enjoyment of others of their Premises. All landscaping maintenance required hereunder shall be performed in accordance with landscape maintenance standards, as published from time to time by the Lessor.

5.08 Inspections:

The Lessor and/or its designated representatives shall have the right, during normal working hours and with 24-hour prior written notice to the Lessee (unless such inspection is required as a result of a situation in which the Lessor reasonably deems that life or property are in immediate peril), to inspect the Premises to identify those items of maintenance, repair, replacement, modification, and refurbishment required of the Lessee to keep the Premises in good order and condition. The Lessee shall perform all corrective work necessary to comply with the requirements of this Agreement and identified in such inspection(s) within 30 days of receipt of written notice from the Department; provided, however, that, if such corrective work cannot be reasonably accomplished within a 30 day period, then the Lessee shall commence the corrective work within that 30 days' notice and diligently prosecute the same completion. Trash and debris problems shall be corrected within 24 hours following receipt of either oral or written notice from the Lessor. Failure of the Lessor to inspect as aforementioned shall not impose any liability on the Lessor.

5.09 Failure to Maintain:

If Lessee fails to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by this Article 5 (Maintenance and Repair by Lessee), the Department shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same (which shall be no less than the time period set forth in Section 5.08 with respective to corrective work after inspection). If the Lessee fails to correct such deficiencies within the time allowed, the Lessor may enter upon the Premises (after providing the Lessee with a notice of intent to perform repairs or cleanup three (3) days prior thereto) and perform all work, which, in the judgment of the Lessor, may be necessary and the Lessor shall add the cost of such work, plus 10% for administrative costs, to the Land Rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute additional rent under this Agreement. Subsequent to receipt of the further notice of intent

to perform repairs or cleanup from the Lessor, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Lessor.

5.10 [Reserved.]

ARTICLE 6
Maintenance by Lessor

6.01 Lessor Maintenance:

The Lessor shall maintain the existing water and stormwater drainage facilities that lie outside the boundaries of the Premises.

6.02 Lessor's Limited Obligation for Other Maintenance:

Other than as set forth in Section 6.01 and Section 6.03, Lessor shall have no obligation for maintenance or repair of any facility, building, improvement, or ground areas within the Premises. However, after Lessee's completion of the work identified by Section 4.03 (Submission of Certain Documents and Fees) and Lessor's acceptance of same, the improvements constructed under this Agreement shall become the property of the Lessor and Lessor shall maintain the aircraft ramps.

6.03 Maintenance of Airport Facilities:

Throughout the Term of this Agreement, the County shall maintain the Airport so that Lessee may make use of the Airport for the purposes stated in Article 2 (Use of Premises) and subject to Section 6.04 (County Maintenance Subject to Certain Conditions).

6.04 County Maintenance Subject to Certain Conditions:

Such maintenance by the County may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel, power, or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the County. Upon any such happening, the Lessee shall have no claim for damages for the County's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that the Department, in its sole discretion, may provide a rent abatement for that portion of the Premises rendered unusable for the period of time that the County is unable to make the repairs required by Article 6 (Maintenance by Lessor). The County shall exercise reasonable diligence to remedy and/or cure any such interruptions; to the extent such interruptions are within the County's control.

ARTICLE 7
Rules and Regulations

7.01 Regulations, Licenses and Permits:

The Lessee shall comply with all ordinances and requirements of (i) the County, including but not limited to Chapter 25 of the Code of Miami-Dade County, including administrative orders

or operational directives issued thereunder, and (ii) all additional laws, statutes, ordinances, regulations, requirements, and rules of the federal, state and County governments, and any and all plans and programs developed in compliance therewith, as all of the foregoing may be promulgated and amended from time to time, 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 Environmental Laws, local labor and wage requirements, regulations and permits.

7.02 Violations of Rules and Regulations:

The Lessee agrees to pay on behalf of the County any penalty, assessment, or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, that may be presented or initiated by any agency or officer of the federal, state or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees or invitees, have, during the Term of this Agreement or any extension hereof or any holdover period of occupancy of the Premises by the Lessee, violated any law, ordinance, regulation, rule or directive described in Section 7.01 (Regulations, Licenses and Permits) or any plan or program developed in compliance therewith. The Lessee further agrees that the substance of this Section 7.02 and Section 7.01 (Regulations, Licenses and Permits) above shall be included in every sublease, contract and other agreement, that the Lessee may enter into related to its operations and activities under this Agreement and that any such sublease, contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third-party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting, or subcontracting. This provision as to Lessee's liability hereunder shall survive the expiration or early termination of this Agreement.

7.03 Permits and Licenses:

The Lessee expressly covenants, warrants, and agrees that Lessee, at its sole cost and expense, shall be liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required, at any time throughout the entire Term of this Agreement, by any federal, state, or County governmental entity or any judicial body having jurisdiction over the Lessee or the Lessee's operations and activities, for any activity of the Lessee conducted on the Premises and for any and all operations conducted by the Lessee, including insuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessee's operations and activities on the Premises have been obtained and are being fully complied with. 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 the Miami-Dade County Regulatory and Economic Resources Department (RER). Prior to occupancy of the Premises and commencement of operations under this Agreement, the Lessee shall provide to the Department evidence that it has obtained the Certificate of Use and Occupancy and, as applicable, the appropriate operating waste permit(s). Upon written reasonable request of the Department, the Lessee shall provide to the Department copies of any permits and licenses, approvals, and applications therefore.

7.04 [Intentionally Deleted.]

7.05 Nuisances Disallowed:

Lessee shall not make any use of the Premises, nor shall it allow any of its sub-tenants or invitees to make use of the Premises, in a manner that creates or reasonably will lead to a nuisance as defined by Florida law. Upon notification by Lessor that a nuisance is then being allowed on the Premises, and the nuisance poses an immediate danger to aircraft, passengers, or users of the Airport, Lessee shall promptly take steps necessary to abate such nuisance to the reasonable satisfaction of the County. Lessor shall retain all of its contract rights to abate a nuisance under the terms of this Agreement, as well as its regulatory rights to abate the nuisance in accordance with then-current law.

7.06 [Intentionally Deleted.]

ARTICLE 8
Alteration of Premises and Erection of Signs

8.01 Alterations:

Except as otherwise provided in this Agreement, the Lessee shall not make any Alterations to the Premises in any manner whatsoever without the prior written approval of the Department. In the event the Lessee is given approval to make any Alterations to the Premises, the Lessee shall fully comply with the terms and conditions of the approval document from the Department and in accordance with Sections 4.14 (Lessee Airport Construction Contracts) and 7 (Regulations, Licenses and Permits). The Lessee's failure to do so shall constitute default pursuant to Section 13.03 (Other Defaults) hereof. Notwithstanding any provision of this Lease to the contrary, the following Alterations to the Premises shall not require the Department's review or consent: (a) any non-structural additions, alterations or improvements to the interior of the Premises; (b) repair or replacement of exterior improvements, including roof repairs, HVAC system replacement, and exterior painting, with materials of like kind and quality; (c) replacement of landscaping with the same type of landscaping materials; and (d) installation of trade fixtures, signs, floor coverings, plumbing fixtures, shades or ownings, and other cosmetic improvements to the Premises.

8.02 Removal of Trade Fixtures and Personal Property:

Any trade fixtures (including any furniture, equipment, machinery, personal property, furnishings and signs) installed at the Premises by the Lessee, including signage and telecommunications equipment, that can be removed from the Premises without materially damaging the Premises shall be considered the personal property of the Lessee and may be removed and or replaced by the Lessee at any time during the Term or as required pursuant to Section 8.01 above. All permanent improvements to the Premises shall become a part of the Premises and shall become the property of the County upon expiration of the Term, or the earlier termination of this Agreement; provided, however, that in the case of any improvements which were constructed, installed, added or altered with proceeds of tax-exempt financing, such improvements shall immediately vest in the County or the entity providing such financing, if the Financing Documents so provide, and shall be deemed to be the property of the County or such entity upon their construction, installation or other implementation, subject, however, to all of

Lessee's rights under this Agreement. Lessee hereby reserves the right to remove any such trade fixture, including but not limited to personal property, at any time during the Term and upon termination of the Agreement.

8.03 Signage:

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

ARTICLE 9
Environmental Compliance

9.01 Definitions:

For purposes of this Article, 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 Commencement Date, the presence or release of which was not caused by Lessee or Lessee's agents, employees, contractors, invitees or Trespassers. Solely for purposes of this Agreement, it shall be presumed that the Baseline Environmental Conditions consist of the conditions identified in any existing (as of the date of this Agreement) Miami-Dade County maintained records, including contamination assessment reports and any other technical reports, data bases, remedial action plans, the Baseline Audit or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Commencement Date that comes to be located on the Premises or any other area of the Airport on which an improvement will be made; provided that such presence or release was not caused by Lessee or Lessee's agents, employees, contractors, invitees or Trespassers.

(B) "**Environmental Claim**" means any investigative, enforcement, cleanup, removal, containment, Remediation or other private, governmental or regulatory action or claim at any time threatened, instituted or completed pursuant to any applicable Environmental Law, against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use, or activity on the Premises (including any such action against County), 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 Law.

(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"); 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 Substances Control Act 15 U.S.C. § 2601 *et seq*.; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq*.; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(D) [Reserved].

(E) "**Hazardous Material**" or "**Hazardous Materials**" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a hazardous substance, a hazardous waste or pesticide by 49 CFR 172.101 Hazardous Materials Table, which causes or poses a threat to cause contamination or a nuisance on the Premises, any property adjacent to the Premises or Other Airport Property.

(F) "**On**" or "**in**" when used with respect to the Premises or any premises adjacent to the Premises, means "on, in, under, above or about."

(G) "**Other Airport Property**" means property on the Airport owned by Lessor and occupied or used by Lessee, or upon which Lessee performs operations, but which is not subject to a lease, sublease or other legal agreement governing the terms of Lessee's occupation, use or operations at such property.

(H) "**Recognized Environmental Condition**" shall have the meaning set forth in ASTM E 1527-21, Section 1.1.1, as such provision may be amended or superseded from time to time, and shall not mean Historical Recognized Environmental Conditions or Controlled Recognized Environmental Conditions, as each defined therein.

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

(J) "**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.

(K) "**Trespassers**" means third parties who have entered the Premises and whose actions while on the Premises have resulted in the 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.

9.02 Lessee's Acceptance of the Risks and Condition of Premises As-Is:

Lessee agrees that the Premises shall be leased and delivered to Lessee in its current "as-is/with all faults" condition (but it is not intended by this provision that County be relieved from its duties expressly set forth in this Agreement or any other applicable agreement or pursuant to applicable Law). Lessee hereby agrees and acknowledges that:

(A) Hazardous Materials may be present on the Premises and Other Airport Property.

(B) The County is currently engaged in a significant environmental Remediation program at its airports.

(C) Under Section 9.05 (Lessee Audit) below, Lessee will be provided the opportunity to conduct an independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. A copy of Lessee's report on the investigation, if any such report shall have been prepared, shall be provided to the County. Whether Lessee conducts such an investigation or not, Lessee is willing to proceed with this Lease notwithstanding the environmental conditions of the Premises and of the properties surrounding the Premises, subject to Lessee's right to terminate this Lease as provided herein.

(D) Because of the possible presence of Hazardous Materials on the Premises or Other Airport Property, the 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 located thereon, including, without limitation, the suitability or usability of any building materials, building systems, soils or groundwater conditions (due to the presence of Hazardous Materials in, on, under, or about the Premises or Other Airport Property), for Lessee's proposed or intended use, and Lessee has relied solely on Lessee's own inspection and examination of such matters.

(E) Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the commencement of this Lease may affect the suitability or usability of the Premises for Lessee's proposed or intended use. Lessee agrees that, except for any Baseline Environmental Conditions and other discharge, disposal, or release of Hazardous Materials or violation of Environmental Law, caused by the County, its agents, employees, or contractors, prior to, on or after Commencement Date, the County shall have no responsibility or liability under this Lease with respect to any Hazardous Materials on the Premises. Notwithstanding the foregoing, in no event shall County be liable to Lessee for damages relating to physical or personal injury, business interruptions relocation costs, or any other cost (other than costs for which the County is liable under this Lease) resulting from presence of Hazardous Materials (other than Hazardous Materials discharged, disposed, or released by the County, its agents, employees, or contractors required to be

remediated under applicable Environmental Law) on the Premises at any time during this Lease.

9.03 Responsibilities for Hazardous Materials:

(A) The Parties' monetary limits for Remediation of any Baseline Environmental Conditions are set forth in Section 1.14(G); provided, that the County shall be responsible for any other discharge, disposal, or release of Hazardous Materials or violation of Environmental Law caused by the County, its agents, employees, or contractors required to be remediated under applicable Environmental Law. If the Parties are permitted to leave any Hazardous Material in place under existing Environmental Law or are allowed to lawfully employ alternative response actions, all without adversely affecting the other Party or any of the other Party's lessees or sub-lessees, the Parties shall have the option of so doing.

(B) Lessee shall not be responsible for liabilities arising from (i) discharge, disposal, or release of Hazardous Materials or violation of Environmental Law caused by the County, its agents, employees, or contractors, (ii) discharge, disposal, or release of Hazardous Materials occurring or existing outside of the Premises , except to the extent such discharge, disposal, or release has been caused by Lessee, (iii) third-party claims relating to the environmental liability arising from events caused by the County, its agents, employees, or contractors, (iv) fines and penalties imposed by any Governmental Authority with respect to violations of Environmental Law based on facts, circumstances or events existing prior to the Commencement Date (unless imposed as a result of Lessee's failure to comply with Environmental Law), and (v) Hazardous Material that migrates onto the Premises for reasons other than an act or omission of Lessee or any of its employees, agents, or contractors.

(C) The County shall use reasonable efforts to minimize any disturbance or interference with the Lessee's use of the Premises caused by any Remediation conducted by County, and Lessee shall use reasonable efforts not to interfere with or obstruct any of County's Remediation. Each of County and Lessee agrees to take such action as may be reasonable to coordinate its respective operations so as to minimize any interference with that of the other Party. If vehicles, equipment, or materials belonging to Lessee have to be temporarily relocated to permit Remediation to be performed by the County, Lessee shall cause such relocation to occur. If Lessee can accomplish the relocation without materially increasing the cost of conducting its activities on the Premises by using other portions of the Premises not directly affected by such Remediation, Lessee may not seek reimbursement from the County for costs Lessee incurs in connection with such relocation. However, to the extent Lessee is required to relocate aircraft, vehicles, equipment, or materials off the Premises or reconfigure the Improvements or the equipment Lessee installs within the Improvements as a result of any Remediation by County that materially increases Lessee's costs to perform its obligations hereunder and under this Lease, the County shall be responsible for the costs reasonably associated with such relocation and the design and implementation of the reconfiguration.

9.04 Baseline Audit:

Baseline Audit: Within ninety (90) days following the Commencement Date, the County shall provide Lessee with a copy of an environmental audit of the Premises, conducted to identify any Recognized Environmental Conditions associated with the Premises, which audit may include analyses of soil and groundwater samples (the "**Baseline Audit**"). Lessee shall have the right to terminate this Agreement within one hundred and eighty (180) days of receipt of the Baseline Audit if Lessee, in its sole discretion, determines that contents of such Baseline Audit are unacceptable.

9.05 Lessee Audit:

Lessee, at its sole cost and expense, shall have the right to initiate, on or prior to the receipt of the Baseline Audit, an environmental inspection of the Premises including subsurface sampling of soil, sediment and groundwater (the "**Lessee Audit**"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld, conditioned, or delayed. If Lessee elects to conduct a Lessee Audit, it shall furnish County a copy of such Lessee Audit within thirty (30) days of Lessee's receipt of the final Lessee Audit. The purpose of the Lessee Audit is to determine whether there are present on the Premises any Recognized Environmental Conditions not identified in the Baseline Audit, any previous audits, or any contamination assessment reports or remedial action plans, to the extent any such documents exist. Within thirty (30) days after its receipt of such Lessee Audit, the County shall notify Lessee if it disputes the Recognized Environmental Conditions or the delineation of any subsurface conditions described in the Lessee Audit.

9.06 Environmental Maintenance of Premises:

Lessee shall, at its sole cost and expense, keep, maintain, and use the Premises, and operate within the Premises at all times, in compliance with all applicable Environmental Laws, and shall maintain the Premises in good and sanitary order, condition, and repair.

9.07 Lessee's Use of Hazardous Materials:

Prior to Commencement of Construction, Lessee shall submit a complete list of all Hazardous Materials which Lessee intends to use on the Premises or Other Airport Property during the term of this Agreement, and the use, storage, and transportation of which on or about the Premises shall not be subject to County's approval or objections. Lessee shall not use, store, generate, treat, transport, or dispose of any other 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. Notwithstanding the foregoing, County may object to the use of any previously-approved Hazardous Material should County reasonably determine that the continued use of the Hazardous Material by Lessee presents a material increased risk of site contamination, damage or injury to persons, Premises, resources on or near the Premises or the Airport Property, or noncompliance due to a change in regulation of such Hazardous Material under applicable Environmental Law. Upon County's written objection under this Section 9.07, Lessee shall remove the Hazardous Material from the Premises immediately. This Section 9.07 shall not apply to Hazardous Materials which are not used, generated, treated or

disposed of by Lessee but which are otherwise transported by Lessee solely in the course of Lessee's business, such as cargo operations. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases, to comply with applicable Environmental Law relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials, or to indemnify County against any harm or damage caused thereby. Lessee shall promptly and completely answer periodic written questionnaires from the County concerning Lessee's practices regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

9.08 Entry by County:

(A) Notwithstanding any other right of entry granted to County under this Agreement, and subject to the requirements set forth in Section 9.08(B), the County shall have the right, at its own expense and upon reasonable advance notice to Lessee, to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether Lessee has complied with the applicable environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, generated, treated, transported, or disposed of by Lessee in compliance with applicable Environmental Law and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. The County shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.

(B) Such inspections may include, but are not limited to, entering the Premises or adjacent property with drill rigs of other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. Lessee shall have the right to collect split samples of any samples collected by the County. The County shall not be limited in the number of such inspections during the Term of this Agreement the County will conduct such inspections during Lessee's normal business hours, but the County may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by the County, the County agrees to provide Lessee with reasonable notice (not less than twenty-four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which the County 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 the County reasonably determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of the County and any regulatory authorities related to the results of such inspections. The right granted to the County herein to inspect the Premises shall not create a duty on the County's part to inspect the Premises, nor

liability of the County for Lessee's use, storage, or disposal of Hazardous Materials, it being understood that Lessee shall be solely responsible for all liability in connection therewith. The County shall provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. Lessee shall not be liable or otherwise responsible for any property damage to the Premises or injury to any person caused by County, its agents or consultants during County's inspection under this Section 9.08.

9.09 Permits and Licenses:

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

9.10 Notice of Discharge

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

(B) With regard to any reporting obligation arising out of Lessee's operations or during the Agreement, Lessee shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Regulatory and Economic Resources, 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 ninety (90) days of execution of this Agreement, Lessee shall submit to County an emergency action plan/contingency plan setting forth in detail Lessee's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/contingency plan shall identify Lessee's emergency response coordinator and Lessee's emergency response contractor.

(D) 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 Lessor's ownership or operation thereon; or (ii) any written Environmental Claim affecting Lessor from any person or entity regarding the Premises or Other Airport Property, then Lessor shall immediately notify Lessee orally within twenty-four (24) hours and in writing within three (3) business days of said notice. If Lessee is reasonably satisfied that County is not promptly commencing the response to either of such events, Lessee shall have the right but not the obligation to take such other actions as it shall deem reasonably necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Premises, which if true, could result in an order, suit or other action against the Lessee. If Lessor is unable to resolve such action in a manner which results in no liability on the part of Lessee, all reasonable costs and expenses incurred by Lessee shall be payable by Lessor upon demand.

9.11 Reports to County:

For any calendar year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise been present on or in the Premises, (or on or in other Airport property for purposes related to Lessee's operations on the Premises), on or before April 1 following such calendar year, Lessee shall provide County with (A) an update to the Hazardous Materials exhibit delivered pursuant to Section 9.07 to identify the Hazardous Materials which, to the knowledge of Lessee, were present on the Premises or Other Airport property in quantities greater than five gallon containers of liquid, or fifty pounds of solids, or larger; (B) a copy of release notification for 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; (C) a summary of all enforcement actions related to such Hazardous Materials, including the governing authority's reference number, consent agreements or other non-privileged correspondence with the governing authority relating to such enforcement actions during that calendar year; and (D) copies of any reports filed in accordance with the Emergency Planning and Community Right to Know Act (EPCRA). Lessee shall make available for review upon request by County copies of all manifests for hazardous wastes generated from operations on the Premises. Lessee shall provide the report required under this section to the County no later than April 1 of each year for the preceding calendar year.

9.12 Periodic Environmental Audits:

Lessee shall establish and maintain, at its sole expense, a system to assure and monitor its continued compliance on the Premises with all applicable Environmental Laws, which system shall

include, no less than once each year a detailed review of such compliance (the "**Annual Environmental Audit**") by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned. Alternatively, if the Department approves, which approval shall not be unreasonably withheld, delayed, or conditioned, such Annual Environmental Audit may be conducted by Lessee's personnel but in either case Lessee shall provide County with a copy or summary of its report of its Annual Environmental Audit, which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" which shall include in its scope the items listed in Exhibit 9.12 hereto or other recognized format approved by County. If the Annual Environmental Audit indicates any unresolved violation of any applicable Environmental Law, Lessee shall, at the request of County, provide a detailed review of the status of any such violation within thirty (30) days of the County's request.

9.13 Remediation of Hazardous Material Releases:

If Lessee or Lessee's agents, employees, contractors, or invitees cause any Release of Hazardous Materials on or about the Premises or Other Airport Property during the term of this Agreement ("**Hazardous Material Release**"), Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or Other Airport Property and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law. County shall have the right to approve all such Remediation, including, without limitation: (i) the selection of any contractor or consultant Lessee proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such Remediation; (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 be not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Lessee's reasonable efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Lessee shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Lessee shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. In addition to any rights reserved by County in this Agreement, County shall have the right, but not the obligation, to participate with Lessee, Lessee's consultants and Lessee's contractors in any meetings with representatives of the Governmental Authorities and Lessee shall provide County reasonable notice of any such meetings. All Remediation work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any Remediation activities undertaken by Lessee shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term or short-term effect on the Premises, or other adjoining property owned by County. Lessee's obligations in this section do not apply to Baseline Environmental Conditions and any other discharge, disposal, or release of Hazardous Materials or violation of Environmental Requirements caused by County, its agents, employees, or contractors.

9.14 Indemnity:

Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or Other Airport Property and caused by Lessee, Lessee's agents, employees, contractors, invitees or Trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) damages for the loss or restriction on use of the Premises or Other Airport Property or the permanent diminution in the value of the Premises or Other Airport Property; (d) sums paid in settlement of claims; (e) reasonable attorneys' fees, consulting fees, and expert fees; and (f) the cost of any repair, cleanup, Remediation, removal, or restoration work or detoxification if required by any Governmental Authorities or deemed necessary in the County's reasonable judgment, but shall not extend to such claims, payment, diminution, damages, sums, fess 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 sole expense, but not the obligation, to join and participate in such proceedings or actions in which the County is a named party, and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable Governmental Authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Section 9.14 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this Section 9.14 or for which Lessee has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of County's successors and assignees. Notwithstanding any other provision of this Agreement, this Section 9.14 does not apply to Baseline Environmental Conditions or a discharge, disposal or release caused by the County, its officers, employees, contractors or agents.

(A) This indemnity specifically includes the direct obligation of Lessee to perform at its sole cost and expense, any Remediation 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) Lessee agrees in order to minimize its obligations in this regard to use best efforts to assist the Aviation Department in responding to Hazardous Materials spills in or on Airport property reasonably close to the Premises used by Lessee by making Lessee's Remediation equipment and personnel available for such emergency Remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's Remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to

respond to the Hazardous Material spill at issue. If Lessee is directed to perform any Remediation under this Section 9.14(B) for which it is later determined that Lessee is not responsible, the Aviation Department shall reimburse Lessee for all costs associated with or arising out of Lessee's performance of such Remediation work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the Remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable Laws. Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in accordance with such rules and regulations.

(C) In the event Lessee fails to perform its obligations in Section 9.14(A) above, and without waiving its rights hereunder, County may, at its option, perform such Remediation work as described in Section 9.14(A) above, and thereafter seek reimbursement for the costs thereof. In accordance with this Article 9, Lessee shall permit County or its designated representative access to the Premises areas to perform such Remediation activity.

(D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1 ½ % per month on the outstanding balance commencing on the thirty-first day following Lessee's receipt of such notice until the date of action.

(E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, and except to the extent of County's responsibility for environmental conditions set forth in this Article 9, Lessee shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Premise. Lessee's responsibility under this paragraph includes but is not limited to responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Lessee shall assume, pursuant to the indemnity provision set forth in this Article 9, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

9.15 <u>Dispute Resolution</u>:

County and Lessee agree that any dispute between them relating to this Article 9 will first be submitted, by written notice, to a designated representative of both County and Lessee who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute in good faith. 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.

9.16 Waiver and Release:

Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (each, a "**Claim**"), which Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises, including, without limitation, any Hazardous Material, in, at, on, under, or related to the Premises, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Section 9.16 shall not constitute a waiver or release of any obligation of County under this Agreement or any Claim relating to Release of Hazardous Material on the Premises caused by the County, its agents, employees, or contractors prior to, on, or after the Commencement Date required to be remediated under applicable Environmental Law. Lessee acknowledges that County would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein.

9.17 No Waiver of Rights, Causes of Actions or Defenses:

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.

9.18 Surrender of Premises:

Lessee shall surrender the Premises used by Lessee to County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, invitees or Trespassers, or otherwise discharged on the Premises or Other Airport Property for which Lessee is responsible during the term of this Agreement. The Premises shall be surrendered in a condition that complies with all applicable Environmental Laws, and such other reasonable environmental requirements as may be imposed by County. Lessee shall not be responsible under this Section 9.18 to the extent of County's obligations under this Article 9.

9.19 Breach:

Any breach by Lessee of any provision of this Article 9 shall, after notice and a reasonable opportunity for Lessee to cure in accordance with this Article 9, 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.

9.20 Survivability of Terms:

The terms and conditions of this Article 9, including the indemnity, waiver, and release, shall survive the termination of this Agreement.

9.21 Right to Regulate:

As provided for in Article 20 (Other Provisions) of this Agreement, nothing within this Article 9 (Environmental Compliance) shall be construed to waive or limit, restrain, impair or interfere with the County's regulatory authority.

ARTICLE 10
Indemnification and Hold Harmless

The Lessee shall indemnify and hold harmless the Lessor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Lessor 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 resulting from the performance of and under this Agreement by the Lessee or its employees, agents, servants, partners, principals, subcontractors, or trespassers, unless any such action of Lessee is due to the County's (or any of its officers', employees', or agents') own gross negligence or willful misconduct. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Lessor, where applicable, including appellate proceedings, and shall pay costs, judgments and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Lessor or its officers, employees, agents and instrumentalities as herein provided. The Lessor shall give to the Lessee reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

ARTICLE 11
Assignment and Subletting and Conditions of Financing

11.01 Assignment and Transfer:

(A) Except as provided in Section 11.02 (Assignment to Affiliates of Lessee), Section 11.03 (Subletting), and Section 11.04 (Condition of Financing for Approved Improvement Costs), the Lessee shall not, in any manner, assign, transfer, mortgage, pledge, hypothecate, encumber or otherwise convey an interest in this Agreement, or authorize others to exercise the rights granted to the Lessee herein, without the written approval of the Department. A change in the equity ownership of the Lessee will not be deemed an assignment, transfer, mortgage, pledge, hypothecation, encumberment or conveyance for purposes of this Section 11.01. Lessee may also sell substantially all of its assets (and assign this Agreement pursuant thereto) without prior approval of the Department, provided that (a) substantially all of the assets are sold, (b) the purchaser is a single entity that will continue substantially all of the operations permitted or required of Lessee hereunder, and (c) the purchaser meets the Department's requirements set forth in Section 11.04 (D) (5) (Transfer To A "Transferee" or "Successor Lessee") herein. In the event

the Lender seeks provisions in the assignment affecting the interests or requiring certain actions by the Department, such provisions must be approved by the Department; however, such approval shall not be unreasonably withheld, conditioned, or delayed by MDAD for so long as the Use of Premises as provided for in Article 2 (Use of Premises) remain the same and are assigned or transferred to an entity meeting the Department requirements stated under Section 11.04 (D) (5) (Transfer To A "Transferee" or "Successor Lessee").

(B) For any transfer or assignment to an unaffiliated entity for less than fair market value, or rental to a not-for-profit entity, Board approval shall be required.

11.02 Assignment to Affiliates of Lessee:

Upon the giving of at least 60 (sixty) days' notice to the County, the Lessee shall have the right to transfer or assign this Agreement to any of its Affiliates. For the purposes of this Lease, the term "**Affiliate**" means a business entity that, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with any Person. For purposes of this definition of Affiliate, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract, or otherwise.

11.03 Subletting:

(A) The Lessee shall submit any subleases to the Department for approval, which shall not be unreasonably withheld, delayed or conditioned. Any objection by the Department must be forwarded to the Lessee within 90 days of receipt of the sublease by the Department's Assistant Director for Business Management. Cargo handling agreements between the Lessee airlines or consolidators that include office space or dedicated warehouse areas within the Lessee's facility shall not be considered subleases for the purposes of this Article. Subleases shall be subject to the provisions of any applicable BCC Resolution, as amended from time to time, which may describe conditions applicable to subleases or limit the rental to be charged to the sublease by the Lessee. The County shall have the right to audit the Lessee's compliance with such subleasing policy.

(B) Further, any such subleases shall be subject to the same conditions, obligations and terms as set forth herein, including as a minimum, but not limited to, requirements for compliance with Airport Rules and Regulations and applicable Laws, insurances, and indemnification of the County. Notwithstanding anything herein contained to the contrary, in the event of an approved sublease, the Lessee shall remain fully liable to the County for fulfilling all obligations, conditions and terms of this Agreement, throughout its entire Term.

(C) Any approved sub-lessee, licensee, franchisee, concessionaire, permittee, or other third party duly authorized by Lessee to lease or use the Facility or any portion of the Premises may perform such other services as are related to or in support of the operation of the Facility and not otherwise prohibited by other part of this Lease or by Law. Such services shall be at all times in full compliance with FAA and County requirements and policies as applicable from time to time.

11.04 Conditions of Financing for Approved Improvements Costs:

(A) **Leasehold Mortgages for Improvements:**

(i) Lessee may secure private financing to provide funds required for the design, development, construction and equipping of the Improvements and Common Use Offsite Improvements. No mortgage or other encumbrance the Lessee executes in connection with that financing (a "**Leasehold Mortgage**") will extend to or be a lien or encumbrance upon Lessor's interest in any part of the Premises or in any right appurtenant to that interest. Moreover, any third-party mortgage shall be subordinate to the interests of the County, and all proceeds received from any mortgage must be reinvested in the Premises.

(ii) Lessee reserves the right to seek and receive conduit financing through one or more series of tax-exempt, qualified private activity bonds or taxable bonds ("**Conduit Financings**"), the net proceeds of which shall be used by Lessee to fund Approved Improvement Costs. Lessee shall be the sole obligor for all obligations arising under such Conduit Financings. The County shall use reasonable efforts to cooperate with Lessee and its advisors in the preparation of appropriate disclosure materials and financing documents in connection with any such Conduit Financings,. The Conduit Financing obligations of Lessee shall be at least *pari passu* with any other financing related to the Improvements. Lessee shall obtain all necessary authorizations and approvals required in connection with any Conduit Financings.

(B) Lessor Approval of Financing Documents: No later than 90 (ninety) days prior to the end of the Due Diligence Phase, Lessee shall provide Lessor with draft equity investment agreements and draft financing or lending agreements that, when coupled, total an amount of no less than the Minimum Investment Amount available to Lessee for the development and construction of the Improvements. Within 30 (thirty) days of receiving such agreements, Lessor shall either approve or request revisions to such draft agreements. No later than the end of the Due Diligence Phase, Lessee shall provide copies of the executed documents to Lessor of evidence that Lessee has, in forms that are materially and substantially similar to the drafts previously approved by Lessor or that include any revisions reasonably requested by Lessor, (a) signed and unconditional financial commitment agreements that, when coupled with the firm equity commitments or signed equity investment agreements obtained by Lessee, total an amount not less than the Minimum Investment Amount, and/or (b) signed and unconditional financing agreements that, when coupled with the firm equity commitments or signed equity investment agreements obtained by Lessee, total an amount not less than the Minimum Investment Amount, which funds shall be used to develop and build the Improvements in accordance with the requirements set forth in this Agreement. Lender and equity commitment drafts and final agreements shall be satisfactory to Lessor, in its sole discretion acting reasonably, to provide Lessor with sufficient assurances that Lessee has sufficient funds to develop and construct the Improvements in accordance with the requirements set forth in this Agreement. In the event that County has not received sufficient assurance from Lessee that it has sufficient funds to develop and construct the Improvements, Lessor shall have the right to terminate this Agreement, with no liability to Lessee , within 90 (ninety) days

after the end of the Due Diligence Phase. A surety bond is also needed in the event the project is only partially built and not finished.

(C) Recording of Leasehold Mortgage: Following the Lessee's execution of any Leasehold Mortgage (including any subsequent mortgages) if applicable, Lessee shall furnish the Lessor (i) a duplicate original of the Leasehold Mortgage or an electronic copy of the Leasehold Mortgage that the Clerk of the Circuit Court for Miami-Dade County, Florida has certified as being a true copy of the Leasehold Mortgage recorded among its real property records, and (ii) a written notice setting forth the name and address or the mortgagees or secured party (the "**Leasehold Mortgagee**") in whose favor Lessee executed the Leasehold Mortgage.

(D) Conditions of Leasehold Mortgage: Upon the Lessee's execution of a Leasehold Mortgage and continuing until the Leasehold Mortgagee releases the Leasehold Mortgage of record, the following provisions will apply (and the Lessor, in connection with such execution, shall enter into an estoppel and recognition agreement in a form reasonably acceptable to Lessor and the Leasehold Mortgagee, recognizing the Leasehold Mortgagee thereunder and confirming to such Leasehold Mortgagee the rights and benefits accorded to a Leasehold Mortgagee under this Section 11.04(D)).

(1) LESSOR TO GIVE NOTICE OF DEFAULT: At the time that the Lessor gives Lessee written notice of the occurrence of any default in respect of the performance of Lessee's obligations under this Agreement, the Lessor shall simultaneously give the Leasehold Mortgagee a copy of that notice in a manner established for the delivery in Section 20.07 (Notices) at the address for the Leasehold Mortgagee provided to the Lessor. No notice of default to Lessee will be effective until the Lessor delivers the notice required by this Section 11.04(D)(1).

(2) MORTGAGEE'S RIGHT TO CURE DEFAULT: The Leasehold Mortgagee may rectify a default on Lessee's part but has no obligation to do so. The Lessor will accept the Leasehold Mortgagee's performance of any of Lessee's obligations to the same extent as though the Lessee has performed. The Lessor may exercise a remedy available to it by reason of a default on Lessee's part only if Lessee and the Leasehold Mortgagee fail to rectify the default within the longer of (a) any time period specifically set forth in Section 13 (Termination) of the Lease for a cure of a particular default, or (b) within 30 days after the date of the delivery of the notice required by virtue of Section 11.04(D)(1) above, or if a cure is not reasonably possible within such time period, then within a period of time reasonably required to cure the default through the exercise of prompt, diligent and continuous effort.

(3) TERMINATION DELAYED DURING EXERCISE OF LEASEHOLD MORTGAGEE'S REMEDIES: Even though a default has occurred and neither the Lessee nor the Leasehold Mortgagee has provided for a cure within the times permitted by Section 11.04(D)(2) above, the Lessor will not terminate the Lease for a reasonable period of time, not to exceed one (1) year, from the date of termination provided in the Lessor's notice of default, if the Leasehold Mortgagee is then making: (a) prompt, diligent and continuous efforts to gain possession of the Premises and to succeed to Lessee's interest in

the Premises by means of a foreclosure or the exercise of any other remedy available to the Leasehold Mortgagee by virtue of Lessee's default in respect of any of its obligations under the terms of the Leasehold Mortgage, together with (b) the payment to the Lessor of all rent and charges due hereunder with respect to which Lessee becomes delinquent and (c) good faith efforts to rectify other defaults contemporaneously with the efforts to gain possession of the Premises.

(4) LEASEHOLD MORTGAGEE'S OPTION FOR ISSUANCE OF NEW LEASE: Prior to the expiration of the one (1) year period provided above in Section 11.04(D)(3) above, the Leasehold Mortgagee may request the Lessor to execute and deliver a new lease for the Premises in favor of a successor Lessee meeting the criteria of Section 11.04(D)(5) (a "**Successor Lessee**"). Such new lease will have a term that coincides with what would have been the remainder of the Term had termination of this Agreement not occurred and will otherwise be on the same terms and conditions as those set forth in this Agreement. The new lease will also have the same priority as this Agreement with respect to any lien or other encumbrance affecting the Premises, including any fee mortgage. In order for the Lessor to be obligated to execute and deliver the new lease, the Leasehold Mortgagee must request the execution and delivery of the new lease by the delivery of written notice to the Lessor within one (1) year after the termination of this Agreement occurs, and acknowledge and return the new lease to the County for execution on the Lessor's part within 20 (twenty) days after the date on which the Lessor tenders the new lease to it for signature. Simultaneously with the delivery of the new lease, the Successor Lessee must also execute and deliver to the Lessor a written plan to rectify within a reasonable period of time any default that exists at that time in respect of any of Lessee's obligations under the terms of this Agreement, including, without limitation, any default that may exist in respect of Lessee's obligations arising under the terms of Article 9 (Environmental Compliance); that plan must set forth in reasonable detail the manner in which the Successor Lessee plans to rectify each default.

(5) TRANSFER TO A "TRANSFEREE" OR "SUCCESSOR LESSEE": A transfer of Lessee's interest in the Premises to the Leasehold Mortgagee, or a corporate assignee or nominee designated by Leasehold Mortgagee, or a purchaser at a foreclosure sale that occurs by virtue of the Leasehold Mortgagee's acceptance of a deed in lieu of foreclosure or the exercise of any remedy available to it under the terms of the Leasehold Mortgage (herein a "**Transferee**") will not constitute an assignment requiring the Lessor's consent under the terms of Section 11.01(Assignment and Transfer) above; provided, that upon request, Lessor shall recognize the Transferee as its counterparty under this Agreement. The provisions of Article 2 (Use of Premises) will govern any use of the Premises that occurs prior to and after a transfer to the Transferee. The Transferee may make a subsequent transfer of Lessee's interest in the Premises only with the Lessor's prior written consent as provided in Section 11.01 (Assignment and Transfer). The Lessor will, however, consent to the subsequent transfer to a Successor Lessee or Lessees if the proposed successor or successors to the Lessee's interest is acceptable to the Lessor for the Premises in the reasonable exercise of the Lessor's judgment considering the successor's experience, financial strength, history of meeting contractual obligations and intent to implement a business plan consistent with the Lessor's plan for operating the Airport. The Parties agree that the Transferee will be subject to the termination provisions of Article 13

(Termination). After succeeding to Lessee's interest in the Premises, a Transferee that is not a Successor Lessee must use reasonable best efforts to find a Successor Lessee satisfying the criteria set forth above in this Section 11.04(D)(5), but in any event no later than one (1) year following the date of termination provided in Lessor's default notice. If no Successor Lessee or Lessees are found in such one (1) year period to occupy at least 50% of the Premises, then all of the Lessee's, Leasehold Mortgagee's and Transferee's interests in the Premises, the Improvements, and this Lease shall terminate in their entirety, without any right of recovery or compensation from the Lessor.

(6) NO OBLIGATIONS OF TRANSFEREE; LESSOR'S RIGHT TO TERMINATE IF OBLIGATIONS NOT SATISFIED: If a Transferee succeeds to Lessee's interest in the Premises by virtue of the Leasehold Mortgagee's acceptance of a deed in lieu of foreclosure or the exercise of any remedy available to the Leasehold Mortgagee under the terms of the Leasehold Mortgage, the Transferee and its successors and assigns will only have liability for the performance of those obligations incumbent upon Lessee under the terms of this Agreement that arise or accrue during the period between the time at which the Transferee succeeds to Lessee's interest in the Premises and the time at which it divests itself of that interest. The foregoing limitations will not preclude the Lessor from terminating this Agreement if the Transferee fails to rectify without cost to Lessor any default existing in respect of Lessee's obligations at the time the Transferee succeeds to Lessee's interest in the Premises, including, without limitation, any obligation arising under the terms of Article 9 (Environmental Compliance).

(7) NO AMENDMENT OF LEASE WITHOUT LEASEHOLD MORTGAGEE'S CONSENT: Without the Leasehold Mortgagee's prior written consent, Lessee may not amend this Agreement, exercise any right available to it under the terms of this Agreement or at law to cancel this Agreement, or to voluntarily surrender possession of the Premises to the Lessor. Without the Leasehold Mortgagee's prior written consent, the Lessor may not amend this Agreement provided, however, the foregoing restrictions will not apply to amendments for which express provision is made elsewhere in this Agreement, including, without limitation, those for which provision is made in Articles 1 (Term and Premises), 3 (Rentals and Payments), 19 (Trust Agreement), and 20.13 (Severability). Without the Leasehold Mortgagee's prior written consent, the Lessor may not cancel this Agreement and accept a surrender of possession of the Premises except in the instances where the cancellation and acceptance of a surrender of possession of the Premises occurs in accordance with Section 13.05 (Actions at Termination) or in connection with the Lessor's exercise of its remedies following an occurrence of a default in the performance of any of Lessee's obligations. The Leasehold Mortgagee will not be bound by any amendment, cancellation or surrender that occurs in contravention of the foregoing provisions of this article.

(8) RIGHTS OF LEASEHOLD MORTGAGEE IN INSURED LOSSES: The Leasehold Mortgagee will have the right to participate in the adjustment of any insured losses that becomes necessary by reason of damage or destruction occurring to the Improvements, as may be applicable, and the right to supervise and control the receipt and disbursement of insurance proceeds to the extent provided in agreements among Lessee, Leasehold Mortgagees and any party holding an interest with respect to the Premises;

provided, however, that any distribution of insurance proceeds must comply with the requirements of Article 12 (Insurance) of this Agreement.

(9) RIGHTS OF LEASEHOLD MORTGAGEE IN CONDEMNATION: If taking of any part of the Premises occurs, the Leasehold Mortgagee will have the right to participate in any condemnation proceedings or settlement discussions pertaining to the Lessee's interests hereunder and the right to supervise and control the receipt and disbursement of all condemnation awards arising from such interests to the extent provided in agreements among Lessee, Leasehold Mortgagee and any other party holding an interest with respect to the Premises. The Leasehold Mortgagee is entitled to receive and apply to the reduction of the indebtedness, the payment of which is secured by the lien of the Leasehold Mortgagee, any portion of a condemnation award arising from a taking of Lessee's interests not applied to the restoration of that portion of the Premises that remains following the taking to architectural unit substantially the same use, design, construction, and commercial feasibility as immediately before the taking. After payment to the Lessor by the condemning authority of whatever compensation and damages are determined to be owing to the Lessor for Lessor's property interests in the Premises, and after the indebtedness the payment of which is secured by the lien of the Leasehold Mortgagee is discharged in full by an application of a condemnation award in accordance with the terms of the preceding sentence and after payment to the Lessee by the condemning authority of whatever compensation and damages are determined to be owing Lessee for Lessee's property interests in the Premises, the Lessor is entitled to receive any remaining portion of the condemnation award. If a partial taking of the Premises occurs, this Agreement will continue in effect with respect to that portion of the Premises not taken and, effective as of the earlier of the dates on which the condemning authority takes title to or possession of the part taken, the rent payable under the terms of this Agreement will be reduced in proportion to the reduction in the area of the Premises. If, however, the remaining portion of the Premises not taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction and commercial feasibility as immediately before the taking, then Lessee may terminate this Agreement by delivering written notice to the Lessor by the date that is one hundred twenty (120) days after the day of the taking. Lessee's notice must specify the date the termination will become effective, which date will not be earlier than the date of such taking. If a termination occurs in accordance with the foregoing, Lessee shall pay and shall satisfy all rents and charges due and accrued hereunder up to such date of such termination and shall perform all of the obligations of Lessee hereunder to such date, and thereupon this Agreement and the Term shall cease and terminate. If a taking for a temporary period occurs, this Agreement will continue in full force and effect and the entire award payable in respect of that taking will be payable to Lessee, except for any portion sought by and attributable solely to Lessor's interest in the Premises, subject to provisions of any agreements among Lessee, the Leasehold Mortgagee and any party holding an interest with respect to the Premises.

(10) LESSOR WAIVER OF RIGHT TO CERTAIN RENTALS: During the entire Term hereof, Lessor will have no right, and expressly waives any right arising under applicable Law, in and to the rentals that will become due to Lessee under the terms of any approved sublease of any part of the Improvements. Lessee may assign those rentals to the

Leasehold Mortgagee without any consent or approval of the County. Nothing in this article shall (a) alter County's ownership of the Improvements in accordance of this Agreement, (b) alter Lessee's obligations to commence paying Lessor fair market rentals or other rentals on the Improvements as provided in Article 3 (Rentals and Payments) or (c) provide Lessee with any ownership claim to the Improvements or the rentals therefrom after the conclusion of the Term of this lease.

(11) NON-MERGER OF FEE AND LEASEHOLD INTEREST: Under no circumstances will the fee estate of the Lessor and the leasehold estate created by this Agreement, or any sublease created hereunder merge, even though owned by the same party, without the Leasehold Mortgagee's written consent.

(E) Estoppel Certificate: Upon written request from time to time by Lessee, a Leasehold Mortgagee, a prospective Leasehold Mortgagee, or a prospective assignee of Lessee's interest in the Premises, the Lessor shall execute and deliver to the requesting party an estoppel certificate in the form reasonably requested by the requesting party. Lessor shall have at least 60 (sixty) days from its receipt of such request to provide such estoppel certificate. In each such certificate, the Lessor shall certify, to the extent that it then has knowledge: (i) the amount of the monthly rent that Lessee is then obligated to pay under the terms of this Agreement and the date through which Lessee has paid that rent, (ii) that this Agreement is in full force and effect, (iii) the specific nature of any default that the Lessor knows to exist in respect of either party's performance of its respective obligations under the terms of this Agreement, (iv) the specific nature of any defence or offset that the Lessor may assert in connection with any effort on Lessee's part to enforce any of the obligations the Lessor undertakes under the terms of this Agreement, and (v) that it has not received notice of any pending eminent domain proceedings or other governmental actions or judicial actions of any kind against the Premises. Notwithstanding the preceding, no estoppel issued pursuant to this Section shall waive or limit the County's regulatory or police powers with respect to the Premises, including with respect to circumstances which exist prior to the issuance of any estoppel under this Section.; nor shall any such estoppel bar or limit the County from collecting any taxes, impact fees, or other assessments which may due arising out of Lessee's use of the Premises.

(F) Leasehold Mortgagee's Right To New Lease: The provision of this Article 11 (Assignment and Subletting and Conditions of Financing) will survive the termination, rejection or disaffirmance of this Agreement and will continue in full force and effect thereafter to the same extent as if this Article 11 (Assignment and Subletting and Conditions of Financing) were a separate and independent contract made by the Lessor, Lessee, and the Leasehold Mortgagee. The Lessor's agreement set forth in this Article 11 (Assignment and Subletting and Conditions of Financing) to enter into a new lease with the Leasehold Mortgagee constitutes a separate agreement with the Lessor and the Leasehold Mortgagee, which shall be on substantially identical terms to those set forth in this agreement. The Lessor agrees that the Leasehold Mortgagee shall be a third-party beneficiary to the terms of this Agreement, and that such third-party beneficiary status shall be unaffected by the rejection or disaffirmance of this Agreement in any bankruptcy proceeding by any party.

ARTICLE 12
Insurance

12.01 Insurance Required:

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

(A) Commercial General Liability Insurance: Commencing on the date of execution of this Lease by Lessee and ending on the first to occur of the date of Substantial Completion of the Facility as evidenced by a Certificate of Occupancy or the date Lessee commences using the Premises (or any part thereof) for the conduct of its business (other than construction), Lessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Five Million Dollars ($5,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. Commencing on the first to occur of the date of Substantial Completion of the Facility as evidenced by a Certificate of Occupancy or the date Lessee commences using the Premises (or any part thereof) for the conduct of its business (other than construction), Lessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Ten Million Dollars ($10,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations.

(B) Automobile Liability Insurance: Lessee shall maintain Business Automobile Liability Insurance with limits of liability not less than Five Million Dollars ($5,000,000) each occurrence for owned, non-owned and hired automobiles. If Lessee transports fuel, the policy must include CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement or equivalent. In the event Lessee has no owned automobiles, Lessee shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Business Auto Liability policy.

(C) Pollution and Remediation Legal Liability Insurance: To the extent required under Section 9.16 (Waiver and Release), in an amount not less than $2,000,000 covering third -party claims, Remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials at the Lessee's Premises.

(D) Workers Compensation: As required by Chapter 440, Florida Statutes.

(E) Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability: If Lessee shall locate, upon the Premises, any storage tank subject to regulation or registration by the Florida Department of Environmental Protection, or any successor entity, then Lessee shall maintain Third-Party Storage Tank Pollution Liability Insurance, or similar Environmental Impairment Liability Insurance at a minimum limit not less than One Million Dollars ($1,000,000) per occurrence at each location and Two

Million Dollars ($2,000,000) annual aggregate at each location providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, Remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of One Hundred Thousand Dollars ($100,000), Lessee shall provide a copy of Lessee's most recent annual report or audited financial statements to County at County's request and County may reject or accept a higher self-insured retention or deductible based on Lessee's financial condition.

(F) Builders Risk and Property Insurance: The Lessee and/or its sublessee(s), at its (and/or their) sole cost and expense, throughout the Term of this Agreement, shall keep the Improvements insured on an "All Risk" basis in an amount not less than 100% of the full replacement value of the Improvements against loss or damage (in excess of a reasonable per occurrence deductible amount, which shall be the responsibility of the Lessee) by fire, lightning, tornado, hurricane, windstorm, hail, flood, earthquake, explosion, riot, riot attending strike, civil commotion, vandalism and malicious mischief, sprinklers and sprinkler leakage, aircraft, vehicles and smoke, or any other casualty in an amount not less than 100% of the full replacement value of the Improvements to the extent such coverage is commercially available at commercially reasonable rates. The full replacement value of the Improvements shall be established as of the date each Improvement is constructed and a certificate of completion (or Certificate of Occupancy) for same is issued by the appropriate Governmental Authority with jurisdiction over same and shall be re-established at intervals of not more than three (3) years thereafter, by the firm and professional property evaluators used by the County for establishing replacement values for County property. Any deficiency in the amount of the proceeds from such property insurance resulting from a failure by the Lessee to re-establish the full replacement value of the Improvements shall be the sole responsibility of the Lessee.

(G) Business Interruption Insurance: The Lessee at its sole cost and expense throughout the Term of this Agreement shall maintain business interruption insurance at a minimum, in an amount sufficient to continue making Land Rent, and payments of taxes and insurance, during the rebuilding period as a result of damage to the Improvements.

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 financial strength, and no less than "VII" as to financial size in accordance with the latest edition of "Best's Key Rating Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of the County's Risk Management Division.

12.02 Insurance Certificates Required:

Prior to the Operation Phase and annually thereafter, the Lessee shall furnish or cause to be furnished certificates of insurance to the Department which certificates shall clearly indicate that:

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

(B) The policy cancellation notification provisions specify at least 30 days advance written notice of cancellation to the County;

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

(D) The County is named as a loss payee with respect to the required builder's risk and property insurance provided by the Lessee;

(E) Business Auto Liability insurance;

(F) Hangar keeper's Legal Liability and Workers' Compensation insurance; and

(G) Storage Tank Third-Party Liability/Environmental Impairment Liability insurance, if applicable to Lessee's operations. On said insurance certificates, unless specifically shown to be excluded thereon, commercial general liability coverage shall include contractual liability, and notification of cancellation shall include notification of material changes in the policies.

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

12.03 Compliance:

Compliance with the requirements of this Article 12 (Insurance) shall not relieve the Lessee of its liability under any other portion of this Agreement or any other agreement between the County and the Lessee.

12.04 Right to Examine:

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

12.05 Personal Property:

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

ARTICLE 13
Default, Remedies and Termination

13.01 Payment Defaults:

Failure of the Lessee to make all payments of rentals, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option terminate this Agreement after fifteen (15) calendar days' notice in writing to the Lessee and any Leasehold Mortgagee pursuant to Section 11.04(D)(4), unless the default is cured within the notice period. Lessor's delay to provide notice to any Leasehold Mortgagee shall not toll or otherwise affect the cure period for the Lessee.

13.02 Insurance Defaults:

The Lessor shall have the right, upon thirty (30) calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with **Article 12** (Insurance) hereof prior to Commencement of Construction, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice or grace period.

13.03 Other Defaults:

(A) The Lessor shall have the right, upon 45 (forty five) calendar days written notice to the Lessee and any Leasehold Mortgagee pursuant to Section 11.04(D)(4), 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 45 (forty five) days period, in the sole discretion of the Lessor, the Lessee has commenced substantial corrective steps within such 180 (one-hundred eighty) days period and diligently pursues same to completion; provided that, the Lessee shall not be deemed in default hereunder if such Lessee's default shall have been caused by a Force Majeure Event or a preceding default of the Lessor hereunder:

(1) Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees and charges when due, and the covenants to provide required evidence of insurance coverage, including failure to commence construction of Improvements in accordance with Project Construction Schedule (subject to Excusable Delays);

(2) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein or otherwise approved by County, by the Lessee;

(3) Failure of the Lessee to materially comply with any applicable Environmental Law;

(4) The abandonment by Lessee of the Premises or discontinuance of operations of the Facility pursuant to Section 13.11 (Termination by Abandonment); or

(5) If the Lessee has caused the filing of a lien against the fee simple interest of Lessor which has not been discharged, removed or bonded within (30) thirty calendar days from the County's notice to Lessee.

(B) Notwithstanding the foregoing, for any defaults related to Lessee's obligations under Article 3.02(B), the Lessee shall have 180 (one hundred eighty) days to cure such default after receipt by Lessee of written notice of such default from Lessor.

(C) Lessor's delay to provide notice to any Leasehold Mortgagee shall not toll or otherwise affect the cure period for the Lessee.

13.04 <u>County Step-in Rights</u>:

(A) As set forth below, the County will have temporary and permanent step-in rights in the event of a default by Lessee of any term under its contracts for the construction of Improvements has occurred and Lessee shall have failed to cure (to the extent curable) such default within any applicable notice period. The Lessee shall ensure that all of its contracts with respect to the Improvements, including contracts with Contractors and Subcontractors, permit the County to exercise its step-in rights pursuant to this Article and provide for assignment to the County as necessary to implement the County's step-in rights. County shall negotiate in good faith and enter into any consent or direct agreements with such Contractors and Subcontractors that may be necessary to govern County's step-in rights under this Section 13.04.

(B) <u>County's Step-in Rights After Substantial Completion</u>: If, after Substantial Completion, a material breach by the Lessee of any of its obligations under this Agreement (a) has resulted in a public health or safety emergency, or is imminently likely to create an immediate and serious threat to the health or safety of any person, any property, the environment, or the long-term operation of MIA or the integrity thereof or (b) results in any other user of MIA deciding to cease or reduce its use of MIA, then the County, acting reasonably, may:

(1) if the County determines that there is sufficient time and that it is likely that the Lessee shall be willing and able to provide assistance, require the Lessee by written notice to take such steps as are necessary to mitigate or rectify such state of affairs, and the Lessee shall use all reasonable efforts to comply with the County's reasonable requirements as soon as reasonably practicable; or

(2) if the County determines there is not sufficient time or the Lessee has notified (or has failed to notify within the applicable time period) County that Lessee is not willing or able to take the necessary steps pursuant to Section 13.04(B), take such steps as the County considers appropriate (either itself or by engaging others) to mitigate or rectify such state of affairs and to ensure performance of the relevant work to the standards required by this Agreement (or

as close as possible to those standards as the circumstances permit). The County will carry out such steps as quickly as is practicable, and in such manner as will minimize interference with the Lessee's performance of its obligations under this Agreement.

(C) County's Rectification Rights: If the County gives notice to the Lessee per Section 13.04(B) (County's Step-In Rights After Substantial Completion) and the Lessee either (1) does not confirm, within five (5) Business Days of such notice, or such shorter period as is appropriate in the case of an emergency, that it is willing or able to take such steps as are required in such notice or present an alternative plan to the County to mitigate, rectify and protect against such circumstances; or (2) fails to take the steps as are referred to or required in such notice or alternate plan accepted by the County within such time as set forth in such notice or accepted alternate plan or within such time as the County, acting reasonably determines, then the County may take such steps as it considers necessary to mitigate, rectify or protect against such circumstances either itself or by engaging others to take any such steps. Such steps may include the partial or total suspension of the right and obligation of the Lessee to provide the relevant work, but only for so long as the circumstances referred to in Section 13.04(B) (County's Step-In Rights After Substantial Completion) subsist.

(D) No Effect on Contract Services: The exercise by the County of any of its rights under this Section 13.04 (County Step-in Rights) shall not reduce or affect in any way the Lessee's responsibility to perform its obligations under this Agreement.

13.05 Actions at Termination:

(A) On the Expiration Date, the Lessee shall satisfy Lessee's Termination Obligations and vacate, quit, surrender up and deliver the Premises to the Lessor. In the event that this Agreement is terminated by the exercise of early termination rights by either Party in accordance with this Article 13, Lessee shall satisfy Lessee's Termination Obligations and vacate, quit, surrender up and deliver the Premises to the Lessor within a reasonable period of time after such termination date. If title of the Improvements on the Premises is in the name of the Lessee at the time of termination, and if directed by the Lessor, the Lessee shall demolish, within a reasonable time after termination, all above ground Improvements on the Premises and remove all debris at its costs. Lessee shall conduct any required demolition in accordance with the code and regulatory requirements in effect at the time. If not directed to demolish the Improvements, the Lessee shall surrender the Premises in the condition required under Article 6 (Maintenance and Repair by Lessee) herein with all repairs for which the Lessee is responsible, which repairs shall be completed prior to surrender. Lessee shall execute appropriate documents confirming that title to such Improvements in Lessee's name has been transferred to Lessor. Lessee shall also take all actions necessary to allow the County to use, operate, and benefit from the Facility and Improvements as if they were the County's. Upon entering into any license, sublicense, and other agreements by Lessee and the County relating to the use of any Facility Intellectual Property by the County, Lessee is expressly estopped from bringing any claims for any type of infringement of such Facility Intellectual Property by the County, except in the event of any breach on the part of the County of such license,

sublicense, or agreement. In no event shall Lessor be required to pay any compensation or reimbursement to Lessee for such transfer of title. On or before the termination date of this Agreement, the Lessee shall remove all of its personal property from the Premises, unless otherwise required as part of Lessee's Termination Obligations.

(B) If the Lessor advises the Lessee that it has reason to believe that any Hazardous Material or environmental contaminant has been Released by Lessee's operation of the Facility within the Premises or into the ground under the Premises, then the Lessee, at its expense, shall retain an environmental consultant approved by Lessor to perform whatever environmental assessment may be required to determine the existence of and the extent of such Release. The Lessee shall comply with the recommendations and conclusions of such consultant regarding environmental clean-up efforts that may be required, and shall comply with any other clean-up requirements imposed on the Lessee by Environmental Laws.

(C) In the event of termination for Lessee's default hereunder, the Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Agreement, the following amounts as damages: (1) the reasonable costs of re-entry and re-leasing including without limitation the cost of any clean up, alteration, repair, maintenance, refurbishment, removal of personal property and fixtures of the Lessee, or any other expense occasioned by failure of the Lessee to quit the Premises upon termination and to leave them in the required condition, any reasonable remodeling costs, attorney's fees, court costs, and expenses of litigation through all levels of legal proceedings; and (2) the loss of reasonable rental value from the date of default until a new tenant has been secured.

13.06 Lien Upon Personal Property:

In the event of termination for Lessee's default, the Lessor shall have a lien upon all personal property of the Lessee that is not pledged to a third -party and located at Premises to secure the payment of any unpaid rentals, fees and charges accruing under the terms of this Agreement.

13.07 Right to Show Premises:

At any time within six (6) months of the scheduled expiration date of this Agreement or any time after the Lessee has been given notice of termination or default, pursuant to this Article 13 (Default, Remedies and Termination), the Lessor shall have the right to enter on the Premises for the purposes of showing the Premises to prospective tenants or users during regular business hours.

13.08 Other Terminations:

This Agreement shall be subject to termination in the event of any one or more of the following:

(A) The permanent abandonment of the Airport by Lessor.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part of parts thereof, in such a manner as to substantially restrict the Lessee from operating there from for a period in excess of 90 (ninety) consecutive calendar days, provided that nothing contained herein shall be deemed to constitute a waiver by the Lessee of any right it may have against the United States for just compensation in the event of any such assumption. For the duration of any such assumption by the United States Government or any authorized agency, none of Lessee's obligations shall apply or be enforceable against the Lessee. In the event Lessee can resume operations of the Facility hereunder prior to expiration of such 90 (ninety) calendar days, the Term shall be extended for a period equivalent to the period the Agreement remained suspended pursuant to this Section 13.08(B).

(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) calendar days.

13.09 Suspension in Emergency Situations:

At the Lessor's sole discretion, Lessor shall have the right to suspend this Agreement in the event that an emergency situation arises wherein the Premises are needed by the County for an emergency public purpose for as long as the Premises are needed to meet the public emergency. In the event the Agreement is suspended pursuant to this Section 13.09, unless such suspension is a result of Lessee's breach of any term or condition hereof, payment of Rent by Lessee shall be suspended, or proportionately reduced, during the period of such suspension. During the period in which this Agreement has been suspended by Lessor pursuant to this Section 13.09, none of Lessee's obligations shall apply or be enforceable against the Lessee. The Term shall be extended for a period equivalent to the period the Agreement remained suspended pursuant to this Section 13.09.

13.10 Habitual Default:

Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breach any of the terms, covenants and conditions required herein, to be kept and performed by the Lessee, whether the Lessee has cured each individual condition of breach or default as provided for in Section 13.01 (Payment Defaults), Section 13.02 (Insurance Defaults), and Section 13.03 (Other Defaults) above, the Lessee may be determined by MDAD to be an "habitual violator". At the time that such determination is made the Department shall issue to the Lessee a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breach(s) or default(s) and that any subsequent breach or default, 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 terminate this Agreement upon the giving of written notice of termination to the Lessee, such termination to be effective upon the seventh (7th) calendar day following the date of receipt thereof and all payments due hereunder shall be payable to said date,

and the Lessee shall have no further rights hereunder. Immediately upon receipt of said termination, the Lessee shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with Section 13.05 (Actions at Termination) hereof.

13.11 Termination by Abandonment:

(A) This Agreement may be immediately terminated by Lessor upon the abandonment by the Lessee of the Premises or voluntary discontinuance of operations of Lessee at the Airport for any period of time exceeding 30 (thirty) consecutive calendar days; provided, that this Article 13.11(A) shall not apply in the event of (1) abandonment of the Premises or discontinuance of operations resulting from a Force Majeure Event or default by Lessor of any of its obligations hereunder and (2) Leasehold Mortgagee shall have exercised its rights under Section 11.04. Termination pursuant to this Section 13.11(A) shall not relieve the Lessee of its rental payment obligation until new tenant has been secured nor does it constitute a waiver by the Lessor of its rights to recover damages for rental payments for the remaining Term of the Agreement.

(B) Notwithstanding this Section 13.11, in the instances that such abandonment or discontinuance has been caused by a Force Majeure Event or governmental order that prevents the Lessee's use of the Premises for the purposes authorized in Section 2.02 (Use of Premises) hereof and the Lessor and Lessee are diligently complying with this Lease, as applicable, to correct the situation in order to continue operations of the Facility, this Agreement may be terminated only after one (1) year of such abandonment or discontinuance.

(C) In the event of termination by abandonment pursuant to this Section 13.11, Lessee shall be required to satisfy Lessee's Termination Obligations.

13.12 County Defaults:

(A) This Agreement shall be subject to termination upon 180 (one-hundred eighty) calendar days' written notice by the Lessee in the event Lessor fails to comply with, perform, or observe any obligation, covenant, agreement, term or condition in this Agreement, or any of its obligations as sponsor of the Airport under applicable Law, which failure materially and adversely affects Lessee's ability to perform its rights and obligations pursuant to this Lease, including operation of the Facility as the Facility has been operated immediately prior to such default, and such failure shall continue unremedied or unwaived for a period of 180 (one hundred eighty) days after the date on which Lessor receives notice thereof from Lessee or if a cure is not reasonably possible within such time period, then within a period of time reasonably required to cure the default through the exercise of prompt, diligent and continuous effort; provided that, the Lessor shall not be deemed in default hereunder if such Lessor's default shall have been caused by a Force Majeure Event or a preceding default of the Lessee hereunder.

(B) In the event a default under Section 13.12(A) shall have occurred and has not been remedied by Lessor within the allotted cure period, the Parties may in good faith negotiate an amendment to this Agreement (i) for the Lessee to perform the work to cure such default by the Lessor and receive reimbursement for the cost, if any, of the work associated with such cure, and

(ii) to extend the term of this Agreement for a period equivalent to the period necessary for Lessee to cure such County's default, taking into account whether such extension or amendment would require prior approval of the Board.

13.13 Lessee's Remedies For County's Default:

(A) If, after the last day of the Due Diligence Phase, a default by Lessor under Section 13.12 has occurred and is continuing and continues beyond the cure period stated above, and the Parties fail to agree upon an amendment of this Agreement pursuant thereto, on or prior to the Date of Beneficial Occupancy, Lessee shall have the right to terminate this Agreement. Upon such termination, Lessor shall pay Lessee a termination fee to compensate the Lessee for the Approved Improvement Costs and all other costs and expenses incurred or accrued by Lessee in connection with the design and construction of the Improvements and the Common Use Offsite Improvements up to such termination date in an amount equal to (i) all such Approved Improvements Costs incurred or accrued by Lessee, plus (ii) without duplication, any outstanding and unpaid debt of the Lessee to finance the Improvements, plus (iii) reasonable demobilization costs, in each case as demonstrated in writing by Lessee.

(B) If, after the Date of Beneficial Occupancy, in the event of a default by Lessor has occurred and is continuing beyond the cure period stated above that shall cause the complete loss of Lessee's business or shall have caused the Lessee's business to operate at a loss on an ongoing basis, and the Parties fail to agree upon an amendment of this Agreement pursuant to Section 13.12(B), Lessee shall have the right to terminate this Agreement. Upon such termination, the Lessor shall pay compensation to the Lessee in an aggregate amount calculated as of the effective date of the termination equal to the Replacement Costs of the Improvements as determined in accordance with the procedures set forth below. In the event Lessee intends to terminate this Agreement pursuant to this Section 13.13(B), Lessee shall give a six (6) months written notice (the "**Termination Notice**") to Lessee of its intent to exercise its termination rights under this Section 13.13(B). Promptly upon receipt of the Termination Notice by Lessee, the Parties shall commence the procedure set forth in Section 13.13(C).

(C) (i) Lessor and Lessee shall in good faith negotiate the Replacement Costs of the Improvements within sixty (60) days after the date on which (A) Lessee receives the Termination Notice pursuant to Section 13.13(B). Upon reaching such agreement, the Parties shall execute an agreement setting forth the amount of such Replacement Costs of the Improvements.

(ii) If the Parties fail to agree on the Replacement Costs of the Improvements within the sixty (60) days period provided in paragraph (i) above, Lessee shall, within thirty (30) days thereafter, select an appraiser and notify Lessor in writing of the name, address and qualifications of such appraiser. Within thirty (30) days following Lessor's receipt of Lessee's notice of the appraiser selected by Lessee, Lessor shall select an appraiser and notify Lessee of the name, address and qualification of such appraiser. Such two appraisers shall endeavor to agree upon the Replacement Costs of the Improvements based on a written appraisal made by each of them as of the date of termination of this Agreement as set forth in the Termination Notice. A determination of the Replacement Costs of the Improvements by such two Appraisers shall be final and binding on the Parties absent manifest error.

(ii) If such two appraisers shall be unable to agree upon a Replacement Costs of the Improvements within twenty (20) days after the selection of an appraiser by Lessor, then such appraisers shall advise Lessor and Lessee of their respective determination of the Replacement Costs of the Improvements and shall select a third appraiser to make the determination of the Replacement Costs of the Improvements. The selection of the third appraiser shall be binding and conclusive upon Lessor and Lessee.

(iii) If such two appraisers shall be unable to agree upon the designation of a third appraiser within ten (10) days after the expiration of the twenty (20) day period referred to in clause (iii) above, or if such third appraiser does not make a determination of Replacement Costs of the Improvements within twenty (20) days after his selection, then either Party may petition a court of competent jurisdiction located in Miami-Dade County in the State of Florida to appoint an independent third-party appraiser having the requisite reputation and experience. The determination of the Replacement Costs of the Improvements made by the third appraiser appointed pursuant hereto shall be made within sixty (60) days after such appointment.

(iv) All appraisers selected or appointed pursuant to Section 13.13(C)(ii) and (iii) shall (A) be independent qualified appraisers which are nationally recognized and experienced in appraising similar assets, (B) have no right, power or authority to alter or modify the provisions of this Lease, (C) utilize the definition of Replacement Costs of Improvements set forth in this Agreement, and (D) comply with the terms under this Section 13.13, as applicable. In conducting the appraisal, and before issuing an appraisal report, each independent third-party appraiser shall afford reasonable and comparable opportunity to each Party to provide such appraiser with information, data, analysis, and reasons supporting such Party's view on the assessment of the Replacement Costs of the Improvements. After receipt of each of the Parties' comments, the appraiser shall consider and evaluate all comments, prepare a final appraisal report stating the final Replacement Costs of the Improvements, and deliver the final appraisal report to both Parties. The final report from the third Appraiser shall be binding and conclusive upon Lessor and Lessee absent manifest error. The reasonable costs and expenses of the appraisers shall be borne by Lessor.

13.14 No Waiver of Remedies:

No failure to exercise, and no delay in exercising, any right or remedy by any of the Parties under this Agreement will be deemed to be a waiver by such Party of its right or remedies hereunder. No waiver of any breach of any provision of this Agreement by any of the Parties will be deemed to be a waiver by such Party of any subsequent breach of that provision or of any similar provision. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or otherwise, to seek any damages or losses.

ARTICLE 14
Special Conditions

14.01 Quality of Services:

The Lessee shall furnish the services required and authorized, pursuant to Article 2 (Use of Premises) hereof, on a good, prompt and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof. Lessee's obligations pursuant to this Section shall be interpreted and deemed to be identical to Lessor's obligations pursuant to Lessor's FAA Grant Assurances with respect to quality of services.

14.02 Nondiscriminatory Prices:

For sales of products or services on the Premises or the subletting of any facilities as permitted by MDAD, Lessee shall charge fair, reasonable, customary, and not unjustly discriminatory prices for each unit of sale or service or sublease; provided, however, that the Lessee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the Lessee's services. Lessee's obligations pursuant to this Section shall be interpreted and deemed to be identical to Lessor's obligations pursuant to Lessor's FAA Grant Assurances with respect to nondiscriminatory pricing.

14.03 County's Obligations:

The Lessee, in recognition of the County's obligation, pursuant to Section 22 of Part V of the Federal Aviation Administration's standard grant assurances, to enforce the provisions of Sections 14.01 (Quality of Services) and 14.02 (Nondiscriminatory Prices) above, agrees that the Lessor may, from time to time, promulgate standards, methods and procedures for and monitor and test the provision of services hereunder and may require the Lessee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Lessor reasonably determine that the Lessee is not in compliance with the provisions of Sections 14.01 (Quality of Services) or 14.02 (Nondiscriminatory Prices) above, the first such occurrence shall be considered a curable default, pursuant to Section 13.03 (Other Defaults) hereof, and subsequent occurrence(s) shall be considered a material breach of this Agreement, entitling the Lessor to the remedies provided in this Agreement or by Law.

14.04 Special Events.

Upon at least 60 (sixty) days written notice from the Department to Lessee, the County may require the Lessee to surrender portions of the Premises for certain periods of time during the Term of this Agreement for the purpose of allowing the use of designated portions of the Premises by others in connection with air shows and other special events. Said use of portion of the Premises shall not exceed 10 (ten) days in the aggregate or more than three events per year. For any day or part of a day that the Premises are so used, rental payments hereunder will be abated. The Department shall actively keep the Lessee advised of all of the planning for such events, air shows, or County sponsored special events, if portions of the Premises are so used.

ARTICLE 15
Equal Employment Opportunity, Nondiscrimination and Affirmative Action

The Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the Airport is used by the County or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the County or any transferee retains ownership or possession of the Airport.

15.01 Employment Discrimination:

The Lessee shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, ancestry, sexual orientation or disability. The Lessee shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to, provisions pertaining to employment.

15.02 Equal Employment Opportunity:

In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), the Lessee 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 Lessee 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 Lessee agrees 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 Lessee 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 Proficiency (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 Lessee shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

15.03 Nondiscriminatory Access to Premises and Services:

The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, sex, national origin, disability, sexual orientation or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, sex, national origin, disability, sexual orientation or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the improvements; and (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to then enforceable regulations of the Department of Transportation, as amended from time to time.

15.04 Breach of Nondiscrimination Covenants:

In the event it has been determined that the Lessee has breached any enforceable nondiscrimination covenants contained in Sections 15.01 (Employment Discrimination) and Sections 15.03 (Nondiscriminatory Access to Premises and Services), pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Lessee fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to Section 13.03 (Other Defaults) hereof.

15.05 Nondiscrimination in Employment and Sub-Contracts:

During the performance of this Agreement, the Lessee agrees as follows: The Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, 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 Lessee 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 Lessee's books, records, and accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Lessee's noncompliance with the nondiscrimination clauses of this Agreement or with any 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 Lessee

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 Lessee will include Section 15.02 (Equal Employment Opportunity and Section 15.03 (Nondiscriminatory Access to Premises and Services) of this Article in the Lessee 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 Lessee 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 Lessee becomes 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 Lessee may request the United States to enter into such litigation to protect the interests of the United States.

15.06 Title VI Clauses for Compliance with Nondiscrimination Requirements:

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest agrees as follows:

(A) Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are set forth in Section 15.08.

(B) Non-discrimination: The Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-lessees, Contractors, or subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities set forth below, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(C) Solicitations for sub-leases or subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a sub-lease or subcontract, including procurements of materials, or leases of equipment, each potential sub-lessee, Contractor, or subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Lessee will provide all information and reports required by the Acts, the regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities

as may be determined by the Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the Nondiscrimination provisions of this Lease, the sponsor will impose such Lease sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(1) Withholding payments to the Lessee under the Lease until the Lessee complies; and/or

(2) Cancelling, terminating, or suspending a Lease, in whole or in part.

(F) Incorporation of Provisions: The Lessee will include the provisions of paragraphs (A) through (E) in every sublease and subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016, Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any sublease or subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-lessee, Contractor, subcontractor, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

15.07 <u>Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</u>:

(A) The Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

(B) With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the County will have the right to terminate the

Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

15.08 Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Lessees, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 16
Security and Special Provisions

16.01 Security:

The Lessee acknowledges and accepts full responsibility for (i) the security and protection of the Premises, any improvements thereon, its equipment and property on the Airport and (ii) all breaches of federal and Lessor security requirements by Lessee's employees or those persons for whom Lessee has responsibility under Section 16.02, and (iii) control of access to the AOA or any Security Identification Display Area ("**SIDA**") through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee's Premises, to the AOA/SIDA. All such security measures by the Lessee shall be in accordance with 49 CFR Part 1542 and the Airport Security Plan.

16.02 Security Identification Display Areas Access - Identification Badges:

The Lessee shall be responsible for (i) assuring that all of Lessee's employees, and all employees and persons of entities accessing the AOA/SIDA through the Premises on behalf of Lessee have appropriate SIDA Identification Badges and comply with all federal and Lessor security requirements applicable to the Premises and SIDAs, (ii) immediately reporting to MDAD all lost or stolen ID badges of Lessee's employees and/or visitors' badges provided by Lessee, and (iii) immediately returning the ID badges of any of Lessee's employees that are transferred from the Airport or terminated from the employ of the Lessee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the Department, before an ID badge is issued. The Lessee shall pay, or cause to be paid, to the Department any fines or penalties imposed on Lessor for a violation of the security requirements set forth herein, as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Department in accordance with this Article. The Department shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of ID badges, which data may include the fingerprinting of employee applicants for the badges.

16.03 AOA - Driver Training:

Before the Lessee shall permit any employee to operate a motor vehicle of any kind or type on the AOA, the Lessee shall require such employee to attend and successfully complete the AOA Driver Training Course conducted from time to time by 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 Lessee shall be responsible for ensuring that all such vehicle operators possess current, valid, appropriate Florida driver's licenses.

16.04 Alcohol and Drug Testing:

The Lessee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish

a drug free workplace and to establish policies and programs to ensure airport safety and security. The Lessee acknowledges that the Department, on behalf of the County, has the right to require users of the Airport (Lessee, permittees, licensees, etc.) to establish reasonable programs to further the achievement of the objectives described herein. Accordingly, the Lessee shall establish programs (1) for pre-employment alcohol and drug screening for all candidates for employment at the Airport who will as a part of their duties (a) be present on the AOA; (b) operate a motor vehicle of any type on the AOA; or (c) operate any equipment, motorized or not, on the AOA and (2) for the same or similar screening based upon a reasonable suspicion that an employee, while on duty on the AOA, may be under the influence of alcohol or drugs. Notwithstanding the above, the Lessee specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

16.05 Drug-Free Workplace Default:

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

Subject to the notice and cure period under Section 13.03, this Agreement may be terminated by the County, if the Department or the County Mayor determines any of the following:

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

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

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

16.06 Special Programs:

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

16.07 Vehicle Permit and Company Identification:

Motor vehicles and equipment of the Lessee operating on the AOA must have an official motor vehicle identification permit issued pursuant to Section 25-9.7 of the Miami-Dade County Code. In addition, company identification must be conspicuously displayed thereon.

16.08 Federal Agencies Right to Consent:

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

16.09 AOA - Right to Search:

(A) The Lessee agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA.

(B) It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Lessee from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD's or the TSA/Federal agencies' SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Department or his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

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

16.10 Additional Security Requirements.

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

16.11 Compliance by Lessee's Contractors; Lessee's Responsibility for Security Failures.

Lessee agrees that it will include in all contracts and subcontracts with its Contractors, subcontractors, service providers and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Lessee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the Federal government upon Lessee's Contractors, subcontractors, service providers, suppliers and their individual employees for a violation of applicable security provisions, Lessee shall be responsible to the

County for all such violations and shall indemnify and hold County harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

16.12 Right of Flight:

There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the Premises. This public right of flight shall include the right to cause in said air space any noise inherent in the operation of any aircraft now known or hereafter used for navigation or flight through the said air space or landing at, taking off from, for operating on the Airport.

16.13 Height Restrictions:

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the 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. County expressly agrees for itself, its successors and assigns, to restrict the height of any new structures, objects of natural growth and other obstructions on the Airport within areas owned by, and under the exclusive control of, the County, which would infringe on the approved departure and arrival path to any vertiports that may be constructed on the Premises. Notwithstanding any provision of this Section to the contrary, the Parties acknowledge and agree that nothing in this Section shall be construed as requiring County to modify or otherwise restrict the height of existing structures or improvements in order to accommodate the Facility or to modify MIA's current or future development plans as set forth in the FAA-approved Airport Layout Plan or MDAD master plan as of the date hereof.

ARTICLE 17
Employees

17.01 Control of Employees:

The Lessee shall properly control the actions of its employees at all times that said employees are working on the Airport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public. Lessee agrees to properly instruct its employees on all security requirements applicable to their actions at the Airport and the remedies, penalties and sanctions that may result from a failure to comply with such security requirements. Lessee acknowledges that any employee of Lessee failing to comply with applicable security requirements shall be individually subject to remedies, penalties and sanctions provided in security provisions then applicable to their actions and that such remedies may include, but not be limited to, arrest and incarceration following conviction at trial, administrative meetings and hearings, fines, compulsory remedial training, and temporary or permanent loss of access privileges at the Airport.

17.02 Lessee's Responsibility for Employee Violations:

In the event the Lessee is in default of the covenants in Section 17.01 (Control of Employees) for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling

public, the Department shall have the right to require the Lessee to conduct an investigation into any claimed violation of the covenants; if such investigation substantiates a violation, Lessee agrees to administer appropriate discipline up to and including discharge of the offending employee. Lessee acknowledges that notwithstanding any such disciplinary action taken by Lessee, County shall have the right to revoke or suspend the ID badge of any such employee in the manner set forth in Section 16.02 (Security Identification Display Areas Access- Identification Badges).

ARTICLE 18
Civil Actions

18.01 Governing Law; Venue:

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

18.02 Notice of Commencement of Civil Action:

In the event that the Lessor or the Lessee commences a civil action where such action is based in whole or in part on an alleged breach of this Agreement, the Lessor and the Lessee agree that service of process shall be made pursuant to the rules of civil procedure in the court in which the action has been filed.

In the event that the County or the Lessee commences a civil action where such action is based in whole or in part on an alleged breach of this Agreement, and if Lessee has complied with its obligation to appoint a Registered Office/Agent under Section 18.03, County shall effect any initial service of process upon Lessee through such Registered Office/Agent in compliance with applicable rules of civil procedure pertaining to the court in which the action is brought and Lessee shall effect any initial service of process upon County in the manner provided by state or federal law applicable to the court in which the action is brought. If Lessee has failed to comply with such obligation, then the County and the Lessee agree to waive the foregoing procedure for initial service of process and agree to submit themselves to the jurisdiction of the court in which the action has been filed whenever service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (a) the Party indicated in Section 20.07 (Notices) on behalf of the County and (b) with a copy to the County Attorney, Aviation Division, P.O. Box 025504 Miami, Florida 33132-5504.

(B) Upon the Lessee: by personal service or by Certified Mail, Return Receipt Requested, upon the Party indicated in Section 20.07 (Notices) on behalf of the Lessee, with a copy to whatever attorney the Lessee has designated in writing, if any.

In the event that the County and/or the Lessee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting Party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

18.03 Registered Office/Agent; Jurisdiction:

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

ARTICLE 19
Trust Agreement

19.01 Incorporation of Trust Agreement by Reference:

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the Parties hereto that the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002, by and between the County and the JPMorgan Chase Bank as Trustee and Wachovia National Bank as Co-Trustee, (the "**Trust Agreement**") which Trust Agreement is incorporated herein by reference thereto, as applicable, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of the Department during normal working hours or may be viewed by following the link below:

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

19.02 Adjustment of Terms and Conditions:

If, at any time during the Term of this Agreement, a court or Federal Agency of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the Lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment or rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

19.03 Modifications Caused by DOT Order.

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

ARTICLE 20
Other Provisions

20.01 No Representation:

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

20.02 Headings:

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

20.03 Interference:

The Lessee further expressly agrees to prevent any use of the Premises, which would materially interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard. Lessee shall be solely responsible for designing, constructing, and operating the Premises such that interference with Other Airport Property, including but not limited to easements, utilities, rights of way, etc., or the creation of any hazard is entirely avoided or entirely mitigated, unless such designing, constructing or operating concept has been previously approved by Lessor. If Lessor identifies and notifies the Lessee of any such interference, Lessee shall have sixty (60) days from receipt of such notice to cure the material interference.

20.04 Authorized Uses Only:

The Lessee shall not use or permit the use of the Premises for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate, any insurance policies of the County or any policies of insurance written on behalf of the Lessee under this Agreement.

20.05 Binding Effect:

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

20.06 Subordination to Federal Requirements

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

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

20.07 Notices:

Subject to Section 18.02, 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 courier or other accepted overnight service, registered or certified mail, return receipt requested, to the parties as follows:

As to the Lessor:

Director
Miami-Dade County Aviation Department
Post Office Box 0255504
Miami, Florida 33102-5504

Credit Manager
Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida, 33102-5504

As to the Lessee:

Miami Gateway Partners LLC
295 Madison Avenue
Suite 1125
New York, NY 10017
Attention: Sami Teittinen

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 or courier or overnight service receipt. Hand delivered notices

shall be deemed received by the Lessee when presented to the local management representative of the Lessee.

20.08 Rights Reserved:

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

20.09 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport, except for the Facility and any other Improvement during the term of this Agreement. The County shall, in the exercise of such right, be free from any and all liability to the Lessee for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole active negligence of the County, its employees, or agents.

20.10 Rights to be Exercised by Department:

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

20.11 No Waiver:

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

20.12 Right to Regulate:

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Zoning Department (as it may be renamed from time to time), the Planning Department, or any department, board or agency of the County to agree to any specific request of the Lessee that is related in any way to the regulatory or quasi-judicial power of the County; and the County shall be released and held harmless by the Lessee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests, provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action .

20.13 Severability:

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

20.14 Inspections:

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

20.15 Payment of Taxes:

The Lessee shall pay all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Agreement; provided, however, the Lessee shall have the right to contest the validity or the assessed amounts and shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes or the amounts assessed. Failure to pay the taxes upon the adverse ultimate conclusion of such legal proceedings against the Lessee shall constitute a default.

The Lessee shall also provide proof to the County, on an annual basis, that the property taxes have been satisfied.

20.16 Quiet Enjoyment of Others:

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

20.17 Radon Disclosure:

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

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

20.18 Force Majeure:

The terms and conditions of this Agreement (with the exception of the obligation of the Lessee to pay the amounts required by the terms of this Agreement) shall be subject to "**Force Majeure**". Neither the County nor the Lessee shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of unforeseen circumstances due to war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood, hurricane, tornado, lightning, wind damage, or because of any Law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof because of any Act of God or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected (each such event, a "**Force Majeure Event**"), provided that notice of such Force Majeure Event 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 Force Majeure Event lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the implementation of this Agreement. Notwithstanding the foregoing, the prevention or delay of performance caused by the coronavirus pandemic 2019 (COVID-19) shall in no way be deemed by Lessee as a condition subject to Force Majeure.

20.19 Destruction of Premises:

In the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty (and in each such event the Lessee was not at fault in whole or in part) during the life of this Agreement that the Premises or any portion thereof are rendered un-leasable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof leasable by repairs completed within a reasonable period of time.

(A) Total Destruction: In the event the County elects not to render the Premises leasable, if destroyed or damaged in their entirety, the Lessee shall be so notified in writing by the Department, and this Agreement shall be deemed terminated as of the date of the casualty, with the Lessee being liable only for payment of rentals on a pro rata basis as to whatever portion(s) of the Premises which were leasable and used by the Lessee following the casualty. In such event, the Department shall endeavor to find adequate replacement premises for the Lessee in existing sites or facilities on the Airport.

(B) If the casualty was caused in whole or in part by the Lessee, its officers, employees, agents, contractors or trespassers, then the Lessee shall not have the right to terminate this Agreement and shall be responsible under other provisions of this Agreement for payment to the County of all damage to the Premises, plus the loss of rentals attributable to the damaged or destroyed Premises.

(C) If the Premises, or any portion thereof, are damaged by fire, the elements or other casualty, Lessee shall promptly remove all loose debris resulting from such damage from the Premises that may result in foreign object debris and shall promptly take such actions as will place the Premises in an orderly condition for the safety of Persons entering upon the Premises pending restoration of the Premises to the condition existing prior to such damage. If Lessee fails to promptly comply with the provisions of this Section,

County may take such measures as it reasonably deems necessary to render the Premises in a safe condition. Lessee agrees that Lessee shall fully assume and be liable to County for payment of any costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of written notice provided by County.

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 9 (Environmental Compliance), the County's right and obligation to make certain repairs, alterations, and additions under Articles 6 (Maintenance by Lessor) 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 Section 16.12 (Right of Flight), all of which provisions and others in this Agreement, the Lessee acknowledges may cause disruption and disturbance to the Lessee, and upon the observance by the Lessee of all the terms, provisions, covenants, and conditions imposed upon the Lessee hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the Term of this Agreement; provided, however, that the County shall not be liable for any violation of this clause or for any disturbance or disruption in or to the Lessee's business, for acts or omissions of Lessee, other users of the Airport, third parties, 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.

20.23 County Retains All Existing Easements:

Nothing herein shall be construed as waiving or relinquishing any easements, or rights of way, licenses, or other encumbrances currently burdening the Premises in favor of the County including but not limited to, easements, rights of way, or licenses issued by the Miami-Dade County Aviation Department for the benefit of any other County department or for the County generally. Lessee takes this lease subject to all such easements, rights of way, licenses, or other encumbrances, whether or not such easements, rights of way, licenses, or other rights have been disclosed by the County, and whether or not such easements, rights of way, licenses, or other encumbrances were known or knowable by Lessee in the exercise of its due diligence.

ARTICLE 21
Additional Provisions

21.01 Inspector General Reviews:

(A) Independent Private Sector Inspector General Reviews: Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "**IPSIG**"), whenever the County deems it appropriate to do so. Upon written notice (which shall be no later than 30 (thirty) days prior) from the County to Lessee, the Lessee shall make available to the IPSIG retained by the County, all reasonably requested records and documentation pertaining to this Agreement for inspection and reproduction. Such requests made by the IPSIG shall neither adversely impact Lessee's ability to perform its obligations hereunder nor shall impose unreasonable expenses on Lessee. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Lessee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Lessee, its officers, agents, employees, Contractors, subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Lessee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Lessee or any third-party.

(B) Miami-Dade County Inspector General Review: According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

(C) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable Law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Lessee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

(D) Upon written notice to the Lessee from the Inspector General or IPSIG retained by the Inspector General, the Lessee shall make all reasonably requested records and documents available to the Inspector General or IPSIG for inspection and copying. The

Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Lessee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreement forms with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Contractor Documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

21.02 Federal Aviation Administration (FAA) Provisions:

(A) All contracts and subcontracts of the Lessee for goods and services in connection with this Lease shall incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act ("**FLSA**"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(B) All contracts and subcontracts of the Lessee for goods and services in connection with this Lease shall incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and its Contractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

21.03 Eminent Domain:

(A) Entire Taking. If all of the Premises are acquired by eminent domain or sale in lieu of condemnation (including, without limitations, any taking by the FAA or change to the FAA Regulations, or change in the Runway Protection Zones, Object Free Area, height limitation or use, any of which affect the Premises in their entirety), during the Term of this Agreement for any public or quasi-public purpose, under any statute or regulation, or by right of eminent domain, this Agreement shall terminate on the date that surrender of possession to the condemning authority is required by court order or other binding agreement in lieu of condemnation, and rent due under this Agreement shall be pro-rated as of the date of said termination, and Lessee shall be entitled to any claim against the condemning authority for which the Lessee may be entitled. Lessor shall not object to Lessee's presentation of evidence at any trial on the issue of full or just compensation, provided that such presentation does not affect Lessor's right to present Lessor's evidence. No compensation settlement of Lessee's leasehold interest or sale in lieu of condemnation

of Lessee's leasehold interest shall be entered into by Lessor without Lessee's prior written consent. Lessee shall be entitled to recover, out of any condemnation award or proceeds of sale in lieu of condemnation, compensation for the value of Lessee's unexpired leasehold interest as agreed to by Lessor and Lessee, or absent such agreement, as determined in an apportionment proceeding, to the extent provided by Law, including, but not limited to, any inverse condemnation claim. Nothing in this Agreement shall prohibit Lessee from asserting a separate claim for business or other damages, including, but not limited to, the loss of value of its trade fixtures, and moving costs to the extent allowed by Law. Nothing herein shall affect Lessor's right to receive any amounts that may be due Lessor from the condemning authority to the extent allowed by Law.

(B) Partial Taking. If a portion of the Premises is acquired by eminent domain or sale in lieu of condemnation (including, without limitations, any taking by the FAA or change to the FAA Regulations, or change in the Runway Protection Zones, Object Free Area, height limitation or use, any of which affect the portion of the Premises) during the Term of this Agreement for any public or quasi-public purpose, under any statute or regulation, or by right of eminent domain, and if, in Lessee's reasonable discretion, the remainder of the Premises cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction, and commercial feasibility, as immediately before such Taking, Lessee shall have the right, to be exercised by written notice no later than one hundred twenty (120) calendar days after surrender of possession to the condemning authority is required, to terminate this Agreement on a date to be specified in said notice, but Lessee shall be entitled to any claim against the condemning authority for which the Lessee may be entitled, including, but not limited to, any inverse condemnation claim. In the event of termination by Lessee under this Section 21.03(B), Lessee shall pay Land Rent pro-rated through the date of termination and shall perform all of the obligations of Lessee hereunder to such date. Lessee shall also have the right to separately claim all damages including but not limited to business damages from the condemning authority to the extent allowed by Law and no compensation settlement of Lessee's Leasehold interest or sale in lieu of condemnation of Lessee's Leasehold interest shall be entered into by Lessor without Lessee's prior written consent; provided, however, that nothing in this Article shall affect Lessor's right to receive any amounts that may be due Lessor from the condemning authority to the extent allowed by Law.

(C) Temporary Taking. If the whole or any part of the Premises or of Lessee's interest under this Agreement is acquired by eminent domain or sale in lieu of condemnation (including, without limitations, any taking by the FAA or change to the FAA Regulations, or, change in the Runway Protection Zones, Object Free Area, height limitation or use), a temporary interest, this Agreement for any public or quasi-public purpose, under any statute or regulation, or by right of eminent domain, shall not automatically terminate by reason thereof, but Lessee shall be entitled to any claim against the condemning authority for which the lessee may be entitled, including, but not limited to, any inverse condemnation claim. Lessee shall not be required to pay Land Rent for any portion of the Premises which is temporarily not usable by Lessee, and such Land Rent reduction shall be determined on a pro rata basis based upon the area that remains usable. Lessee shall perform all other obligations under this Agreement, except to the extent that

Lessee may be prevented from so doing due to the temporary occupancy by the condemning authority. In the event of any such Temporary Taking, Lessee shall be entitled to claim all damages, including but not limited to, business damages and moving costs against the condemning authority as provided by Law. No compensation settlement of Lessee's Leasehold interest or sale in lieu of condemnation of Lessee's Leasehold interest shall be entered into by Lessor without Lessee's prior written consent. Subject to this Article, Lessee shall be entitled to recover out of any condemnation award or proceeds of a sale in lieu of a temporary condemnation, any damage to its remaining leasehold interest, as agreed to by Lessor and Lessee, or absent such an agreement, as determined in an apportionment proceeding to the extent provided by Law and subject to the provisions herein. Nothing herein shall affect Lessor's right to receive any amounts that may be due Lessor from the condemning authority to the extent allowed by Law.

21.04 Miami-Dade County United States Soccer Federation 2026 World Cup:

The terms of this Agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018 (the "**Airport Agreement**"). The resolution adopting the Airport Agreement and the subsequent replacement resolution can be found at the following links.

http://www.miamidade.gov/govaction/matter.asp?matter=180129&file=true&fileAnalysis=false&yearFolder=Y2018

http://www.miamidade.gov/govaction/matter.asp?matter=180360&file=true&fileAnalysis=false&yearFolder=Y2018

In carrying out its obligations under this Agreement, the Lessee shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Lessee's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to Lessee, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Lessee shall have the right, upon written notice to the County within 30 (thirty) calendar days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the Lessee shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Lessee does not elect to terminate this Agreement within the time specified herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

21.05 Vendor Registration/Conflict of Interest:

(A) Vendor Registration: The Lessee shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Lessee confirms its knowledge of and commitment to comply, as applicable, with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the Code of Miami-Dade County)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. ***Miami-Dade County Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. ***Miami-Dade County Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the Code of Miami-Dade County)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the Code of Miami-Dade County)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the Code of Miami-Dade County)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the Code of Miami-Dade County)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the Code of Miami-Dade County)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. ***Miami-Dade County E-Verify Affidavit***
    (Executive Order 11-116)
12. ***Miami-Dade County Pay Parity Affidavit***
    (Resolution R-1072-17)
13. ***Miami-Dade County Suspected Workers' Compensation Fraud Affidavit***
    (Resolution R-919-18)
14. ***Subcontracting Practices***
    (Section 2-8.8 of the Code of Miami-Dade County)
15. ***Subcontractor/Supplier Listing***
    (Section 2-8.1 of the Code of Miami-Dade County)
16. ***Form W-9 and 147c Letter***
    (as required by the Internal Revenue Service)
17. ***FEIN Number or Social Security Number***
    In order to establish a file, the Lessee 's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Lessee's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

    - *Identification of individual account records*
    - *To make payments to individual/Contractor for goods and services provided to Miami-Dade County*
    - *Tax reporting purposes*

- *To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records*

18. ***Office of the Inspector General***
(Section 2-1076 of the Code of Miami-Dade County)

19. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

20. ***Antitrust Laws***
By acceptance of any contract, the Lessee agrees to comply with all antitrust laws of the United States and the State of Florida.

(B) Conflict of Interest and Code of Ethics: Section 2-11.1(d) of the Code of Miami- Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, in any contract or in any business transaction with Miami- Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami- Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

21.06 Payment Card Industry Data Security Standard:

Lessee must maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS), which is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment.

21.07 Lessor' s Rights as Sovereign:

Notwithstanding any provision of this Lease and the Lessor's status as a county government thereunder:

(A) The Lessor retains all of its sovereign prerogatives and rights as a county under Florida laws (but not in regard to its status as Lessor and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications and/or permits for building or zoning; from

exercising its planning or regulatory duties and authority; and from requiring development under present or future Laws and ordinances of whatever nature applicable to the design, construction and development of the Improvements provided for in this Lease; and

(B) The Lessor shall not by virtue of this Lease be obligated to grant the Lessee, any sublessee, or mortgagee, or any other person or entity associated with the Premises or the Improvements or any portions thereof, any approvals of applications for building, zoning, planning or development under present or future Laws and ordinances of whatever nature applicable to the design, construction and development of the Improvements provided for in this Lease.

21.08 Florida Public Records Act:

As it relates to this Lease, the Lessee and any of its subsidiaries, pursuant to Section 119.0701 of the Florida Statutes, shall:

(A) Keep and maintain a copy of public records that ordinarily and necessarily would be required by the County in order to perform the service under Section 119.0701; and

(B) Upon request from the Lessor's custodian of public records identified herein, provide the Lessor with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the Lessor would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by Law; and

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by Law for the duration of this Agreement's term and following completion of the work under this Agreement if the Lessee does not transfer the records to the Lessor; and

(D) Meet all requirements for retaining public records and transfer to the Lessor, at no cost to the Lessor, all public records created, received, maintained and/or directly related to the performance of this Lease that are in possession of the Lessee upon termination of this Lease. Upon termination of this Lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Lessor in a format that is compatible with the information technology systems of the Lessor.

For purposes of this article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to Law or ordinance or in connection with the transaction of official business of the Lessor.

In the event the Lessee does not comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this article, the Lessor shall avail itself of the

remedies set forth in this Lease. The Lessee's obligations under this Section 21.08 shall survive the termination of this Agreement.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE LESSOR'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County Aviation Department
4200 NW 36th Street
Building 5A, 4th Floor
Miami, Florida 33166
Attention: Jorge Mihaic
Email: jmihaic@miami-airport.com

[signature pages follow]

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:_____

Name:_____

Title:_____

ATTEST: Juan Fernandez-Barquin, Clerk

By:_____
Deputy Clerk

(SEAL)

MIAMI GATEWAY PARTNERS LLC

By: _____

Name: Philip G. Roy

Title: Director

STATE OF Georgia

COUNTY OF Walton)

The foregoing instrument was acknowledged before me by means of ☐ physical appearance or ☐ online notarization this 4th day of June, 2024 by Philip G. Roy, as Director of Miami Gateway Partners LLC, a Delaware limited liability company, on behalf of said company, who is ✓ personally known to me or ___ who produced _____ as identification.

Pamela S. Swain

Notary Public, State of Georgia

My Commission Expires:
3/29/2025

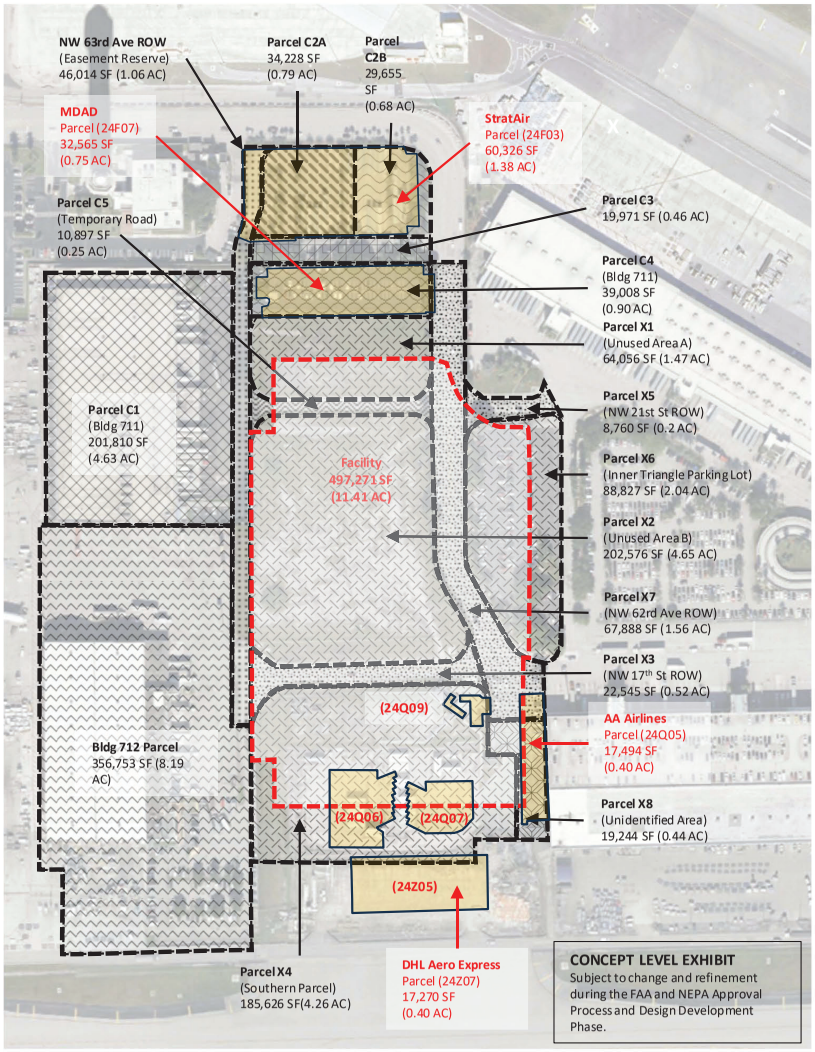
PAMELA S SWAIN NOTARY PUBLIC WALTON COUNTY EXPIRES GEORGIA MARCH 29, 2025

[Signature Page to the Master Development and Lease Agreement]

EXHIBIT 1.03

THE PREMISES

(*See Attached*)



Termite Doctor LLC (3 Parcels)	Parcel 24Q09	3,985 SF	0.09 AC
	Parcel 24Q06	25,926 SF	0.60 AC
	Parcel 24Q07	17,270 SF	0.40 AC

MDC209

EXHIBIT 3.02

IRR RENT ILLUSTRATION

(*See Attached*)

MIA VICC® VERTICALLY INTEGRATED CARGO COMMUNITY

IRR Rent Exhibit

MDC211

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Overview of IRR Rent and Scenarios Considered

- The IRR Rent provides equity-like upside to MDAD once the equity investors have achieved a specified IRR Threshold
- For purposes of this illustration, the IRR Threshold is assumed to be 15%; ultimately, the IRR Threshold will match the IRR generated by the equity investors' Base Case at financial close
- The IRR Rent is scaled so that as the equity investors achieve higher IRRs, MDAD's share increases (the IRR Gain Share)
- The following analysis is prepared for illustrative purposes as a supplement to the Master Development Agreement and should be referenced in conjunction with that document

	Illustrative Base	Upside – Hold to Maturity	Upside – Exit (Initial & Second Investor)	Windfall Case	Windfall to Underperform
Description	• Investor realizes a 15% Actual IRR over the life of the concession (no exit)	• Investor generates a 25% Actual IRR over the life of the concession (no exit)	• Investor exits in 2028E, resulting in 25% Actual IRR • Second investor also pays IRR Rent once IRR Threshold achieved	• Investor generates a 30% Actual IRR over the life of the concession (no exit)	• Investor generates a 30% Actual IRR but starts underperforming in 2032E and requires additional equity injections (no exit)
General Parameters	• $200mm equity investment in first year • ~$465mm of debt financing • Modeled investor hold to 2035 (shortened for illustrative purposes) • IRR Rent not triggered, since Actual IRR assumed to equal to target IRR	• Same assumptions as in Illustrative Base Case except Actual IRR is higher • IRR Gain Share percent determined annually and paid annually; highest tier achieved of 20%	• Same financing assumptions as in Illustrative Base • 2028E exit with equity proceeds of $415mm, calculated based on NPV of future dividends discounted at 9% • IRR Gain Share percent determined annually and paid at exit; highest tier achieved of 20%	• Same assumptions as in Illustrative Base Case except Actual IRR is higher • IRR Gain Share percent determined annually and paid at exit; highest tier achieved of 30%	• Same assumptions as in Illustrative Base Case except Actual IRR is higher • Underperformance results in additional equity funding requirements • No clawback of previously paid IRR Rent • IRR Gain Share percent determined annually and paid at exit; highest tier achieved of 30%
IRR Rent Triggered	✘	✓	✓	✓	✓
IRR Rent	--	**$140mm**	**$36mm (Initial Investor)** **$63mm (Second Investor)**	**$246mm**	**$112mm**

Note: All figures shown on a nominal basis.

MDC212

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Mechanical Explanation of IRR Rent Calculation (Assumes Illustrative Base Case)

Illustrative IRR Rent Calculation

Period Start			1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35
Period End			31-Dec-23	31-Dec-24	31-Dec-25	31-Dec-26	31-Dec-27	31-Dec-28	31-Dec-29	31-Dec-30	31-Dec-31	31-Dec-32	31-Dec-33	31-Dec-34	31-Dec-35
Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Project Cash Flows		*Total*													
Equity Injections		*($200)*	($200)	--	--	--	--	--	--	--	--	--	--	--	--
Net Distribution Revenues		*594*	--	15	18	22	26	31	37	45	54	65	77	93	112
Exit Proceeds to Equity		*0*	--	--	--	--	--	--	--	--	--	--	--	--	--
Equity Cash Flows Before IRR Rent		***$394***	**($200)**	**$15**	**$18**	**$22**	**$26**	**$31**	**$37**	**$45**	**$54**	**$65**	**$77**	**$93**	**$112**
Actual IRR (Pre-Share)	**15.00%**		**0.0%**	**(92.4%)**	**(65.9%)**	**(43.1%)**	**(26.8%)**	**(15.3%)**	**(6.9%)**	**(0.6%)**	**4.1%**	**7.8%**	**10.7%**	**13.1%**	**15.0%**
Gain Share Calculation															
Cumulative Cash Flows to Equity			($200)	($185)	($167)	($145)	($119)	($88)	($51)	($6)	$48	$112	$190	$283	$394
(-) Required Cash Flows to Achieve IRR Threshold			--	(30)	(62)	(97)	(133)	(171)	(210)	(249)	(287)	(323)	(355)	(380)	(394)
Ending Balance			**($200)**	**($215)**	**($229)**	**($242)**	**($252)**	**($259)**	**($261)**	**($255)**	**($240)**	**($211)**	**($165)**	**($97)**	**($0)**
Cash Flow Available for IRR Rent			--	--	--	--	--	--	--	--	--	--	--	--	--
(x) IRR Gain Share			--	--	--	--	--	--	--	--	--	--	--	--	--
Total Payments to MDAD	**--**		**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**

A

B $171 + $259 * 15% = $210

C

D

MDC213

Commentary

A Represents cumulative distributions to equity. Calculated as the initial investment (assumed to be $200mm) less cumulative cash flows to equity before IRR Rent

B Represents the total cash flows to equity required to achieve the IRR Threshold in each time period. Compounds at the assumed IRR Threshold (assumed to be 15%). A negative figure means that the investors have not yet achieved the IRR Threshold

C Since the Actual IRR is assumed to be equal to the IRR Threshold, at the end of the forecast period the investors have achieved a 15% IRR and the Amount Available for IRR Rent is $0

D Calculated in each year as the minimum of (x) Equity Cash Flows Before IRR Rent and (y) the Gain Share Ending Balance; multiplied by the IRR Gain Share to calculate the Total Payments to MDAD

Note: All figures shown on a nominal basis.
(1) Assumes 15% IRR Rent Threshold.

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Illustrative Base Case

Illustrative IRR Rent Calculation

Period Start			1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35
Period End			31-Dec-23	31-Dec-24	31-Dec-25	31-Dec-26	31-Dec-27	31-Dec-28	31-Dec-29	31-Dec-30	31-Dec-31	31-Dec-32	31-Dec-33	31-Dec-34	31-Dec-35
Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Project Cash Flows		*Total*													
Equity Injections		*($200)*	($200)	--	--	--	--	--	--	--	--	--	--	--	--
A Net Distribution Revenues		*594*	--	15	18	22	26	31	37	45	54	65	77	93	112
Exit Proceeds to Equity		*0*	--	--	--	--	--	--	--	--	--	--	--	--	--
Equity Cash Flows Before IRR Rent		*$394*	**($200)**	**$15**	**$18**	**$22**	**$26**	**$31**	**$37**	**$45**	**$54**	**$65**	**$77**	**$93**	**$112**
B **Actual IRR (Pre-Share)**	**15.00%**		**0.0%**	**(92.4%)**	**(65.9%)**	**(43.1%)**	**(26.8%)**	**(15.3%)**	**(6.9%)**	**(0.6%)**	**4.1%**	**7.8%**	**10.7%**	**13.1%**	**15.0%**
Gain Share Calculation															
C Cumulative Cash Flows to Equity			($200)	($185)	($167)	($145)	($119)	($88)	($51)	($6)	$48	$112	$190	$283	$394
(-) Required Cash Flows to Achieve IRR Threshold			--	(30)	(62)	(97)	(133)	(171)	(210)	(249)	(287)	(323)	(355)	(380)	(394)
Ending Balance			**($200)**	**($215)**	**($229)**	**($242)**	**($252)**	**($259)**	**($261)**	**($255)**	**($240)**	**($211)**	**($165)**	**($97)**	**($0)**
D Cash Flow Available for IRR Rent			--	--	--	--	--	--	--	--	--	--	--	--	--
(x) IRR Gain Share			--	--	--	--	--	--	--	--	--	--	--	--	--
Total Payments to MDAD	**--**		**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**

MDC214

Selected Definitions (Please Reference MDA for Full Definitions)

A **"Net Distribution Revenues"** means any cash distributable to equity holders derived from regular operations within a 12-month period basis, or in connection to restructuring of any debt or a Third-Party Transfer

B **"Actual IRR"** means the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the financial model before IRR Rent payments to MDAD

C **"IRR Rent Threshold"** means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR set forth in the Financial Model

D **"IRR Gain Share"** means a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold(1), but less than 17.5%, the IRR Gain Share will be 15%;

(ii) if the Actual IRR is between 17.5% and 20%, the IRR Gain Share will be 17.5%;

(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20%; and

(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30%

No IRR Rent triggered

Note: All figures shown on a nominal basis.

(1) Assumes 15% IRR Rent Threshold.

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Illustrative Upside Case – Hold to Maturity

Illustrative Share Gain Example

Period Start			1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35
Period End			31-Dec-23	31-Dec-24	31-Dec-25	31-Dec-26	31-Dec-27	31-Dec-28	31-Dec-29	31-Dec-30	31-Dec-31	31-Dec-32	31-Dec-33	31-Dec-34	31-Dec-35
Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Project Cash Flows		*Total*													
Equity Injections		*($200)*	($200)	--	--	--	--	--	--	--	--	--	--	--	--
(A) Net Distribution Revenues		*1,023*	--	26	31	37	45	54	64	77	93	111	133	160	192
Exit Proceeds to Equity		--	--	--	--	--	--	--	--	--	--	--	--	--	--
Equity Cash Flows Before IRR Rent		***$823***	**($200)**	**$26**	**$31**	**$37**	**$45**	**$54**	**$64**	**$77**	**$93**	**$111**	**$133**	**$160**	**$192**
(B) **Actual IRR (Pre-Share)**	**25.00%**		**0.0%**	**(87.0%)**	**(53.6%)**	**(28.7%)**	**(12.2%)**	**(1.1%)**	**6.5%**	**12.1%**	**16.2%**	**19.2%**	**21.6%**	**23.5%**	**25.0%**
Gain Share Calculation															
(C) Cumulative Cash Flows to Equity			($200)	($174)	($143)	($106)	($61)	($8)	$57	$134	$227	$338	$471	$631	$823
(-) Required Cash Flows to Achieve IRR Threshold			--	(30)	(61)	(91)	(121)	(148)	(172)	(189)	(197)	(193)	(171)	(126)	(50)
Ending Balance			**($200)**	**($204)**	**($204)**	**($197)**	**($182)**	**($156)**	**($115)**	**($55)**	**$29**	**$145**	**$300**	**$505**	**$773**
Cash Flow Available for IRR Rent			--	--	--	--	--	--	--	--	$29	$111	$133	$160	$192
(D) (x) IRR Gain Share			--	--	--	--	--	--	--	--	15.0%	17.5%	20.0%	20.0%	20.0%
Total Payments to MDAD		***$121***	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**$4**	**$19**	**$27**	**$32**	**$38**

MDC215

Selected Definitions (Please Reference MDA for Full Definitions)

(A) **"Net Distribution Revenues"** means any cash distributable to equity holders derived from regular operations within a 12-month period basis, or in connection to restructuring of any debt or a Third-Party Transfer

(B) **"Actual IRR"** means the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the financial model before IRR Rent payments to MDAD

(C) **"IRR Rent Threshold"** means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR set forth in the Financial Model

(D) **"IRR Gain Share"** means a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold(1), but less than 17.5%, the IRR Gain Share will be 15%;

(ii) if the Actual IRR is between 17.5% and 20%, the IRR Gain Share will be 17.5%;

(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20%; and ← *Third Tier Achieved*

(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30%

Note: All figures shown on a nominal basis.

(1) Assumes 15% IRR Rent Threshold.

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Illustrative Upside Case – Exit (Initial Investor)

Illustrative Share Gain Example

Period Start			1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35
Period End			31-Dec-23	31-Dec-24	31-Dec-25	31-Dec-26	31-Dec-27	31-Dec-28	31-Dec-29	31-Dec-30	31-Dec-31	31-Dec-32	31-Dec-33	31-Dec-34	31-Dec-35
Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Project Cash Flows		*Total*													
Equity Injections		*($200)*	($200)	--	--	--	--	--	--	--	--	--	--	--	--
A Net Distribution Revenues		*130*	--	17	21	25	30	36	--	--	--	--	--	--	--
Exit Proceeds to Equity		*415*	--	--	--	--	--	415	--	--	--	--	--	--	--
Equity Cash Flows Before IRR Rent		***$344***	**($200)**	**$17**	**$21**	**$25**	**$30**	**$451**	--	--	--	--	--	--	--
B **Actual IRR (Pre-Share)**	**25.00%**		**0.0%**	**(91.2%)**	**(63.0%)**	**(39.6%)**	**(23.2%)**	**25.0%**	**25.0%**	**25.0%**	**25.0%**	**25.0%**	**25.0%**	**25.0%**	**25.0%**
Gain Share Calculation															
C Cumulative Cash Flows to Equity			($200)	($183)	($162)	($137)	($106)	$344	--	--	--	--	--	--	--
(-) Required Cash Flows to Achieve IRR Threshold			--	(30)	(62)	(96)	(130)	(166)	--	--	--	--	--	--	--
Ending Balance			**($200)**	**($213)**	**($224)**	**($232)**	**($237)**	**$178**	--	--	--	--	--	--	--
D Cash Flow Available for IRR Rent			--	--	--	--	--	$178	--	--	--	--	--	--	--
(x) IRR Gain Share			--	--	--	--	--	20.0%	--	--	--	--	--	--	--
Total Payments to MDAD		***$36***	**--**	**--**	**--**	**--**	**--**	**$36**	--	--	--	--	--	--	--

MDC216

Selected Definitions (Please Reference MDA for Full Definitions)

A **"Net Distribution Revenues"** means any cash distributable to equity holders derived from regular operations within a 12-month period basis, or in connection to restructuring of any debt or a Third-Party Transfer

B **"Actual IRR"** means the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the financial model before IRR Rent payments to MDAD

C **"IRR Rent Threshold"** means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR set forth in the Financial Model

D **"IRR Gain Share"** means a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold(1), but less than 17.5%, the IRR Gain Share will be 15%;

(ii) if the Actual IRR is between 17.5% and 20%, the IRR Gain Share will be 17.5%;

(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20%; and ← *Third Tier Achieved*

(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30%

Note: All figures shown on a nominal basis.

(1) Assumes 15% IRR Rent Threshold.

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Illustrative Upside Case – Exit (Second Investor)

Illustrative Share Gain Example

Period Start			1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35
Period End			31-Dec-23	31-Dec-24	31-Dec-25	31-Dec-26	31-Dec-27	31-Dec-28	31-Dec-29	31-Dec-30	31-Dec-31	31-Dec-32	31-Dec-33	31-Dec-34	31-Dec-35
Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Project Cash Flows		*Total*													
Equity Injections		*($415)*	--	--	--	--	--	($415)	--	--	--	--	--	--	--
A Net Distribution Revenues		*1,008*	--	--	--	--	--	--	78	94	112	135	162	194	233
Equity Cash Flows Before IRR Rent		***$594***	**--**	**--**	**--**	**--**	**--**	**($415)**	**$78**	**$94**	**$112**	**$135**	**$162**	**$194**	**$233**
B **Actual IRR (Pre-Share)**	**22.87%**		**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**(81.2%)**	**(42.1%)**	**(15.9%)**	**0.4%**	**10.9%**	**18.0%**	**22.9%**
Gain Share Calculation - Second Investor															
Cumulative Cash Flows to Equity			--	--	--	--	--	($415)	($337)	($243)	($130)	$4	$166	$361	$594
C (-) Required Cash Flows to Achieve IRR Threshold			--	--	--	--	--	--	(62)	(122)	(177)	(223)	(256)	(269)	(255)
Ending Balance			**--**	**--**	**--**	**--**	**--**	**($415)**	**($399)**	**($365)**	**($307)**	**($219)**	**($89)**	**$91**	**$338**
D Cash Flow Available for IRR Rent			--	--	--	--	--	--	--	--	--	--	--	$91	$233
(x) IRR Gain Share			--	--	--	--	--	--	--	--	--	--	--	17.5%	20.0%
Total Payments to MDAD - Second Investor		***$63***	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**$16**	**$47**

MDC217

Selected Definitions (Please Reference MDA for Full Definitions)

A **"Net Distribution Revenues"** means any cash distributable to equity holders derived from regular operations within a 12-month period basis, or in connection to restructuring of any debt or a Third-Party Transfer

B **"Actual IRR"** means the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the financial model before IRR Rent payments to MDAD

C **"IRR Rent Threshold"** means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR set forth in the Financial Model

D **"IRR Gain Share"** means a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold(1), but less than 17.5%, the IRR Gain Share will be 15%;

(ii) if the Actual IRR is between 17.5% and 20%, the IRR Gain Share will be 17.5%;

(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20%; and ← *Third Tier Achieved*

(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30%

Note: All figures shown on a nominal basis.

(1) Assumes 15% IRR Rent Threshold.

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Illustrative Windfall Case

Illustrative Share Gain Example

Period Start			1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35
Period End			31-Dec-23	31-Dec-24	31-Dec-25	31-Dec-26	31-Dec-27	31-Dec-28	31-Dec-29	31-Dec-30	31-Dec-31	31-Dec-32	31-Dec-33	31-Dec-34	31-Dec-35
Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Project Cash Flows		*Total*													
Equity Injections		*($200)*	($200)	--	--	--	--	--	--	--	--	--	--	--	--
(A) Net Distribution Revenues		*1,284*	--	32	39	47	56	67	81	97	116	139	167	201	241
Exit Proceeds to Equity		--	--	--	--	--	--	--	--	--	--	--	--	--	--
Equity Cash Flows Before IRR Rent		***$1,084***	**($200)**	**$32**	**$39**	**$47**	**$56**	**$67**	**$81**	**$97**	**$116**	**$139**	**$167**	**$201**	**$241**
(B) **Actual IRR (Pre-Share)**	**30.00%**		**0.0%**	**(83.7%)**	**(47.0%)**	**(21.3%)**	**(4.9%)**	**5.9%**	**13.2%**	**18.3%**	**22.1%**	**24.9%**	**27.0%**	**28.7%**	**30.0%**
Gain Share Calculation															
(C) Cumulative Cash Flows to Equity			($200)	($168)	($129)	($82)	($26)	$41	$122	$219	$335	$475	$642	$843	$1,084
(-) Required Cash Flows to Achieve IRR Threshold			--	(30)	(60)	(88)	(113)	(134)	(148)	(152)	(142)	(113)	(59)	28	159
Ending Balance			**($200)**	**($198)**	**($188)**	**($170)**	**($139)**	**($93)**	**($26)**	**$67**	**$193**	**$361**	**$583**	**$871**	**$1,243**
(D) Cash Flow Available for IRR Rent			--	--	--	--	--	--	--	$67	$116	$139	$167	$201	$241
(x) IRR Gain Share			--	--	--	--	--	--	--	17.5%	20.0%	20.0%	30.0%	30.0%	30.0%
Total Payments to MDAD		***$246***	**--**	**--**	**--**	**--**	**--**	**--**	**--**	**$12**	**$23**	**$28**	**$50**	**$60**	**$72**

MDC218

Selected Definitions (Please Reference MDA for Full Definitions)

(A) **"Net Distribution Revenues"** means any cash distributable to equity holders derived from regular operations within a 12-month period basis, or in connection to restructuring of any debt or a Third-Party Transfer

(B) **"Actual IRR"** means the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the financial model before IRR Rent payments to MDAD

(C) **"IRR Rent Threshold"** means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR set forth in the Financial Model

(D) **"IRR Gain Share"** means a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold(1), but less than 17.5%, the IRR Gain Share will be 15%;
(ii) if the Actual IRR is between 17.5% and 20%, the IRR Gain Share will be 17.5%;
(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20%; and
(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30%

Fourth Tier Achieved

Note: All figures shown on a nominal basis.
(1) Assumes 15% IRR Rent Threshold.

FIGURES ARE PURELY ILLUSTRATIVE ONLY

Illustrative Windfall to Underperform Case

Illustrative Share Gain Example

Period Start			1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	1-Jan-29	1-Jan-30	1-Jan-31	1-Jan-32	1-Jan-33	1-Jan-34	1-Jan-35
Period End			31-Dec-23	31-Dec-24	31-Dec-25	31-Dec-26	31-Dec-27	31-Dec-28	31-Dec-29	31-Dec-30	31-Dec-31	31-Dec-32	31-Dec-33	31-Dec-34	31-Dec-35
Year			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Project Cash Flows		*Total*													
Equity Injections		*($440)*	($200)	--	--	--	--	--	--	--	--	($60)	($60)	($60)	($60)
A Net Distribution Revenues		*732*	--	45	54	65	78	93	112	135	150	--	--	--	--
Exit Proceeds to Equity		--	--	--	--	--	--	--	--	--	--	--	--	--	--
Equity Cash Flows Before IRR Rent		***$292***	**($200)**	**$45**	**$54**	**$65**	**$78**	**$93**	**$112**	**$135**	**$150**	**($60)**	**($60)**	**($60)**	**($60)**
B **Actual IRR (Pre-Share)**	**29.18%**		**0.0%**	**(77.4%)**	**(35.5%)**	**(8.8%)**	**7.3%**	**17.5%**	**24.2%**	**28.8%**	**31.8%**	**30.9%**	**30.2%**	**29.7%**	**29.2%**
Gain Share Calculation															
C Cumulative Cash Flows to Equity			($200)	($155)	($101)	($36)	$42	$135	$247	$382	$532	$472	$412	$352	$292
(-) Required Cash Flows to Achieve IRR Threshold			--	(30)	(58)	(82)	(99)	(108)	(104)	(82)	(37)	37	113	192	274
Ending balance			**($200)**	**($185)**	**($159)**	**($118)**	**($57)**	**$27**	**$143**	**$299**	**$494**	**$509**	**$525**	**$544**	**$565**
D Cash Flow Available for IRR Rent			--	--	--	--	--	$27	$112	$135	$150	--	--	--	--
(x) IRR Gain Share			--	--	--	--	--	15.0%	20.0%	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
Total Payments to MDAD		***$112***	**--**	**--**	**--**	**--**	**--**	**$4**	**$22**	**$40**	**$45**	**--**	**--**	**--**	**--**

MDC219

Selected Definitions (Please Reference MDA for Full Definitions)

A **"Net Distribution Revenues"** means any cash distributable to equity holders derived from regular operations within a 12-month period basis, or in connection to restructuring of any debt or a Third-Party Transfer

B **"Actual IRR"** means the actual Equity Internal Rate of Return, stated as a percentage, as calculated in accordance with the financial model before IRR Rent payments to MDAD

C **"IRR Rent Threshold"** means the lesser of (x) fifteen percent (15%) or (y) the Implied IRR set forth in the Financial Model

D **"IRR Gain Share"** means a percentage determined as follows:

(i) if the Actual IRR is greater than the IRR Rent Threshold(1), but less than 17.5%, the IRR Gain Share will be 15%;

(ii) if the Actual IRR is between 17.5% and 20%, the IRR Gain Share will be 17.5%;

(iii) if the Actual IRR is greater than 20% up to and including 25%, the IRR Gain Share will be 20%; and

(iv) if the Actual IRR is greater than 25%, the IRR Gain Share will be 30%

Fourth Tier Achieved

Note: All figures shown on a nominal basis.

(1) Assumes 15% IRR Rent Threshold.

Disclaimer

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This document may contain "forward-looking statements". These forward-looking statements are made as of the date of this document and Airis does not intend or assume any obligation, to update these forward-looking statements for further evaluation of the opportunity. Any estimates, projections, and forward looking statements in the document with respect to future performance of the project are subject to further analysis.

EXHIBIT 4.03

IMPROVEMENTS

(*See Attached*)

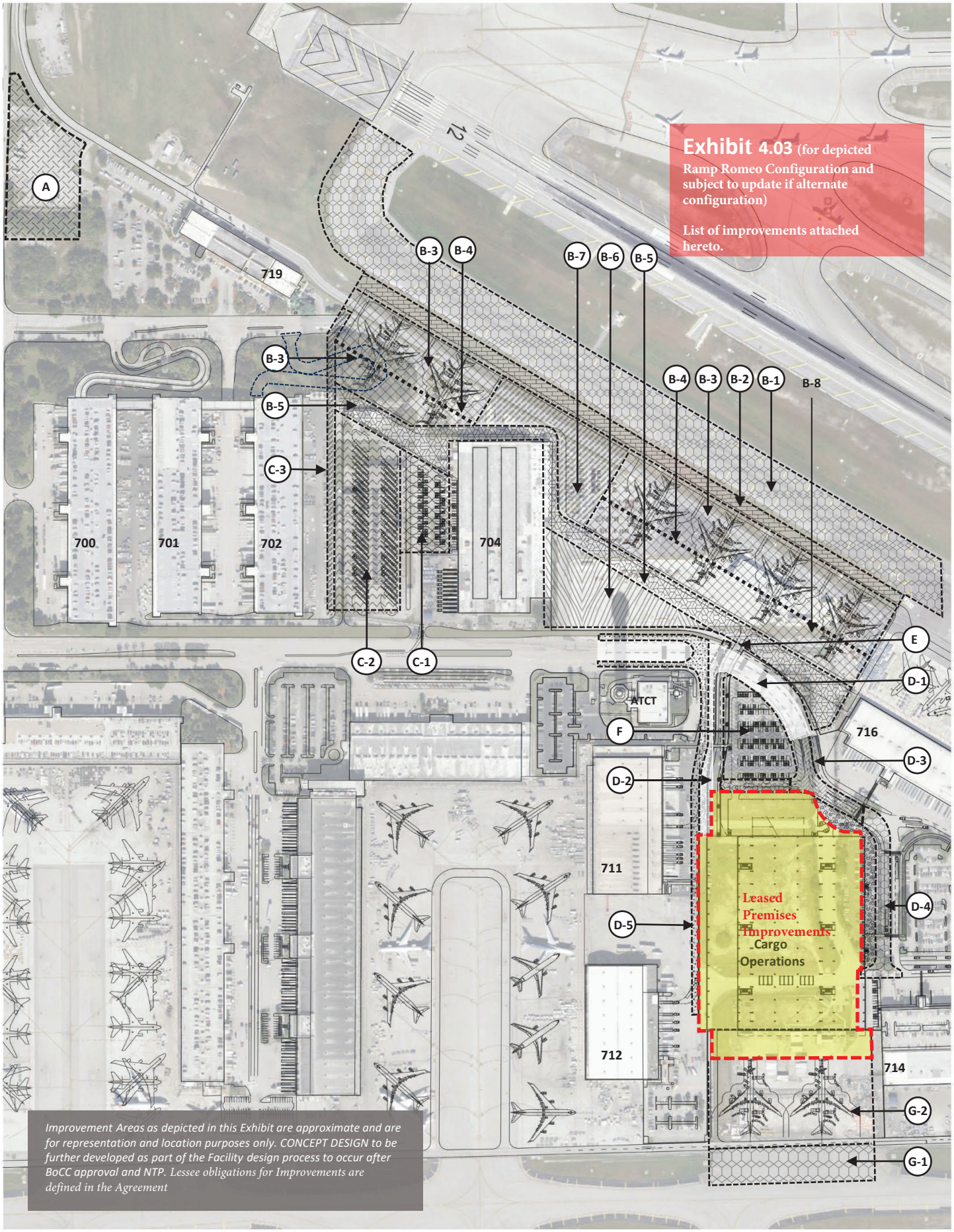


Exhibit 4.03 (for depicted Ramp Romeo Configuration and subject to update if alternate configuration)
List of improvements attached hereto.
A
719
B-3
B-4
B-7
B-6
B-5
B-4
B-3
B-2
B-1
B-8
C-3
700
701
702
704
C-2
C-1
ATCT
E
D-1
F
716
D-3
D-2
711
Leased Premises Improvements
Cargo Operations
D-4
D-5
712
714
G-2
G-1
Improvement Areas as depicted in this Exhibit are approximate and are for representation and location purposes only. CONCEPT DESIGN to be further developed as part of the Facility design process to occur after BoCC approval and NTP. Lessee obligations for Improvements are defined in the Agreement

EXHIBIT 4.03 – Improvements, MDAD Improvements, and Common Use Offsite Improvements List

(for depicted Ramp Romeo configuration – subject to modification if alternate Ramp Romeo configuration selected by MDAD)

List of Work Elements/Improvements – Refer to Master Development Agreement and Location Map of Improvements for approximate location/area of work. Scope of Work and responsibilities as defined in Master Development Agreement

Work Elements/Improvements	**Approximate Location/Area of Work (see Legend of Off-Site Improvements)**
Demolition and reconstruction of West Cargo Fuel Loading Depot/Rack, and fuel truck parking and containment area at a mutually agreed area	B-6, B-8, A
Subterranean pipeline from existing fuel depot to new Westside Cargo Fuel Depot/Loading Rack	B-6 to A
Ramp Romeo and Fuel Hydrant System	B-1 through B-4, B-7
Relocated RSR to Ramp Romeo	C-3
Ramp Sierra	G-1, G-2
Facility	Leased Premises,
Employee Parking Garage for Facility & replacement parking for 716A	Leased Premises, D4
Facility's GSE Pavement (abutting Ramp Sierra) including work necessary to mitigate impact to operation and tenants of Building 714	Leased Premises
Demolition of Termite Doctor temporary fumigation facility	Leased Premises
Replacement Termite Doctor fumigation facility	Location to be determined
Demolition and replacement lot for Building 711 parking lot with at least 144 spaces, inclusive of a safe means of pedestrian passage from parking lot	F
Demolition and removal of existing vehicular ramp to Building 702 rooftop parking area including any work that the Building department mandates as a necessary to make such demolition and removal work in compliance with code requirements; provided that such Improvement will include demolition and removal of the ramp foundations and other site demolition as required (including curbs, sidewalks, lighting, fencing, and potentially portions of NW 22nd Street) in order to accommodate the construction of Ramp Romeo by the County.	B-3
Construction of employee and GSE parking within reconfigured 704 parcel	C-1
Demolition of American Airlines employee parking lot and construction of new replacement parking lot and new access drive for American Airlines employees to area west of Building 704, including any construction of a new entryway on the west side of Building 704 necessary to allow employees and other users at the Airport to safely access Building 704 directly from the replacement parking lot	B-7, B-6, B-5, C-1
Construction/relocation of American Airlines GSE staging yard to new location east of Building 704	C-1, B-6, B-5

EXHIBIT 4.03 – Improvements, MDAD Improvements, and Common Use Offsite Improvements List

(for depicted Ramp Romeo configuration – subject to modification if alternate Ramp Romeo configuration selected by MDAD)

Construction of ingress/egress for employees of American Airlines from the new employee parking lot to American Airlines leasehold	C-1
Construction of ingress/egress for employees of Aviation Main Services from the new employee parking lot to Aviation Main Services leasehold	C-1
Interior RSR (Restricted Service Road) connecting Ramp Romeo to Ramp Sierra	E
NW 22 Street Bridge	D-1
Roadway relocations/modifications to include: NW 62nd Avenue, NW 63rd Avenue to Buildings 711/712, NW 22nd Street modifications to maintain access/egress into the Inner Triangle	D-3, D-4, D-5
Elevated Entry into Facility	D-2
Common Use Truck Staging Area	C-2
In execution of Work/Improvements, disturbance to existing use conditions to be restored to pre-disturbance conditions. If existing use condition is for defined Improvement, relocate existing use to agreed location	All Areas
Demolition of DHL Aero Express equipment storage area, and relocation of DHL Aero Express storage area to a new area to be mutually determined by the Parties	G2
Demolition of StratAir trailer staging area, and relocation of StratAir parking to newly constructed common truck staging area west of Building 704	F, C-2
Ensuring that all normal airport operations, including but not limited to, fueling, taxiways, taxiing, GSE movement, airside ingress and egress, and any other function of the airport, shall be maintained uninterrupted	All Areas
Demolition of a portion of the existing common employee parking area (163 spaces) and truck queue (6 spaces), and relocation of parking to the new employee parking garage of the Facility and the truck queue to the new Common Truck Staging Area west of Building 704	D-4
Mitigation of temporary impacts to roadway access in the West Cargo Area caused by construction of the new NW 63rd Ave roadway and new NW 18th/22nd and 62nd Street intersection redevelopment	Impacted Work Area
Mitigation of temporary impacts to roadway access in the eastern cargo “U” area caused by construction of the new NW 63rd Ave roadway	Impacted Work Area
Any other Improvement and Common Use Offsite Improvement work reasonably necessary to accomplish the objectives of the Project, including (i) for any work performed by Lessee on any area on which an MDAD Improvement will be developed, demolish and re-build the area as necessary to interface with the ultimate future build-out use or plan; and (ii) for any work performed by Lessee on any other area, the restoration of such area to its pre-existing condition	All Areas

EXHIBIT 9.12

ANNUAL ENVIRONMENTAL AUDIT

(*See Attached*)

MDAD APPROVAL (CIVIL ENVIRONMENTAL ENGINEERING DIVISION)

EXHIBIT – K-13

(ARTICLE 8.13: Periodic Environmental Audits)

Miami-Dade Aviation Department
Civil Environmental Engineering Division

TENANT AUDIT SUMMARY MINIMUM REQUIREMENTS

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

Areas of Concern:

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

Documentation:

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

SCHEDULE 1

LIST OF BUILDINGS IN WEST CARGO AREA

(See Attached)

Schedule 1

List of West Cargo Buildings

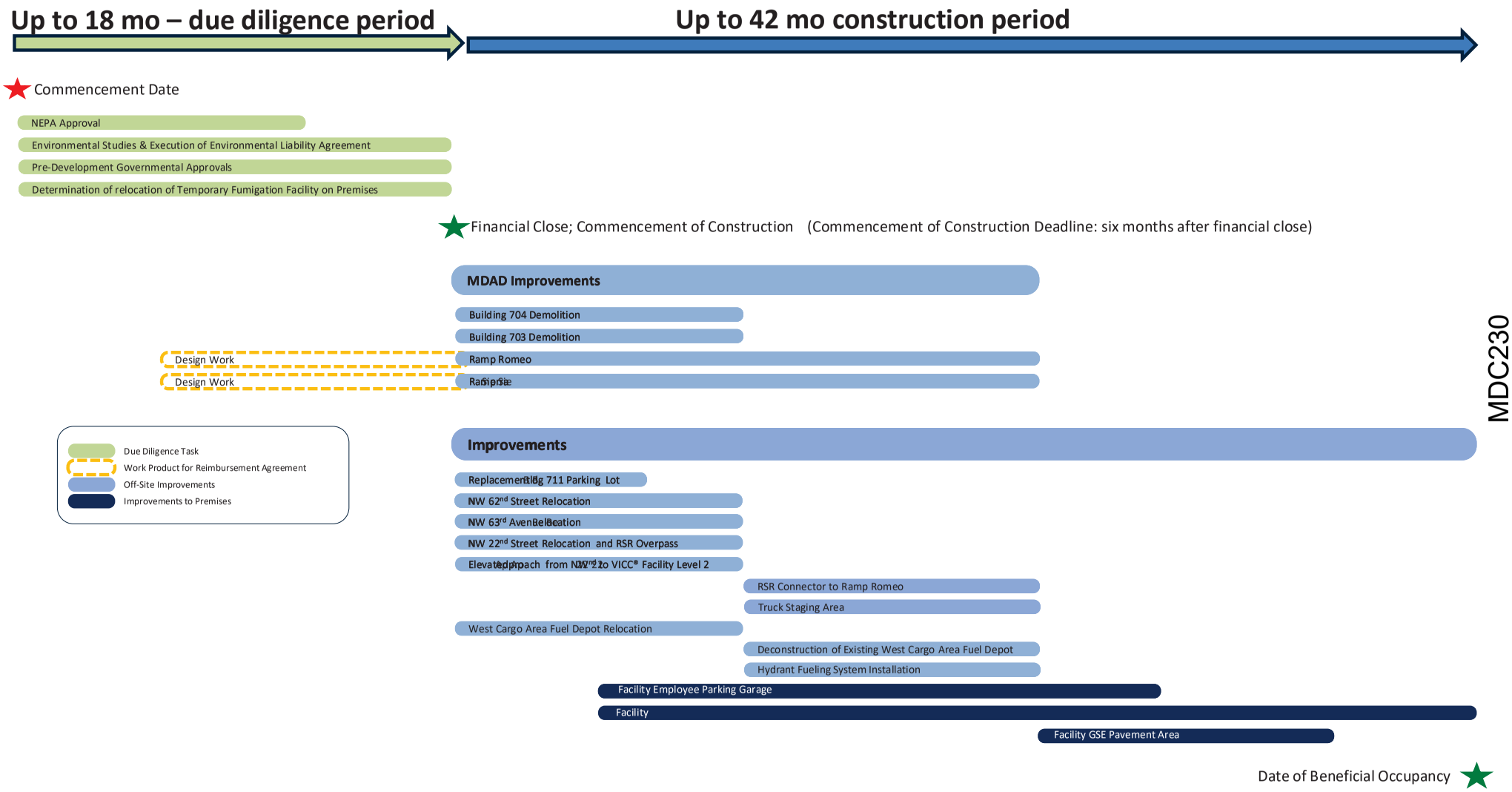
Building #	Building Description
700	Cargo – Belly Building
701	Cargo – Belly Building
702	Cargo – Belly Building
704	Warehouse
706	Cargo – Freighter Building
707	Cargo – Freighter Building
708	Cargo – Freighter Building
709	Tenant Constructed Building
710	Tenant Constructed Building
711	Tenant Constructed Building
712	Tenant Constructed Building
714	Cargo – Freighter Building
716A	Cargo – Freighter Building
716B-J	Cargo – Freighter Building
805	UPS – Freighter Building

SCHEDULE 1.07(b)

PROJECT CONSTRUCTION SCHEDULE

(*See Attached*)

Due Diligence Period and Project Construction Schedule



SCHEDULE A

TAC-N REQUIREMENTS

(*See Attached*)

A

TENANT AIRPORT CONSTRUCTION NON-REIMBURSABLE (TAC-N) PROJECT PROCEDURES

PURPOSE

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

DEFINITIONS

ALSB	Aviation Life Safety Bureau
APP	Art in Public Places
FAA	Federal Aviation Administration
A/E	Tenant's State Registered Architect or Engineer responsible for the design of the project
BCC	Board of County Commissioners
CA	Contract Administration
COA	Certificate of Assurance
GSA	General Services Administration
MA	Minority Affairs
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport Construction
MDAD	Miami Dade Aviation Department
NTP	Notice to Proceed
PM	Project Manager
Property Mgr.	Real Estate or Concessions Manager
TAC-N	Tenant Airport Construction Non-Reimbursable Projects
Tenant	Business Partner, Lessee
SBD	Small Business Development

GENERAL INFORMATION

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

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

If the determination is that the proposed design and construction are non-reimbursable, the tenant must submit a request to the Property Manager for a TAC-N Project.

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

The Property Manager holds a Project Improvement Consultation Meeting with the Tenant and MA to explain TAC-N Procedures and State and County requirements such as: SBD Applicable Programs and Systems, Tenant Airport Construction Non-Reimbursable (TAC-N) Projects procedures (Facility Division Procedure A_FD0-111-P), Flow Chart, MDAD Design Procedures, Art in Public Places (APP) and other requirements as applicable. The Property Manager shall determine if the project requires Board of County Commissioners (BCC) approval.

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

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

The Property Manager or designee shall prepare a TAC-N Project Quick Check Form (Facilities Division Form C_FD1-090) and forward it to the following MDAD Divisions; Facilities Development Planning, Facilities Development Design, Facilities Management Maintenance Engineering, Safety and Security, Terminal Operations (for projects in the MIA Terminal Complex), and others as appropriate, for review and approval.

Following approval of the Quick Check (Q/C), the Property Manager requests assignment of a Project Number from Planning Division in accordance with Facilities Division Procedure (Facilities Division Procedure D_FD1-020-P). Planning Division will assign a Project Number for TAC-N projects.

If the TAC-N Project Quick Check Form is approved and the project does not require approval by the Miami-Dade Board of County Commissioners (BCC), the Property Manager issues a Concept Approval Letter (Facilities Division Form E_FD1-100) to the tenant, advising the tenant to proceed with the project and addressing compliance with MDAD Design Guidelines, TAC-N design and construction procedures and SBD Programs and Systems. The Property Manager forwards copies of the letter to the Deputy Director and the following Assistant Aviation Directors: Facilities Development, Facilities Management & Engineering, Business Retention & Development and others as appropriate. The Property Manager shall send a TAC-N Project Manager Assignment Request (Facilities Division Form F_FD1-110) with results of Q/C reviews and copying all attachments to the Maintenance Engineering Chief.

If the project requires approval by the Miami-Dade Board of County Commissioners (BCC), the Property Manager prepares the necessary documentation for presentation to the BCC requesting an amendment to the existing lease and to authorize the project.

Upon approval by the BCC, the Property Manager will send a letter, attaching copies of the executed lease amendment, the County Manager's memorandum, and the BCC resolution to the tenant advising the tenant to proceed with the project in accordance with the terms of the lease as approved by the BCC. The letter will constitute a formal Concept Approval to the Tenant and shall substitute the Concept Approval Letter. The Property Manager shall send a TAC-N Project Manager Assignment Request (Facilities Division Form F_FD1-110) with results of Q/C reviews and all attachments, including but not necessarily limited to, the executed lease amendment, the County Manager's memorandum and the BBC resolution to the Tenant and to the Maintenance Engineering Chief.

PROCEDURES for DESIGN and CONSTRUCTION

The Maintenance Engineering Chief shall issue a TAC-N Hand-Off Package (Facilities Division Form G_FD1-120) providing details and requirements of the project and will designate a TAC-N Project Manager.

1. The TAC-N Project Manager shall provide a Letter of Introduction (Facilities Division Form H_FD1-130) to the tenant via e-mail with copies of the Tenant Airport Construction Non-Reimbursable (TAC-N) Projects procedures (Facilities Division Procedure A_FD0-111-P), SBD Applicable Programs & Systems (Document labeled "I" with Attachments 1 through 5), MDAD Design Procedures and APP requirements describing the design and construction process.

2. The TAC-N Project Manager shall hold a meeting with the Tenant, SBD, MA and Fine Arts & Cultural Affairs, if applicable. SBD will participate in all future MDAD meetings with the Tenant.

3. The Tenant must submit all project related packages to the TAC-N Project Manager prior to advertisement or award of A/E services or contract for construction. [Small Business, Wages and Workforce Requirements (SBWWR - Attachment 1)].

4. The TAC-N Project Manager shall submit SBD Departmental Input Form (SBWWR – Attachment 2 with attachments to MA for review of recommended SBE – A/E measures. MA to submit project package to SBD for approval.

5. SBD shall deliver measure recommendation, approved applicable Responsible Wages and Construction type through a Project Worksheet to MA and TAC-N PM (SBWWR - Attachment 3). SBD Worksheets that are returned with no measure and no wage requirement can skip steps 6 – 8 below.

6. Tenant must enroll in the County BMWS system and submit completed Certificate of Assurance (COA) (SBWWR - Attachment 4) to TAC-N Project Manager. TAC-N PM will submit COA to MA for SBD review.

7. Upon receipt of a COA by SBD, the Tenant will receive notification via email (with copy to TAC_N Project Manager) from BMWS to submit their Utilization Plan via BMWS.

8. SBD will submit a compliance review memo (SBWWR - Attachment 5). Tenant cannot execute a contract with A/E and/or Contractor until Tenant has received the SBD Compliance Review Memo.

START OF DESIGN PHASE

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

- Obtain copies of relevant as-built drawings from MDAD Technical Support Division (305) 869-1379.
- Verify field conditions, including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, and connecting points for all utilities, HVAC, fire protection, and smoke evacuation systems.
- Ensure that if the project is located at the MIA Terminal Complex, the design is in compliance with the MDAD Design Guidelines Manual (available from MDAD Technical Support with letter of authorization from TAC-N Project Manager). Projects in the cargo areas and at the General Aviation Airports need only meet civil work Design Guidelines or as noted per the terms of the lease. Reference MDAD Design Guidelines and Tenant Airport Construction

Non-Reimbursable (TAC-N) Projects Procedures (Facilities Division Procedure A_FD0-111-P).

- If applicable, Tenant A/E to initiate a Request for Waiver or Permanent Modification of a Design Guideline (Facilities Division Form K_FD3-027). Refer to procedure (Waivers and Modifications to the Design Guidelines Manual, Facilities Division procedure J_FD3-027-P) and form
- The A/E of Record shall comply with requirements of MDAD Design Procedures.
- The responsibility for the design and compliance with all applicable codes, standards, and ordinances rests solely with the tenant's Architect/Engineer of Record.
- Comply with MDAD security requirements, which if at MIA includes installation of Matrix system where and as applicable.
- A/E of Record shall coordinate requirements for compliance with R.E.R Miami-Dade Department of Environmental Resources Management (DERM and Florida Department of Environmental Protection (DEP) requirements as applicable.
- A/E of Record shall coordinate with Aviation Fire Life Safety Bureau during the design process as applicable.
- Obtain a MDAD Miscellaneous Asbestos Recovery Contract Status Report for the project from MDAD Environmental Engineering Division (305-876-8326).
- Each sheet of the construction plans shall be identified with a title box that includes the following information:

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

B. Upon completion of 75% Construction Documents (CD), the Tenant or its A/E shall submit the required number of sets of CDs to the TAC-N Project Manager for review.

C. TAC-N Project Manager transmits the sets of CDs to pre-determined reviewers for In-House Review, to the MDAD Division reviewers, including any applicable Agencies and MDAD Consultant - Bond Engineering Firm (HNTB). The TAC-N PM shall forward by e-mail the CD attached to a Maintenance Engineering In-House Design Review Request for TAC Projects (Facilities Division Form L_FD3-061).

D. Concurrently, the TAC-N Project Manager shall forward by email, a Design Review Transmittal (Facilities Division Form M_FD3-009) to the MDAD Division reviewers , any applicable Agencies, including MDAD Consultant - Bond Engineering Firm (HNTB), notifying them of the review process.

E. The Tenant's A/E shall confirm receipt of all Review Comments with the TAC-N Project Manager and must submit back-check sets of 100% construction documents with all reviewer-required changes incorporated.

F. TAC-N Project Manager submits SBD Departmental Input Form (SBWWR – Attachment 2) with attachments to MA for review of recommended SBE-CON measures. MA submits project package to SBD for approval.

G. Follow steps 6-8 page 3 (for purposes of Construction) that must be completed prior to Tenant advertisement or award of a contract for construction.

H. The TAC-N Project Manager shall determine how many sets of 100% complete construction documents shall be submitted for review and the tenant or it's A/E shall submit the required number of sets of documents to the TAC-N Project Manager.

I. The TAC-N Project Manager shall forward 100% complete construction document sets to pre-determined reviewers. One of these sets must have the A/E of Record's signature and seal on every design sheet and on the project manual, if provided. The documents shall be attached to a Maintenance Engineering In-House Design Review Request (Facilities Division Form L_FD3-061).

J. Concurrently, the TAC-N Project Manager shall forward by email, a Design Review Transmittal (Facilities Division Form M_FD3-009) to the MDAD Division reviewers , any applicable Agencies, including MDAD Consultant - Bond Engineering Firm (HNTB), notifying them of the review process.

K. The Reviewers will e-mail any issues/comments directly to the tenant's A/E of Record and to the TAC-N Project manager within (14) calendar days of receipt of the plans. The tenant or tenant's A/E shall confirm receipt of all Review Comments with the TAC-N Project Manager.

L. The TAC-N Project Manager shall ensure that comments and issues introduced by reviewers are discussed and resolved.

M. The TAC-N Project Manager shall review the submitted documents. The Tenant's A/E will be responsible to obtain plan reviewers signatures on TAC-N Design Review - 100% C.D Backcheck form (Facilities Division Form N_FD3-062) indicating that their comments have been complied with and incorporated into the revised 100% final documents. The 100% construction drawings submitted for back-check must be accompanied with notarized letter to the TAC-N Project Manager on the A/E's company's letterhead requesting a TAC-N Concurrence Letter to be provided to the tenant (Facilities Division Form O_FD5-017). The A/E's letter must contain the following two paragraphs verbatim:

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

N. The TAC-N Project Manager shall advise the tenant of the Miami-Dade General Services Administration (GSA) Risk Management Division insurance requirements. Prior to the issuance of the MDAD Letter of Concurrence to the tenant, execution of contract documents by the tenant

and its contractor, the tenant shall provide copies of all of the contractor's certificates of insurance to the TAC-N Project Manager who shall request MDAD Risk Management to review them. Upon satisfactory review and compliance, the TAC-N Concurrence Letter (Facilities Division Form O_FD5-017) will be issued, unless there are more requirements in accordance with Building Permit Application Checklist (Facilities Division Form P_FD3-18C).

O. The tenant shall complete a Building Permit Application. The completed permit application shall be signed by an authorized MDAD Owner's Representative (Facility Development or Facility Management Assistant Director). The Tenant shall submit it to the Miami-Dade Department of Regulatory and Economic Resources (R.E.R.) Satellite Office on the First Floor of Miami International Airport Building 3030. The Letter of Concurrence, a copy of the Miscellaneous Asbestos Recovery Contract (MARC) report, if required, and two (2) signed and sealed permit sets of the project 100% construction documents must be attached to the application. The Satellite Office may be reached at (305) 869-1081.

P. For those TAC-N projects that require an amended Lease Agreement and as per the terms of the lease, the following documents must be submitted prior to the issuance of the Letter of Concurrence and prior to construction.

- Performance and Payment Bonds in compliance with the terms of the Lease
- Copy of the Building Permit
- The Environmental Insurance Policy as applicable
- A check in the amount that represents 1% of the budgeted construction hard costs for reimbursement of MDAD Building Department fees
- Contract completion bond as applicable
- Insurance required

Q. Tenant must submit all project related packages including a cost estimate broken down by trade to TAC-N Project Manager after 100% backcheck approval and dry run approval prior to advertisement or award of contract for construction. [Small Business, Wages and Workforce Requirements (SBWWR - Attachment 1)].

R. TAC-N Project Manager to submit SBD Departmental Input Form (SBWWR - Attachment 2) with attachments to MA for review of recommended SBE - A/E measures. MA to submit project package to SBD for approval.

S. SBD delivers measure recommendation, approved applicable Responsible Wages and Construction type, through a Project Worksheet to MA and TAC-N PM (SBWWR - Attachment 3). When a Project Worksheet with no Measures or Wage Requirements is received, then Steps 6 – 8 above are not applicable.

T. The Tenant Prime Contractor and subcontractors must enroll in the County BMWS system and submit completed Certificate of Assurance (COA) (SBWWR - Attachment 4) to TAC-N Project Manager. PM will submit COA to MA for SBD review.

U. Upon receipt of a COA by SBD, the Tenant will receive notification via email (with copy to TAC-N Project Manager) from BMWS to submit their Utilization Plan via BMWS.

V. SBD will submit a compliance review memo (SBWWR - Attachment 5). Tenant cannot execute a contract with Contractor until Tenant has received the SBD Compliance Review Memo.

W. The tenant shall select a contractor to perform the work.

X. The TAC-N Project Manager shall issue a Notice to Proceed.

Prior to commencement of construction, the tenant shall submit copies of the Construction Schedule, schedule of values and the Building Permit to the TAC-N Project Manager. The tenant must also provide any revisions to these documents to the TAC-N Project Manager as they are issued.

START OF CONSTRUCTION PHASE

Y. The TAC-N Project Manager shall determine, based on the complexity and magnitude of the project, if a pre-construction meeting should be held and if regularly scheduled construction meetings are required. If required, the frequency of construction meetings will be based on the complexity and duration of the project. The tenant's A/E and contractor, the TAC-N Project Manager, or designee, and others, as may be required, will attend the construction meetings.

Z. Once the NTP is issued, TAC-N Project Manager and SBD Attends Pre-Construction Meeting. Tenant's Contractor shall submit copies of the construction schedule and building permit to the TAC-N project Manager. TAC-N Project Manager shall monitor construction progress and keep track and record of all RER Construction Permits until permits are closed.

AA. It is the responsibility of the Tenant through its Contractor to:

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

BB. The TAC-N Project Manager, or designee, shall periodically visit the jobsite. The permit set of drawings must always be available on the construction site.

CC. The Tenant Prime Contractor and subcontractors must update the County BMWS system on a monthly basis to track compliance with SBE contract measures and subcontractor payments by submitting monthly certified payrolls into the SBD LCP Tracker system. TAC-N Project Manager shall do periodic audits of certified payrolls (via LCPtracker) to verify compliance with SBD program requirements.

DD. Change orders to a TAC-N Project that either increases the scope of work and cost or reduces the scope of work and cost requires the re-submittal of Input Document addressing the change that may increase or decrease their goal/wage requirement previously issued.

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

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

GG. The tenant must submit to the TAC-N Project Manager copies of the following documents at project completion:

- Signed off Building Permit Inspection within twenty-four hours of issue
- Certificate of Occupancy (CO) or Certificate of Completion (CC) within twenty-four hours of issue; and proof that all construction permits have been closed out by the tenant's Contractors.
- Warranties, service manuals, maintenance instructions, etc. and training for all equipment that will be maintained by MDAD
- Provide copies of final releases or acceptable Consent(s) of Surety for all contractors, subcontractors and suppliers involved with the project.
- SBD's Workforce Performance Report within 30 days of completion of work.

HH. One copy of As-Built drawings (record drawings) on bond paper, signed and sealed by the tenant's A/E of Record and two digital copies as CAD and/or Revit files within thirty (30) days from issue of the Certificate of Occupancy or Certificate of Completion. When the Certificate of Occupancy has been issued and all As-Built Records have been transferred to MDAD Technical Support Division, the TAC-N Project Manager and tenant shall close the project. The TAC-N Project Manager shall issue a TAC-N Project Closeout Memorandum (Facilities Division Form Q_FD5-246) at close of the project.

ASSOCIATED FORMS

1.	Facilities Division Form B_FD1-080	TAC-Non-Reimbursable Project Information
2.	Facilities Division Form C_FD1-090	TAC-N Project Quick Check Form
3.	Facilities Division Procedure D_FD1-020-P	Project Number
4.	Facilities Division Form E_FD1-100	Concept Approval Letter
5.	Facilities Division Form F_FD1-110	TAC-N Project Manager Assignment Request
6.	Facilities Division Form G_FD1-120	TAC-N Hand-Off Package
7.	Facilities Division Form H_ FD1-130	Letter of Introduction
8.	SBD I	SBD Programs and Systems
9.	Facilities Division Form J_FD3-027-P	Waivers and Modifications to the Design Guideline Manual
10.	Facilities Division Form K_FD3-027	Request for Waiver or Permanent Modification of a Design Guideline
11.	Facilities Division Form L_FD3 061	Maintenance Engineering In-House Design Review Request for TAC Projects
12.	Facilities Division Form M_FD3 009	Design Review Transmittal

13.	Facilities Division Form N_FD3-062	TAC-N Design Review - 100% C.D. Backcheck
14.	Facilities Division Form O_FD5-017	TAC-N Concurrence Letter
15.	Facilities Division Form P_FD3-18C	Building Permit Application Checklist
16.	Facilities Division Form Q_FD5-246	TAC-N Project Closeout Memorandum

B

TAC-Non-Reimbursable Project Information

To Property Manager: _____ Property: _____

Date: _____ Tel: _____ Email: _____

Per the TAC-N Project Procedures, please review the following project information and prepare and submit the project "Quick Check" form to all necessary MDAD Divisions to obtain conceptual approval for its design and construction.

1. Project Name: _____
2. Description (scope of work): _____
3. Project Cost (tenant's estimate): Design: $ _____
   Construction: $ _____
   Total: $ _____
4. Tenant Name: _____
   Tenant's Project Point of Contact Name: _____
   Phone: _____ Email: _____
5. Tenant must furnish Certificates of Insurance as required by Miami-Dade by Miami-Dade Risk management: (YES) (NO)
6. Tenant has received and reviewed TAC-N Process and Procedures Letter: (YES) (NO)
7. Tenant understands that MDAD acceptance of its project for construction, must start no later than three months from the MDAD TAC-N Approval Letter and that the tenant must not occupy the spaces until a Certificate of Occupancy or a Certificate of Completion has been submitted to TAC-N: (YES) (NO)
8. Tenant's letter requesting approval of project attached: (YES) (NO)
9. Tenant acknowledges that they have read and acknowledge SBD requirements. (YES) (NO)

_____ _____

Tenant Representative Signature Date

C

TAC-N Project Quick Check Form

Date:

To: Jose A. Ramos, P.E., Facilities Dev. Planning
Felix Pereira, RA, Facilities Dev. Design
Enrique Perez, P.E., Facilities Dev. Construction
Gustavo Leal, Environmental Engineering
Ernesto Beltre, P.E., Civil Engineering
Fred Hebert, Facilities Maint. Utilities
Lydia M. Salas, P.E., Facilities Maint. Engineering
Andre Ragin, Minority Affairs
Rupen Philloura, Terminal Operations
Sarah Abate, Concessions
Michele Raymond, Real Estate Management & Dev.
Susan Feeney, Safety & Security
MDFR-ALSB@miamidade.gov, Aviation Life Safety Bureau
Barbara Carlo, Landside Operations
Maria Perez, Telecommunications/ISD
Lonny Craven, Airside Operations
Gendry Sherer, Fine Arts & Cultural Affairs
Richard Garcia, Facilities Maint. Signage
Maria Diaz-Todaro, Facilities Maint. Interior Design

From: _____

Subject: _____

_____

Please note below your recommendation as to the disposition of this Quick Check by no later than close of business _____ in order to address this request.

Project Approval	Yes	No	Print Name	Signature	Date
Fac. Dev. Planning					
Fac. Dev. Design					
Fac. Dev. Construction					
Fac. Dev. Env. Eng.					
Fac. Dev. Civil Eng.					
Facilities Maint./Utilities					
Facilities Maint. Eng.					
Facilities Maint. Interior Design					
Facilities Maint. Signage					
Minority Affairs					
Terminal Ops.					
Real Estate Management/Concessions					
Safety & Security					
Aviation Life Safety Bureau					
ISD/Telecom.					
Airside					
Landside					
Others					

Expedite Process: ____ Yes ____ No

Comments:

Attachments: _____

CC: Norma Mata, Facilities Dev. Planning
Mark Hatfield, Safety & Security
Robert Warren, Business Retention & Development
Nancy Pantoja Kirtland, P.E., Civil Environmental Eng.

C

Ralph Cutie, Facilities Management. & Eng.
Pedro Hernandez, P.E., Facilities Dev. Mgt.
Maurice Jenkins, ISD/Telecom.
Jesus Valderrama, Fac. Maint. Utilities

Dan Agostino, Operations
Ana Finol, P.E., Fac. Maint. Planning, Eng. & Construction
Grisel Agha-Long, Fac. Maint. Eng.
Juan Paan, Fac. Maint. Construction & Contracts

D

PROJECT NUMBER

PURPOSE

To provide direction on naming and numbering MDAD Facilities Development projects.

SCOPE

Every project and miscellaneous study proposed in a Request for Capital Funding memo must be assigned an MDAD project name and number.

INSTRUCTION

1. USE of PROJECT NAMES and NUMBERS

1.1. When a project or study is proposed in a Request for Capital Funding memo (Facilities Division Form FD1-005) the MDAD Planning Division assigns it a project name and number per the direction provided below.

1.2. If a Project Manager wishes to change a project name or number --- to separate a project into sub-units or bid packages, to combine existing projects into a single, larger project, or in any way alter or create a name or number, the Project Manager shall prepare a request memorandum to the Manager, Planning Division explaining the request. Only the Planning Division can create or alter project names and numbers.

1.3. The project name and number shall be written on all documents relating to the project, e.g., contracts, letters, advertisements, memos, plans, specifications, transmittals, emails, etc.

1.4. The project name and number shall always be written exactly as assigned by the Planning Division. No dashes, spaces, or quotation marks shall be added or other alterations made.

2. ASSIGNMENT of a PROJECT NAME

2.1. A project name consists of a three-character designation of the affected airport, the name of the affected facility area within the airport, and a very brief description of the project. The project name shall not exceed 80 characters in order to meet Project Graphical Tracking System (PGTS) requirements.

2.2. A project name is assigned per the following conventions.

The first three characters denote the affected airport:

- **HST** Miami Homestead General Aviation Airport (X51)
- **MIA** Miami International Airport (MIA)
- **OPF** Miami-Opa Locka Executive Airport (OPF)
- **TMB** Miami Executive Airport (TMB)
- **TNT** Dade Collier Training and Transition Airport (TNT)

The next characters denote the facility within the airport. For example:

- **Cc A** Concourse A
- **Cargo** Cargo Area

The final characters provide a descriptive name for the project. For example:

- **[Building Name] Pkg I** First package of a new building.
- **Civil/Utilities Part 1** First package of underground or civil work.

Examples of Project Names:

- HST Terminal Roadway and Parking
- MIA Bldg 2121 Fire Alarm System
- MIA Cc F Code Compliance Improvements
- MIA Fuel Farm Emergency Security Phones
- MIA Northside Utilities and Drainage Pkg IV-C (Airside)

3. ASSIGNMENT of a PROJECT NUMBER

3.1. The five-character project number indicates the year the project was initiated, the sequential order of the project within that year, and whether the project is a sub-project within a larger project.

3.2. A project number is assigned per the following conventions.

Character 1 consists of a capital letter (A through Z) to denote the calendar year in which a project is initiated.

LETTER	YEAR	LETTER	YEAR
A	1994	R	2011
B	1995	S	2012
C	1996	T	2013
D	1997	U	2014
E	1998	V	2015
F	1999	W	2016
G	2000	X	2017
H	2001	Y	2018
I	2002	AA	2019
J	2003	BB	2020
K	2004	CC	2021
L	2005	DD	2022
M	2006	EE	2023
N	2007	FF	2024
O	2008	GG	2025
P	2009	HH	2026
Q	2010	Z	Prior to 1994

Characters 2, 3 and 4 consist of sequential numbers (001 through 999) that denote the sequence of projects or programs in the specified year.

Character 5 consists of a capital letter (A through Z) that denotes a project unit within a program or larger project. The first project in a program will be denoted by an "A." Subsequent sub-projects or packages are denoted with other letters in alphabetical order.

Examples of Project Numbers:

- The first project number assigned in 2001 **H001A**
- The second project number assigned in 2001 **H002A**
- Subprojects within the second project **H002B** through **H002Z**

4. SPECIAL NUMBERING SYSTEMS

4.1. The North Terminal Development Program has reserved the series of numbers from B700A through B799Z.

4.2. Miscellaneous Construction Contract (MCC) projects are assigned a secondary number based on the contract under which they are being worked.

MIAMI INTERNATIONAL AIRPORT

Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102
T 305-876-7000 F 305-876-0948
www.miami-airport.com

miamidade.gov

Commercial Airport:
Miami International Airport

General Aviation Airports:
Dade-Collier Training & Transition Airport
Miami Homestead General Aviation Airport
Miami Executive Airport
Miami-Opa Locka Executive Airport

E

_____ ___, 2021

Mr. Z
President
ABC Corporation
123 Anytown Street
Any State, xxxxx

Dear _____:

This is to inform you that your Tenant Airport Construction (TAC) project request to _____ _____ has been conceptually approved by Mami-Dade Aviation Department (MDAD) and issued the above-captioned project number.

MDAD will be assigning a TAC-N Project Manager shortly who will guide you through the Small Business Development (SBD) and Arts in Public Places (APP) review, the project's staff selection including but not limited to architect/engineer, consultants, contractor (prime & subs), design, permitting/construction and project closeout processes.

Please call me at _____ or email me via _____ if you have any questions.

Sincerely,

_____
Senior Aviation Property Manager
Real Estate Management & Development

Cc: Name/Title
Deputy Director
Assistant Director Facilities Development
Assistant Director Facilities Management & Engineering
Assistant Director Business Retention & Development

Concept Approval Letter
E_FD1-100 01/21

F

TAC-N PROJECT MANAGER ASSIGNMENT REQUEST

Date:

To:

From:

Subject: Hand-Off Memo

TAC-N Project No.

(*indicate Q/C results*)

Facilities Maintenance Engineering

Facilities Development Planning

Real Estate Management & Development

Facilities Maintenance Interior Design

Concessions

Aviation Fire/Life Safety

Airside Operations

Info Systems/Telecommunications

Others

F

1. Project Title:
2. Project Location:
3. Project Description:
4. Property Manager:
5. Tenant Contact:

6. Project Cost:

7. Lease Number:

Attachments: Approved Quick Check Form(s)
Email Approvals
Exhibit(s)

G

TAC-N HAND-OFF PACKAGE

TAC-N [ ] TAC-N EXPEDITED [ ]

PROJECT NAME: _____

EST. PROJECT COST: $ _____ PROJECT NO.: _____

TAC-N PROJECT MANAGER: _____

PROPERTY MANAGER (REAL ESTATE/CONCESSIONS): _____

ACTIVE LEASE NUMBER: _____

Concept Approval Letter issued by Property Manager	Attached [ ]	Need [ ]	N/A [ ]
Copy of Exhibits: location, concept drawings	Attached [ ]	Need [ ]	N/A [ ]
TAC-N Project Information Form	Attached [ ]	Need [ ]	N/A [ ]
Copy of executed Lease	Attached [ ]	Need [ ]	N/A [ ]
TAC-N Project Manager Assignment Request	Attached [ ]	Need [ ]	N/A [ ]
Copy of Resolution BCC approval	Attached [ ]	Need [ ]	N/A [ ]
Copy of Quick Check approvals	Attached [ ]	Need [ ]	N/A [ ]
FAA approval (master plan, etc. Development)	Attached [ ]	Need [ ]	N/A [ ]
Other documents: _____	Attached [ ]	Need [ ]	N/A [ ]

Upon receipt of this hand-off package, the TAC-N PM shall:
Issue Letter of Introduction; Provide and review with the Tenant, a copy of the TAC-N design and construction procedures; Provide Tenant with a copy of the **TAC-N Project Quick Check Form FD1-090** with comments for compliance; Coordinate meeting with Tenant, SBD, and MDAD (Minority Affairs, Property Manager, and Fine Arts & Cultural Affairs, if applicable); Advise tenant that there will be additional comments from the in-house review; Advise Tenant how to obtain MDAD Design Guidelines.

Comments:

_____

_____

_____

_____

_____
Lydia M. Salas, P.E., Chief, Maintenance Engineering

cc:
TAC-N Project Manager
Real Estate/Concessions Property Manager
Norma Mata
Pedro Hernandez, P.E.
Enrique Perez, P.E.
Felix Pereira, RA
Victor Guilbaud (HNTB)
Timothy Newsome (HNTB)
Gendry Sherer
Ana Finol, P.E.
Sylvia Novela
Andre Ragin
Christina Gorrita
Indira Almeida-Pardillo
Greg Chin
Juan E. Paan
Ralph Cutie
Grisel Agha-Long

DATE: XXX

TO: Tenant

H

RE: TAC-N Project No.
Project Title:

Dear Tenant,

Please be advised that the Miami Dade Aviation Department has assigned me, [Name of PM], as the MDAD Facilities Division Project Manager (PM) for the above-referenced project. I look forward to working with you and your team. My contact information is: Work Phone: XXXXXX, Mobile Phone: XXXX, and email address: XXXX@XXXXX

Please provide me with your Personnel and Emergency Contact List.

You will be responsible for complying with all County and Aviation Department rules and regulations, including the Miami-Dade County Small Business Enterprises (SBE); Architecture & Engineering, Construction and Good & Services programs, before you commence the procurement process for design and construction services as outlined in the attached SBD Project Requirements.

Sincerely:

[Name], Project Manager
Miami-Dade Aviation Department
Office Phone: [Number]
Cell Phone: [Number]
Email: [Address]

w/enclosures

cc: Assistant Director Facilities Development
Assistant Director Facilities Management & Engineering
Assistant Director Operations
Assistant Director Real Estate or Concessions Project Manager
Airport Manager
Project File

I

SMALL BUSINESS, WAGE AND WORKFORCE REQUIREMENTS

IMPROVEMENTS ON COUNTY OWNED LAND

APPLICABLE PROGRAMS

Design:	Small Business Enterprise – Architectural and Engineering (SBE-A&E) Small Business Enterprise – Goods and Services (SBE-G&S)
Construction:	Small Business Enterprise – Construction (SBE-Con) Small Business Enterprise – Goods and Services (SBE-G&S) Responsible Wages and Benefits (Wages) Community Workforce Program (CWP) Residents First Training and Employment Program (Residents 1st) Employ Miami-Dade Program (Employ M-D)

Small Business Enterprise (SBE) Programs reserve portions of or entire contracts for participation by certified small businesses through the application of small business measures. Applies to all construction contracts funded in whole or in part with County funds and all leases and contracts for privately funded construction on County-owned land. This section shall not apply to privately funded construction on any County-owned facilities or property where the total value of the construction is $200,000.00 or less.

Responsible Wages and Benefits requirements apply to all leases and contracts which provide for privately funded construction, alteration or repair of buildings or improvements located on County-owned land. Construction projects on County owned land valued $5 million or less and financed 100% through private sources are exempt, as are, entities that meet all 3 of the following: 501(c)(3) and not-for-profit and community based. All contractors regardless of tier must pay employees the wage rate in the schedule that corresponds with the type of work being performed without regard to skill. The County's wage schedule is update annually. The wage schedule that applies is the one in effect for the year in which the work is being performed.

The **Community Workforce Program (CWP)** is designed to increase employment opportunities in the area of construction, for residents of underserved residential areas throughout Miami-Dade County identified as Designated Target Areas (DTA). The local workforce goal is a requirement that a percentage of the workforce performing construction trades work and labor under the contract be a resident of a DTA the project is located in. CWP applies to construction contracts funded in whole or in part by County funds or with private funds on County owned land valued greater than $250,000.

The **Residents First Training and Employment Program** applies to County construction contracts and projects or leases for privately funded construction on County owned land valued in excess of $1 million and requires all persons employed by the contractor to perform construction to have completed the OSHA 10-Hour construction safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor; and contractors make best reasonable efforts to promote employment opportunities for local residents and achieve a project goal of having 51% of all Construction Labor hours performed by Miami-Dade County residents.

SMALL BUSINESS, WAGE AND WORKFORCE REQUIREMENTS

The **Employ Miami-Dade Program** applies to contracts valued in excess of $1 million or privately funded projects or leases valued in excess of $1 million for construction, demolition, alteration or repair of buildings or improvements on County owned land shall make a good faith effort to fill at least 20% of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.

APPLICABLE SYSTEMS REQUIRED TO BE USED BY TENANTS

Small Business Development's (SBD's) successful implementation of Miami-Dade County's Business Management Workforce System (BMWS) was completed with LCPtracker, a web-based payroll management system, which went live on May 1, 2019. This web-based system is utilized to apply for small business certifications, manage and report on County contracts, and to track compliance with SBE Program measures, Workforce Program requirements, and subcontractor payments.

The use of BMWS is mandatory for firms contracting with Miami-Dade County for the submission and verification of subcontractor payment information; LCPtracker is required for the submission of certified payrolls for contracts with wage requirements. Therefore, attending a hands-on training session is strongly encouraged. For more information regarding BMWS, contact SBD at 305-375-3111.

Links to legislation, implementing documents, wage schedules and forms can be found at:
http://www.miamidade.gov/smallbusiness/

PRE-AWARD PROCESS

Each project for the procurement of Construction and Architectural & Engineering services must be submitted to Miami-Dade County Small Business Development (SBD) to establish contract(s) measures and provide subcontracting opportunities for certified SBE-A&E, SBE-Construction and SBE-G&S firms and the establishment of measures accordingly prior to advertisement and/or establishing contract(s). SBE–G&S measures apply to Construction and A&E contracts valued over $750,000. ***NOTE: Tenant can submit A/E services for measure review initially followed by construction services. However, it is the Tenant's responsibility that once construction scope/estimates/trade breakdowns are ready, the Tenant submits to MDAD Project Manager for review per below. No work will be allowed to be performed until process for all areas of a Tac Project are completed.***

A. Responsibility of the Tenant – Project Submittal Process

After receipt of the MDAD Concept letter from MDAD Property Manager, Tenant must submit ALL project related packages for Architectural & Engineering and Construction services that are part of the TAC project to MDAD Project Manager prior to advertisement/contract establishment to include:

- Detailed scope of services
- Complete breakdown of the project cost estimate identifying the sub-trade areas by division
- Listing of all special requirements (special licensure, manufacturer's certification, experience, payment/performance bond requirement, etc.)

Sample submittal package included. (Attachment 1)

B. Responsibility of MDAD Project Manager – Project Submittal Process

Submit COMPLETED and signed SBD Departmental Input Document Form (Attachment 2) along with ALL applicable attachments (as listed in Section A above) to MDAD Contracts Administration (CA). CA will review form and attachments and submit the project's package to SBD.

C. Responsibility of SBD – Project Review and Analysis Process

SBD will review all project submittal documents to ensure the packages are complete, identifying all trade areas to properly bid the project. SBD will review all special requirements or conditions to ensure that there are no artificial barriers to prevent opportunities for Small Business participation.

- Each sub-trade will be reviewed for possible participation by small businesses.
- To determine whether certified firms are ready, willing and able to perform, firms will be surveyed and required to respond in writing.
- Firms will be sent project information on an availability form letter for their review and response accordingly.

- Only Firms certified in the various commodities included in project package will be surveyed.
- SBD will deliver measure recommendation through a Project Worksheet (Attachment 3) to MDAD CA and MDAD Project Manager within 2 days for A/E projects and 5 days for construction projects. For construction the applicable CWP goal and applicable wage schedule will also be included.

D. TAC Project Advertisement/Contract Establishment – Small Business Participation Compliance

- The Tenant must include all program requirements and Certificate of Assurance forms in each bid package/advertisement/contract documents.

- SBD will participate in all MDAD meetings with Tenant after project concept is approved by MDAD to ensure tenants are aware of the SBE measures, wage and local hiring requirements.

E. Pre-Award/Pre-Establishment of Contracts Compliance Review

- After bid openings and/or prior to contract establishment, Tenant must submit the completed Certificate of Assurance (COA) to MDAD Project Manager. A COA is a form submitted with bid documents whereby the Tenant and their prospective Contractor(s) acknowledges: (i) SBE measures apply to the project; and (ii) Tenant will submit its list of certified SBEs to satisfy the measure via Miami-Dade County's web-based reporting system, Business Management Workforce System (BMWS) within a specified timeframe.
- MDAD Project Manager will submit COA to Contracts Administration for SBD review.
- Upon receipt of the COA by SBD, the Tenant will receive notification via email from BMWS to submit their Utilization Plan via BMWS.
- SBD will submit a Compliance Review Memo (Attachment 4) to disclose the Tenants' compliance status as it relates to the SBE goals.
- **Tenant will not move forward with contract award(s) nor execute a contract until it is determined that Tenant's Contractor is in compliance with established small business goals and Tenant has received the SBD Compliance Review Memo (Attachment 4).**
- MDAD Project Manager will process Tenant's Permit Application upon receipt of the SBD Compliance Memo (Attachment 4).

POST AWARD COMPLIANCE

RESPONSIBILITIES OF TENANT

A. Small Business Enterprise Program

- Invite SBD to attend all Pre-Construction/Pre-Work meetings to advise awarded Prime Contractor of small business, wage and/or workforce requirements.
- Enter into subcontracts with SBE(s) for the price and scope reported on the Utilization Plan.
- Ensure SBEs maintain certification through the duration of the job, perform a commercially useful function and do not subcontract work further. SBEs must have a contractual responsibility for the execution of a distinct element of the work of a contract and carry out that responsibility by actually performing, managing and supervising the work involved. Acting as a broker is not considered a commercially useful function.
- Report payments to SBE(s) through BMWS and require SBEs reply to confirm payments reported.
- Ensure small businesses meeting goals are promptly paid within 2 days of receiving payment from the Developer/County.
- Submit requests to deviate from approved small business goals to the Director of SBD, through BMWS for approval prior to deviation.
- Forward complaints regarding small business utilization and/or payment to SBD for investigation.

B. Responsible Wages and Benefits

- Ensure wage schedule is posted on the job site,
- Require prime and subcontractors at every tier level submit certified payrolls monthly via LCPtracker, a web-based Certified Payroll Management System.
- Verify payrolls have been submitted by all contractors prior to accepting their requisition.
- In the case of suspected underpayment to employees, withhold funds due to prime contractor/subcontractors to protect any wages due to employees upon receipt of a written stop payment request from SBD.
- Forward complaints of underpayment to SBD for investigation

C. Community Workforce Program

- Prior to issuance of Notice to Proceed ensure contractor submits list of subs and Construction Workforce Plan (Form RFTE 1) and it is deemed acceptable by SBD.
- New hires must be recruited from the project Designed Target Area.
- SBD must be notified of changes in workforce.

D. Residents First Training and Employment Program

- Ensure completed Responsible Contractor Affidavit (Form RFTE 1) is submitted with bid
- Prior to issuance of Notice to Proceed ensure contractor submits list of subs, Responsible Subcontractor Affidavits (Form RFTE 1) and Construction Workforce Plan

(Form RFTE 1) and it is deemed acceptable by SBD.
- All employees found on-site must have OSHA-10 Safety Training.
- SBD must be notified of changes in workforce.
- Collect Workforce Performance Report (Form RFTE 4) within 30 days of completion of work and it is deemed acceptable by SBD prior to final payment.

E. Employ Miami-Dade Program

- Prior to issuance of Notice to Proceed ensure contractor submits list of subs and Construction Workforce Plan (Form RFTE 1) and it is deemed acceptable by SBD.
- New hires must be recruited through CareerSource Florida.
- SBD must be notified of changes in workforce.
- Collect Workforce Performance Report (Form RFTE 4) within 30 days of completion of work and it is deemed acceptable by SBD prior to final payment.

RESPONSIBILITIES OF SBD - POST AWARD

- Review Residents 1st affidavits prior to contract award
- Attend pre-construction meetings to explain program requirements
- Review CWP, Residents 1st and Employ Miami-Dade Construction Workforce Plans (Form RFTE 2) prior to issuance of Notice to Proceed
- Obtain and review the subcontract agreements for the certified small business meeting goals
- Conduct on-site interviews of employees to ensure compliance with SBE, wage, and workforce requirements
- Review Compliance Audits and Certified Payrolls submitted through the County's web-based system
- Process SBE deviation requests
- Investigate complaints and administer compliant process
- 50% and 75% SBE goal compliance review
- Final compliance review for small business and workforce requirements

SMALL BUSINESS, WAGE AND WORKFORCE REQUIREMENTS

IMPORTANT LINKS

Applicable legislation, wage schedules and forms: http://www.miamidade.gov/smallbusiness/
Business Management Workforce System (BMWS) and LCPtracker:
https://mdcsbd.gob2g.com/

For training or questions about BMWS or LCPtracker, please contact BMWS@miamidade.gov or call (305) 375-3111.

ATTACHMENTS

1: Sample Pre-Award Project Submittal Package
2: Sample SBD Departmental Input Form
3: Sample SBD Project Worksheet
4: Sample SBD Compliance Review Memo
5: Applicable SBD Legislation

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ATTACHMENT 1

MSC CRUISES

Date: October 10, 2019

To: Gyselle Pino, Director of Contracts and Procurement
PortMiami

From: Diana Beauchamp Lopez, P.E.
Vice President Port Development
MSC Cruises Miami Cruise Terminal LLC

Subject: SBE Goal Recommendations for MSC Cruises Miami Cruise Terminals Project

In accordance with the Terminal Development Management and Lease Agreement between Miami-Dade County and MSC Miami Cruise Terminal LLC to Design, Build, Operate, Finance and Maintain a Cruise Terminal and Office Complex at PortMiami, this Memorandum serves to provide a recommendation for Small Business Enterprise (SBE) measures/goals for Architectural & Engineering (A/E), Construction (CON), Goods & Services (G&S), and Community Workforce Program (CWP).

The approximate duration of the project is approximately 730 calendar days, including Complete Design and Construction, with an expected direct cost of $283,440,000, broken down as follows:

$254,241,547.00	Estimated Construction Cost
$20,000,000.00	Estimated Architecture & Engineering Cost
$4,113,623.00	Art in Public Places (1.5%)
$5,084,830.00	Permit Allowance (2%)
$283,440,000.00	**Total Estimated Cost**

The project is expected to include the following: demolition of site and utilities as needed to make space for the construction of two new cruise terminals with an office element, construction of a parking garage structure element, construction of two new berths (Berths 8 and 9) and expansion of the apron via a new bulkhead and seawall, installation of utilities for the apron to service vessels, dredging of the waterway for the berthing of two (2) cruise ships, construction of provisioning and intermodal areas, site improvements and development, construction of a connecting roadway system within the Ground Lease area connecting to the PortMiami public roadway, and connection and improvement of all utilities as needed for the operation of the Project.

MSC CRUISES

For the firms providing A/E design services for this Project, the following Technical Certification Categories will be required:

Technical Certification No.	Type	Description	Percentage	Amount
5.02	Lead A/E	Port and Waterway Systems – Architectural Design	34%	$6,800,000
5.03	Lead A/E	Port and Waterway Systems – Cruise Terminal Design	15%	$3,000,000
18	Lead A/E	Architectural Construction Management	8.00%	$1,600,000
22	Lead A/E	ADA Title II Consultant	1.00%	$200,000
5.04	Other	Port and Waterway Systems – Cruise Terminal Equipment Design	1.00%	$200,000
5.08	Other	Port and Waterway Systems – Marine Engineering	6.50%	$1,300,000
5.09	Other	Port and Waterway Systems – Environmental Design	1.50%	$300,000
5.10	Other	Port and Waterway Design – Transportation Sytems	1.50%	$300,000
8	Other/SBE-AE	Telecommunication Systems	2.00%	$400,000
9.02	Other	Soils, Foundations, and Material Testing – Geotechnical and Materials Engineering Services	0.50%	$100,000
9.03	Other	Soils, Foundations, and Material Testing – Concrete and Asphalt Testing Services	0.50%	$100,000
9.04	Other	Soils, Foundations, and Material Testing – Non-Destructive Testing and Inspection	0.50%	$100,000
11	Other	General Structural Engineering	5.00%	$1,000,000
12	Other	General Mechanical Engineering	3.00%	$600,000
13	Other	General Electrical Engineering	3.00%	$600,000
14	Other/SBE-AE	Architecture	1.00%	$200,000
15.01	Other/SBE-AE	Surveying and Mapping – Land Surveying	0.50%	$100,000
15.03	Other/SBE-AE	Surveying and Mapping – Underground Utility Location	0.50%	$100,000
16	Other/SBE-AE	General Civil Engineering	2.00%	$400,000

MDC261

MSC CRUISES

17	Other/SBE-AE	Engineering Construction Management	4.00%	$800,000
20	Other/SBE-AE	Landscape Architecture	4.00%	$800,000
N/A	Other	Miscellaneous/Specialty Engineering	5.00%	$1,000,000
		Total Estimated A/E Services	**100%**	**$20,000,000**

It is recommended that the SBE goals be set at 14% for Architectural and Engineering Services, 10.01% for Construction, and 2.20% for Goods and Services. Additionally, a recommendation for a Community Workforce Plan goal of 10% is recommended.

MDC262

MSC Cruises - Terminals AA & AAA
Project Analysis for Goal Recommendation (SBE-CON)

	Estimated Cost	SBE-Con Analysis	% of Item to Base Bid
-DIVISION 1 - GENERAL REQUIREMENTS	$ 12,712,077.35		
-DIVISION 2 - EXISTING CONDITIONS	$ 635,603.87	$ 635,603.87	0.25%
-DIVISION 3 - CONCRETE	$ 55,933,140.34		
-DIVISION 4 - MASONRY	$ 5,084,830.94	$ 5,084,830.94	2.00%
-DIVISION 5 - METALS	$ 5,084,830.94		
-DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES	$ 1,525,449.28		
-DIVISION 7 - THERMAL AND MOISTURE PROTECTION	$ 6,356,038.68		
-DIVISION 8 - OPENINGS	$ 11,440,869.62		
-DIVISION 9 - FINISHES	$ 15,890,096.69		
Painters and Allied Trades		$ 2,383,514.50	0.94%
-DIVISION 10 - SPECIALTIES	$ 2,542,415.47		
-DIVISION 11 - EQUIPMENT	$ 3,813,623.21		
-DIVISION 12 - FURNISHINGS	$ 4,322,106.30		
-DIVISION 13 - SPECIAL CONSTRUCTION	$ 63,560,386.75		
-DIVISION 14 - CONVEYING EQUIPMENT	$ 5,720,434.81		
-DIVISION 21 - FIRE SUPPRESSION	$ 5,084,830.94	$ 5,084,830.94	2.00%
-DIVISION 22 - PLUMBING	$ 6,356,038.68		
-DIVISION 23 - HVAC	$ 8,135,729.50		
Sheet Metal Workers		$ 2,847,505.33	1.12%
-DIVISION 25 - INTEGRATED AUTOMATION	$ 1,525,449.28		
-DIVISION 26, 27 & 28 - ELECTRICAL, COMM, SAFETY	$ 22,881,739.23		
Low Voltage		$ 6,864,521.77	2.70%
-DIVISION 31 - EARTHWORK	$ 4,576,347.85		
-DIVISION 32 - EXTERIOR IMPROVEMENTS	$ 2,542,415.47	$ 2,542,415.47	1.00%
-DIVISION 33 - UTILITIES	$ 4,703,468.62		
LEED Allowance	$ 3,813,623.21		
TOTALS	**$ 254,241,547.00**	**$ 25,443,222.82**	**10.01%**

MSC Cruises - Terminals AA & AAA

Project Analysis for Goal Recommendation (SBE-G&S)

Sub-trade	Estimate Cost	% of Item to Base Bid
Field Surveying	$ 635,603.87	0.25%
Temporary Utilities / Portable Toilets	$ 889,845.41	0.35%
LEED Consultant (General Contractor's Rep.)	$ 2,542,415.47	1.00%
Trash / Storage Containers (20 ton.)	$ 1,525,449.28	0.60%
Estimated Construction Cost (SBE)	**$ 5,593,314.03**	**2.20%**
Estimate Construction Cost (Total)	$ 254,241,547.00	100.00%

MSC Cruises - Terminals AA & AAA

Project Analysis for Goal Recommendation (SBE-CWP)

Trade/Skills Required	Estimated Cost	% of Item to Base Bid	Est. # of Workforce Required Per Trade	Est. # of days to Complete Job
-DIVISION 2 - EXISTING CONDITIONS	$635,603.87	0.25%	6	730
-DIVISION 3 - CONCRETE	$55,933,140.34	22.00%	130	730
-DIVISION 4 - MASONRY	$5,084,830.94	2.00%	15	680
-DIVISION 5 - METALS	$5,084,830.94	2.00%	18	730
-DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES	$1,525,449.28	0.60%	9	130
-DIVISION 7 - THERMAL AND MOISTURE PROTECTION	$6,356,038.68	2.50%	18	730
-DIVISION 8 - OPENINGS	$11,440,869.62	4.50%	27	730
-DIVISION 9 - FINISHES	$15,890,096.69	6.25%	49	730
-DIVISION 10 - SPECIALTIES	$2,542,415.47	1.00%	5	170
-DIVISION 11 - EQUIPMENT	$3,813,623.21	1.50%	17	280
-DIVISION 12 - FURNISHINGS	$4,322,106.30	1.70%	12	360
-DIVISION 13 - SPECIAL CONSTRUCTION	$63,560,386.75	25.00%	85	950
-DIVISION 14 - CONVEYING EQUIPMENT	$5,720,434.81	2.25%	12	380
-DIVISION 21 - FIRE SUPPRESSION	$5,084,830.94	2.00%	16	610
-DIVISION 22 - PLUMBING	$6,356,038.68	2.50%	20	680
-DIVISION 23 - HVAC	$8,135,729.50	3.20%	35	680
-DIVISION 25 - INTEGRATED AUTOMATION	$1,525,449.28	0.60%	4	160
-DIVISION 26, 27 & 28 - ELECTRICAL, COMM, SAFETY	$22,881,739.23	9.00%	60	730
-DIVISION 31 - EARTHWORK	$4,576,347.85	1.80%	16	375
-DIVISION 32 - EXTERIOR IMPROVEMENTS	$2,542,415.47	1.00%	8	265
-DIVISION 33 - UTILITIES	$4,703,468.62	1.85%	10	450
General Requirements	$12,712,077.35	5.00%		
LEED Allowance	$3,813,623.21	1.50%		
Estimated Construction Cost	**$254,241,547.00**	**100.00%**	572	

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ATTACHMENT 2

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No.
Contract
☐ Re-Bid ☐ Other LIVING WAGE APPLIES: ☐ YES ☐ NO

Requisition No./Project No.: TERM OF CONTRACT

Requisition /Project Title:

Description:

Issuing Department: Contact Person: Phone:

Estimate Cost: GENERAL FEDERAL OTHER

Funding Source:

ANALYSIS

Commodity Codes:

Contract/Project History of previous purchases three (3) years
Check here ☐ if this is a new contract/purchase with no previous history.

	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			

Comments:

Continued on another page (s): ☐ Yes ☐ No

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

Date sent to SBD:

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ATTACHMENT 3

Small Business Development Division

Project Worksheet

Project/Contract Title:	Cruise Terminals AA/ AAA (MSC Cruise Terminal)	**Received Date:**	10/28/2019
Project/Contract No:	2017-001.01 (BUILD)	**Funding Source:**	Private
Department:	Seaport		
Estimated Cost of Project/Bid:	$254,241,547.00		
Description of Project/Bid:	MSC Cruises Cruise Terminal Design/Build		

Contract Measures

Measure	Program	Goal Percent
Goal	SBE - Con	10.01%
Goal	SBE - Goods	2.20%
Workforce Goal	CWP	10.00%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-Con)
An analysis of the factors contained in Section VI. C. of Implementing Order 3-22 indicates that a 10.01% Small Business Enterprise – Construction (SBE Con) subcontractor goal is appropriate for the trades of: Masonry Contractors; Electrical Contractors and Other Wiring Installation Contractors; Painting and Wall Covering Contractors; Plumbing, Contractors; Other Building Finishing Contractors and All Other Specialty Trade Contractors.

SMALL BUSINESS ENTERPRISE - GOODS (SBE-Good)
An analysis of the factors contained in section VIII. B. of Implementing Order 3-41 & Ordinance 14-41 indicates that a 2.20% is appropriate for the goods portion of this contract in; Builder's Supplies; Electrical Cable and Wire, Not Electronic; Electrical Equipment and Supplies, Except Cable and Wire; Electronic Equipment, Components, Parts, and Accessories and Plumbing Equipment, Fixtures, and Supplies.

SBE-Con and SBE-G or S subcontractor Goals can be met by 1st, 2nd and 3rd Tier Subcontractor.

CWP Estimated Workforce: CWP Workforce Recommendation

NAICS 238140 Masonry Contractors, NAICS 238210 Low voltage electrical work, NAICS 238220 Fire sprinkler system installation, NAICS 238220 Heating, ventilation and air-conditioning (HVAC) contractors, NAICS 238220 Plumbing contractors, NAICS 238390 Other Building Finishing Contractors, NAICS 238990 All Other Specialty Trade Contractors, NAICS 238320 Painting and Wall Covering Contractors, NIGP 15000 BUILDER'S SUPPLIES, NIGP 28000 ELECTRICAL CABLE AND WIRE, NOT ELECTRONIC, NIGP 28500 ELECTRICAL EQUIPMENT AND SUPPLIES, EXCEPT CABLE AND WIRE, NIGP 28700 ELECTRONIC EQUIPMENT, COMPONENTS, PARTS, AND ACCESSORIES (SEE CLASS 730 FOR TESTING OR ANALYZING TYPE), NIGP 67000 PLUMBING EQUIPMENT, FIXTURES, AND SUPPLIES, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors

Small Business Contract Measure

Sub-trade	Category
All Other Specialty Trade Contractors	SBE - Con
Electrical Contractors And Other Wiring Installation Contractors	SBE - Con
Masonry Contractors	SBE - Con
Plumbing Contractors	SBE - Con

Fire Sprinkler System Installation	SBE - Con
Low Voltage Electrical Work	SBE - Con
Other Building Finishing Contractors	SBE - Con
Heating, Ventilation And Air-Conditioning (HVAC) Contractors	SBE - Con
Painting And Wall Covering Contractors	SBE - Con
Plumbing Equipment, Fixtures, And Supplies	SBE - Goods
Electrical Cable And Wire, Not Electronic	SBE - Goods
Plumbing Equipment, Fixtures, And Supplies	SBE - Goods
Electronic Equipment, Components, Parts, and Accessories	SBE - Goods

Living Wages: YES [ ] NO [X] Highway: YES [ ] NO [X] Heavy Construction: YES [ ] NO [X]

Responsible Wages: YES [X] NO [ ] Building: YES [X] NO [ ]

SBD Director

10-31-19
Date

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ATTACHMENT 4

Memorandum MIAMI-DADE COUNTY

DATE: September 21, 2020

TO: Sylvia Novela, Strategic Procurement Director
Miami-Dade Aviation Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Passenger Screening Program

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review of the subject project for compliance with the Small Business Enterprise Program for Construction Services (SBE-Con) The contract measures established for this project is a SBE-Con 12.18% sub-contractor goal.

The Miami-Dade Aviation Department submitted project documents from Leidos, Inc., for the Passenger Screening Program. The firm submitted the Utilization Plan (UP) via the Business Management Workforce System (BMWS). Please find the results of SBD's compliance review below.

FIRM:	STATUS:
1. Leidos, Inc.	Compliant

SUMMARY:

Leidos, Inc., (1) a non-certified SBE-Con firm committed to utilize the following certified firm; Dunn Development, LLC to perform site preparation, commercial building construction work at 12.18%.

Please note that SBD staff reviewed and addresses compliance with the SBE-Con program only. The Miami Dade Aviation Department is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to call Robert Parson, SBD Contract Compliance Officer 2 at (305) 375-3182.

c: L. Johnson, SBD
C. Corrales, SBD
C. Gorrita MDAD

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ATTACHMENT 5

Sec. 2-10.4.01. -Small Business Enterprise Architecture and Engineering Program.

(1) *Title.* This Section shall be referred to as the Miami-Dade County Small Business Enterprise Architecture & Engineering ("CBE" or "CBE-A/E") Program.

(2) *Definitions.* For purposes of this section:

A. *Agreement* means an agreement proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for architectural, landscape architectural, engineering, and surveying and mapping professional services.

B. *Available or availability* means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having:

(1) Reasonably estimated, uncommitted capacity and expertise;

(2) All licenses, permits, registrations, insurances and certifications;

(3) The ability to obtain bonding that is reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and

(4) The ability to otherwise meet all the proposal specifications.

C. *A/E Advisory Board* is the board established for the purpose of supporting and promoting the Small Business Enterprise Architecture & Engineering Program.

D. *Bonding Assistance* may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.

E. *Business day* means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

F. *CBE-A/E Objective* means the objective of assuring that not less than 10 percent of the County's total annual expenditures for professional architectural, landscape architectural, engineering, and surveying and mapping services, are expended with CBE-A/Es certified under this section, for projects specific and multiple project contracts. The foregoing CBE-A/E objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the County Mayor or designee.

G. *CBE-A/E Program* is the Small Business Enterprise Program for the Architectural, Engineering, Landscape Architectural, Surveying and Mapping Professionals.

H. *Calendar day* means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

I. *Certificate of Assurance* means the departmental form submitted with proposal documents whereby the Proposer acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Proposer will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.

J. *Commercially useful function* means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

1 The evaluation of the amount of work subconsulted;

2 Normal industry practices;

SMALL BUSINESS DEVELOPMENT

CERTIFICATE OF ASSURANCE(COA)

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: _____ Project Title: _____

Bidder/Proposer: _____ FEIN: _____

Address: _____ City _____ State _____ ZIP _____

Phone Number: _____ Email address: _____

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____% SBE-A/E, _____% SBE-Cons, _N_ Trade Set-aside SBE-Cons, _____% SBE-G, and/or _____% SBE-S.
(For Goals, write in the percentage. For Set-aside, put Y or N.)

Print Prime Bidder's Name & Title	Prime Bidder's Signature	Date

To satisfy the requirements for Step 1 - Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

_____

Signature of Owner

SWORN TO and subscribed before me this day_____of_____, 20_____

_____

Signature of Notary Public-State of Florida

My Commission Expires:

WAIVERS AND MODIFICATIONS TO THE DESIGN GUIDELINES MANUAL

PURPOSE

To provide direction on how to request a waiver or permanent modification to the MDAD Design Guidelines Manual.

DEFINITIONS

Design Guideline: Requirement specified in the MDAD Design Guidelines Manual.

Design Guideline Modification: MDAD authorization to permanently change a specified design requirement or to add or delete a requirement.

Design Guideline Waiver: MDAD authorization to waive a specified design requirement in the design of a specific project.

DESIGN GUIDELINE MODIFICATIONS (PERMANENT)

1. Any MDAD staff member, business partner, or consultant who identifies a compelling need to change a Design Guideline may initiate a request for a Design Guideline modification by preparing and signing a Request for Waiver or Permanent Modification of a Design Guideline (Facilities Division Form K_FD3-027). The initiator shall provide an explanation and justification for the proposed modification and check the "Permanent Modification" box on the form. When a very detailed modification is being requested, the form shall be supplemented with a copy of the affected section(s) revised to show the desired change (deleted text lined through and new text in bold italics).

2. The initiator shall meet with the MDAD Facilities Division Design Guidelines Coordinator to determine which MDAD divisions and external organizations need to review and recommend approval of the modification request and shall ensure these entities are listed in the Recommendation for Approval section of the form. In all cases MDAD Facilities Management & Engineering shall be the first reviewing organization.

3. The initiator shall hand deliver the completed form and any attachments to the MDAD Facilities Management & Engineering Division's designated staff person for review and recommendation to the Assistant Aviation Director, Facilities Management & Engineering. If in agreement, the Assistant Aviation Director, Facilities Management shall recommend the modification by signing and dating the request and returning it to the initiator.

   If the Assistant Aviation Director, Facilities Management & Engineering determines that the request is not appropriate, he/she shall return the unsigned request to the initiator with an explanation in the remarks field of the form.

4. After recommendation of the Assistant Aviation Director, Facilities Management & Engineering, the initiator shall hand deliver the forms and any attachments to each of the authorized representatives of designated divisions and organizations determined in Step 2 for review. If in agreement, each representative shall recommend the modification by signing and dating the request and returning it to the initiator.

   If any reviewer determines that the request is not appropriate, he/she shall return the unsigned request to the initiator with an explanation in the remarks field of the form. The initiator shall then communicate the failure of the request process to the project manager and other participants who had previously recommended approval.

5. When all necessary organizations have reviewed the modification request and have indicated their recommendation that the modification be approved by signing the form, the initiator shall hand deliver the form and any attachments to the Design Guidelines Coordinator, who shall initial the request and forward it to the Assistant Aviation Director, Facilities Development.

6. The Assistant Aviation Director, Facilities Development, shall review the request and its justification and, if in agreement, approve the request by signing and dating it and returning it to the Design Guidelines Coordinator.

   If the Assistant Aviation Director, Facilities Development determines that the request is not appropriate, he/she shall return the unsigned request to the initiator with an explanation in the remarks field of the form. The initiator shall then communicate the failure of the request process to the project manager and the other participants who had recommended approval. Approval or disapproval by the Assistant Aviation Director, Facilities Development shall be final.

7. The Design Guidelines Coordinator shall forward copies of an approved request to the initiator, all MDAD divisions and other organizations that have participated in the review process, MDAD Facilities Development Design Chief, MDAD Facilities Maintenance Engineering Chief and the Consulting Engineer. The Design Guidelines Coordinator shall retain the original.

8. The Design Review Chief shall incorporate the approved permanent modification into the Design Guidelines. The Chief shall use the revised section(s) provided electronically by the initiator. If the change is documented only in the summary information contained in the Request for Waiver or Permanent Modification of a Design Guideline, the Design Review Chief shall create the necessary text to incorporate the approved modification into the Design Guidelines.

9. The Design Review Chief shall distribute the permanent modification by

   - Sending revised sections, Cover pages and Tables of Contents via email to MDAD Information Systems for installation on the MDAD Website and Intranet;
   - Notifying users for whom we have email addresses that the revisions have been placed on the Website and Intranet;
   - Sending notices and hardcopy or diskettes to in house holders of same and to those few users who have been given authorization to have those formats; and
   - Any other methods that may from time to time be approved by the Design Guidelines Coordinator.

DESIGN GUIDELINE WAIVERS (PROJECT-SPECIFIC)

10. If a tenant, business partner, or A/E identifies a compelling need to deviate from a Design Guideline requirement in the design of a project component, he/she shall prepare and sign a Request for Waiver or Permanent Modification of a Design Guideline (Facilities Division Form FD3-027) providing an explanation and justification for the proposed waiver. The "Waiver" box shall be checked.

    Requests for waivers of requirements shall be judged against a clear:

    - Satisfaction of project requirements.
    - Necessity to preserve continuity of design intent.
    - Compatibility with existing, future, adjacent, or corollary contexts.
    - Current and continuing availability and feasibility of the means to fulfill the Design Guidelines Manual requirement for which the waiver is requested.
    - Life cycle cost benefit to MDAD by value analysis in accordance with Miami Dade County Ordinance 94-73, Section 2-10.4.

- Minimization of sole sources which limit competition.
- Durability and ease of maintenance.
- Overall strength of the justification presented.
- Absence of any compelling need not to grant a waiver.

Initial ignorance and later discovery of the applicability of a Design Guideline requirement to a project, neglect to incorporate it initially, or failure of the project book or awarded professional services agreement to mention the requirement do not constitute justification of a waiver.

11. The initiator shall submit the completed form and any supporting documentation to the project's manager.

12. The project manager shall review the request and consider the strength of the justifications presented by the initiator and whether there are compelling reasons NOT to grant a waiver. If the project manager decides to recommend the waiver, he/she shall sign and date the waiver request and hand deliver it to the MDAD Facilities Division Design Guidelines Coordinator.

    If the project manager decides not to recommend the waiver, he/she shall return the unsigned request to the initiator with an explanation for the determination.

13. The project manager shall meet with the Design Guidelines Coordinator to determine which MDAD divisions and external organizations will need to review and recommend the waiver request. In all cases MDAD Facilities Management shall be the first reviewing organization.

14. The project manager shall hand deliver the completed form and any attachments to the MDAD Facilities Management & Engineering Division's designated staff person for review and recommendation to the Assistant Aviation Director, Facilities Management & Engineering. If in agreement, the Assistant Aviation Director, Facilities Management & Engineering shall recommend the modification by signing and dating the request and returning it to the project manager.

    If the Assistant Aviation Director, Facilities Management & Engineering determines that the request is not appropriate, he/she shall return the unsigned request to the Design Guidelines Coordinator with an explanation in the remarks field of the form. The Design Guidelines Coordinator shall then communicate the failure of the request process to the initiator and the project manager and initiator.

15. After recommendation of the Assistant Aviation Director, Facilities Management& Engineering, the project manager shall hand carry the forms and any attachments to each of the authorized representatives of designated divisions and organizations determined in Step 15 for review. If in agreement, each representative shall recommend the waiver by signing and dating the waiver request and returning it to the project manager.

    If any reviewer determines that the waiver is not appropriate, he/she shall return the unsigned waiver request to the project manager with an explanation in the remarks field of the form. The project manager shall then communicate the failure of the request process to the initiator and the other participants who had previously recommended approval.

16. When all necessary organizations have reviewed the waiver request and have indicated their recommendation that the waiver be granted by signing the form, the Design Guidelines Coordinator shall initial the request and forward it to the Assistant Aviation Director, Facilities Development.

17. The Assistant Aviation Director, Facilities Development shall review the request and its justification and, if in agreement, approve the request by signing and dating it and returning it to the Design Guidelines Coordinator.

    If the Assistant Aviation Director, Facilities Development determines that the request is not appropriate, he/she shall return the unsigned request to the Design Guidelines Coordinator with an explanation in

the remarks field of the form. The Design Guidelines Coordinator shall then communicate the failure of the request process to the project manager, the initiator and other participants. Approval or disapproval by the Assistant Aviation Director, Facilities Development, shall be final.

18. The Design Guidelines Coordinator shall forward copies of the approved waiver to the initiator, the project manager, all MDAD divisions and other organizations that have participated in the review process, MDAD Facilities Development Design Chief, Facilities Maintenance Engineering Chief, and the Consulting Engineer. The Design Guidelines Coordinator shall retain the original.

19. An approved waiver shall apply only to the single specified requirement on the specified project for which it was requested. It shall not be considered to provide a waiver to any other requirement or project or to effect a permanent change to the Design Guidelines Manual.

ASSOCIATED FORM

Facilities Division Form K_FD3-027 Request for Waiver or Permanent Modification of a Design Guideline

REQUEST FOR WAIVER or PERMANENT MODIFICATION OF A DESIGN GUIDELINE

Approval of a **waiver** applies only to a single project.

K

TO Abel A. Oporto, P.E., DESIGN GUIDELINES COORDINATOR DATE: _____

REQUESTED BY _____ SIGNATURE _____

AFFILIATION _____ TITLE _____

☐ It is requested that MDAD approve a waiver of its Design Guidelines for the indicated item on the specified project:

PROJECT NAME _____ PROJECT No. _____

☐ It is requested that MDAD approve a permanent modification of its Design Guidelines for the indicated item.

MDAD DESIGN GUIDELINES MANUAL SECTION NO: _____

SECTION NAME: _____

CURRENT REQUIREMENT: (use additional sheets as necessary)	
PROPOSED MODIFICATION: (use additional sheets as necessary)	
JUSTIFICATION: (use additional sheets as necessary)	
CAUSE: (waivers, only): (use additional sheets as necessary)	
COST IMPACT: (use additional sheets as necessary)	

RECOMMENDED

Project Manager (Waivers only)	Print Name	Signature	Date
Other MDAD Division			
Design Guidelines Coordinator	Abel A. Oporto, P.E. (Print Name and Title)	Signature	Date
Chief Facilities Initiation & Engineering	Lydia M. Salas, P.E. (Print Name)	Signature	Date
Director, Facilities Management	Ana M. Finol, P.E. (Print Name)	Signature	Date

APPROVED

Signature

Ralph Cutié Signature and Date Assistant Aviation Director, Facilities Management and Engineering	Pedro Hernandez, P.E. Signature and Date Assistant Aviation Director, Facilities Development

* Insert additional division or organization name(s) as appropriate for the specific aspect to be permanently modified, including the Aviation Life Safety Bureau of the Miami-Dade County Fire Department for Life Safety issues. (Additional rows may be added to the table.)

REMARKS _____

Distribution after Processing: Initiator, Design Guidelines Coordinator (original), Facilities Management, other affected MDAD Divisions, MDAD Facilities Development Design Chief, HNTB, Document Control

Maintenance Engineering In-House Design Review Request For TAC Projects

L

To:	**Lydia M. Salas, P.E. / Chief**	**Date:**	_____
Through:	**Grisel Agha-Long / Admin. Officer 2**	**Project No.:**	_____
From:	_____	**Project Name:**	_____
E-mail:	_____	**Airport/Bldg. No.:**	_____
Tenant's A/E Firm:	_____	**MDAD Prop. Mgr.:**	_____

PLEASE INDICATE:

Project Type:	**TAC-N** ☐	**TAC-R** ☐			
Construction Document Development Phase:	**75%** ☐	**100%** ☐	**OTHER:**	_____	
Documents Transmitted for Review:	**PLANS** ☐	**SPECS** ☐	**OTHER:**	_____	
Submitted to HNTB for Review:	**YES** ☐	**NO** ☐	**DATE:**	_____	

Maintenance Engineering Section Reviewers: (Sign / Date)

A. Oporto	(Structural Engineering)	_____ / _____
G. Lara	(Electrical Engineering)	_____ / _____
J. L. Rodriguez	(Mechanical Engineering)	_____ / _____
V. Mendez	(Civil Engineering / F.O.G.)	_____ / _____
	(Architectural)	_____ / _____

Comments Due Date: _____

The Department has established a two-week Design Review period for discipline reviews. Our Section will respond via e-mail with review comments to the TAC PM. If there are no review comments, our Section will advise the TAC PM.

TAC PM is required to e-mail all review comments to the Tenant's Architect/Engineer and copy MDAD Property Manager.

The Design Review is deemed complete after revised plans incorporating review comments have been submitted to the MDAD TAC PM and the Design Review – 100% Back Check form is signed by the reviewer.

Comments: _____

DESIGN REVIEW TRANSMITTAL

PROJECT NAME: _____

AIRPORT/FACILITY: _____ PROJECT No.: _____

REVIEW PHASE: _____ PLANS DATE: _____

A/E FIRM: _____ PROJECT MANAGER: _____

A/E REP: _____ TRANSMITTAL DATE: _____

PROJECT TYPE: ☐ **CIP** ☐ **NTD** ☐ **MMC** ☐ **TAC-R** ☐ **TAC-N**

The listed documents are being sent for review. Review to be completed by _____. Comments may be made in hard copy or electronically on the "Document Review Comment Form" (Form FD3-011) or the "MDAD Quality Assessment Review Comments" form. Comments should be forwarded to the Project Manager at _____.

ITEM	DATED	DOCUMENTS TRANSMITTED (DRAWINGS SHALL BE BOUND IN SEPARATE PACKAGES BY DISCIPLINE)

DISTRIBUTION: [ADD OR DELETE ORGANIZATIONS PER PROJECT REQUIREMENTS]:

ORGANIZATIONS	REVIEWERS	COPIES SENT *	PLANS **	SPECS	OTHER
U.S. Bureau of Customs and Border Protection	L. Dye	Doc Control			
US Public Health Service	TBD	Doc Control			
HNTB	V. Guilbaud	3	Half size	Yes	Cost Est
Miami-Dade RER***	F. Tain, P.E. (Permit Submittal)	2	Full size	***	
Miami-Dade RER***	F. Tain, P.E.	Doc Control			
Miami-Dade DERM	G. Sitomer	Doc Control			
MDAD Airside Operations	L. Craven	Doc Control			
MDAD Civil & Environmental Eng	G. Leal / E. Beltre, P.E.	1	Half size	Yes	
MDAD Information Systems/Telecom	M. Jenkins, J. Lira, M. Perez	Doc Control			
MDAD Interiors Section	M. Diaz-Todaro (Interiors Work only)	1	Half size	Yes	
MDAD Landside Facilities	B. Carlo (Landside and Ground Transportation only)	1	Half size		
MDAD Life Safety Bureau	R. Rodriguez (sent to: MDFR-ALSB@miamidade.gov)	1	Full size	Yes	
MDAD Maintenance	A. Finol, P.E., J. Bunting, J. Valderrama, J. Sariego, J. Paan	2	Half size	Yes	
MDAD Marketing & Trade Dev	C. Mangos (Cargo)	Doc Control			
MDAD Minority Affairs	A. Ragin	1		Yes	Cost Est
MDAD Planning	J. Ramos, RA	1	Half size		
MDAD Properties/Comm Ops	M. Raymond, (Properties) R. Diaz (Commercial Operations), S. Abate (Concessions)	1	Half size		
MDAD Risk Management Ins.	M. Cockfield (to forward to ISD RM for Global Risk Consultants review, if necessary)	1		Yes	
MDAD Safety and Security Ops	S. Feeney	Doc Control			
MDAD Technical Support	D. Cinti (100%)	1	Half size		
MDAD Terminal Operations	R. Philloura (Terminal Areas)	1	Half size	Yes	
Project Manager		1	Half size	Yes	All Other Docs
Document Control		1	Half size	Yes	All Other Docs

* DOCUMENT CONTROL indicates that no documents are being sent to the listed reviewer.

** See MDAD Design Guidelines Manual Volume A, Section 010007.5.N and Design/Construction Document Reviews FD3-015-P.

*** Building Department requires specifications only if Life Safety permitting data are not provided on plans.

cc (transmittal only): Asst. Dir. Facilities Development, Asst. Dir. Facilities Management & Engineering, Asst. Dir. Operations, Asst. Dir. Public Safety & Security, Maintenance & Eng., Chief, Facilities Development Design Chief, Facilities Development Construction Chief, Architect/Engineer, Document Control

N

TAC-N Design Review – 100% C.D. Backcheck

Project Name: _____ **Date:** _____

Airport Facility: _____ **Project No.:** _____

Project Manager: _____ **Plans Date:** _____

If you had comments and those comments have been addressed and incorporated into the 100% revised final drawings, please sign your name and date. Your signature is required in order for TAC-N PM to issue the Letter of Concurrence to the tenant. The Letter of Concurrence enables the tenant to obtain a building permit.

REVIEWERS	SIGNATURES	DATE
Juan Paan ***Construction & Contracts*** ***(305) 876-7035***	_____	_____
Victor Guilbaud ***HNTB*** ***(305) 551-8100***	_____	_____
Ernie Beltre, P.E./Gustavo Leal ***Civil & Environ. Engineering*** ***(305) 869-1299***	_____	_____
Maurice Jenkins ***ISD/Telecommunications*** ***(305) 876-7868***	_____	_____
Dan Agostino/Albert Reyes ***Operations*** ***(305) 876-7081 / 305-876-7279***	_____	_____
Barbara Carlo ***Landside Operations*** ***(305) 876-7086***	_____	_____
Lonny Craven ***Airside Operations*** ***(305) 876-7482***	_____	_____
Lydia Salas, P.E. ***Maintenance & Engineering*** ***(305) 876-8318***	_____	_____
Jose Ramos, RA ***Facilities Dev. & Planning*** ***(305) 876-8080***	_____	_____
Mark Hatfield/Susan Feeney ***Security & Safety*** ***(305) 876-7188***	_____	_____

Michele Raymond ***Real Estate Mgt. & Dev.*** ***(305) 876-0363***	_____	_____
Jeff Bunting ***Maintenance/GA*** ***(305) 876-0569***	_____	_____
Fred Herbert ***Maintenance/Utilities*** ***(305) 876-7542***	_____	_____
Jorge Sariego ***Maintenance/Terminal*** ***(305) 876-7325***	_____	_____
Other: _____ ***Division:*** _____ ***Phone:*** _____	_____	_____

O

MIAMI INTERNATIONAL AIRPORT™

TAC-N Concurrence Letter

[Date]

[Business Partner Contact]
[Business Partner]
[Address]

Re: [Project Name]
MDAD Project No. [-----]

Dear [Business Partner Contact]:

The Miami-Dade Aviation Department (MDAD) has reviewed the request for your construction project referenced above. This letter serves as MDAD's concurrence to proceed with the Miami-Dade Department of Regulatory and Economic Resources (R.E.R.) plans processing review of your project's drawings and specifications as applicable for the issuance of a Building Permit.

The plans review process by the Miami-Dade R.E.R. is a required process for the issuance of the Building Permit. It is a separate and independent process from the MDAD review.

All work shall be done in accordance with the MDAD Design Guidelines, as applicable (available through the Internet at www.miami-airport.com), applicable FAA requirements (including safety regulations, height restrictions, Maintenance of Traffic (MOT), phasing and coordination, etc.), and all applicable codes. Your contractor shall obtain all necessary permits and call for all mandatory inspections.

It is the tenant's responsibility to submit a copy of the Building Permit, Certificate of Occupancy/ Completion, inspections, and a set of record drawings (as-built drawings) to the attention of [Project Manager's Name], MDAD TAC-N Project Manager, Aviation Department upon completion of the project.

The tenant must bring a copy of this letter to the Miami-Dade R.E.R., Miami International Airport, Building 3030, 1st Floor, when applying for a Building Permit. This letter is valid for a period of sixty (60) calendar days from the date of issue. If application for a Building Permit has not been made within this time, this letter will be void and a new letter will have to be issued. It is the intent that construction will commence within sixty (60) calendar days from the date of issue of the Building Permit.

[Business Partner Contact]
[Business Partner]
[Date]
Page 2

[Project Manager's name] and/or a consultant representing MDAD will be observing the construction of this project. He/She will contact you for the following information:

- Name and phone number of the persons involved in the project
- Project Schedule
- Contractor name and copies of the insurance
- Copy of Building Permit
- Copy of Certificate of Occupancy/Completion
- Copy of signed-off Building Permit
- Copy of Record Contract Documents (As-Builts)
- Comply with all SBD goals and wage requirements, as applicable

Please provide your consultant and contractor with a copy of the attachment which gives additional information regarding Building Permit application and project insurance requirements.

Sincerely,

_____
TAC-N Project Manager
Facilities Development

( ) Insurance ( ) Required ( ) Not Required

( ) Payment and Performance Bond ( ) Required ( ) Not Required

Reviewed by Risk Management, Milford Cockfield _____ _____
See affixed approval stamp in attached. Signature Date

Attachment:

cc:
Pedro Hernandez, P.E.
N. Pantoja Kirkland, P.E.
Ralph Cutié
J. Ramos, RA
[MDAD Property Manager]
V. Gilbaud, HNTB
Project File

BUILDING PERMIT APPLICATION CHECKLIST

PROJECT NAME _____ **PROJECT No.** _____

The Project Manager shall place checks on this form to indicate that listed activities have been performed or is not applicable (NA) and shall then sign off on this checklist and attach it to the Permit Request Memorandum when it is sent for authorizing signature.

		Done	NA
	(Click box to check or uncheck)		
1.	Miami-Dade County Building Department Permit Application has been completed, identifying the type of Permit sought. The project name and number, name of project manager, cost of construction, square footage, description of the work to be performed, and other pertinent information has been provided in the permit application.	☐	☐
2.	Review to be performed simultaneously by Miami-Dade R.E.R., Zoning, DERM, and Fire Department and 8 complete sets of plans are attached. Follow R.E.R guidelines for uploading documents in the plans tracking, New Application and Rework Application.	☐	☐
3.	Standard review and 2 complete sets of plans are attached.	☐	☐
4.	Applicable Building Department forms and supplemental documentation (e.g., threshold inspection forms, geotechnical reports, etc.) as required and pertinent for the permit sought are attached to the application.	☐	☐
5.	Each drawing sheet is identified with a title box including all information required by MDAD Design Guideline 010007, Section 5.	☐	☐
6.	Fire protection plans and hydraulic calculations have been prepared by the Engineer of Record.	☐	☐
7.	Miami-Dade County Product Control Approval has been provided on all elements requiring it.	☐	☐
8.	Miami-Dade R.E.R Department of Environmental Resource Management (DERM) approval has been obtained on sewer, storm system, and landscape elements. (Note: Landscape approval is not typically available until DERM has met with the (sub)contractor.) DERM letters showing approval numbers attached.	☐	☐
9.	Miami-Dade Department of Health Engineering Section approval has been obtained on water main extensions. Letter granting permit and showing permit number attached.	☐	☐
10.	All existing conditions have been investigated and items requiring upgrading to meet current code requirements have been addressed.	☐	☐
11.	Any addition that exceeds the replacement value of the original building by more than twenty-five percent (25%) has been identified.	☐	☐
12.	All Life-Safety information is on or attached to the plans, including Authority Having Jurisdiction interpretations, inspection schedules, and any approved performance-based alternative life safety measures per the Life Safety Master Plan for MIA Terminal Complex.	☐	☐
13.	Current version of the Florida Building Code has been used in preparation of drawings and specifications.	☐	☐
14.	Building Permit Application Checklist (Facilities Division Form FD3-018C) prepared.	☐	☐

		Done	NA
15.	Expedited review requested. Facilities Division Form FD3-019 prepared by the Project Manager and signed by an MDAD Chief.	☐	☐
16.	Certificate of Compliance with Miami-Dade County Administrative Order No. 10-10.	☐	☐
17.	Letter of Concurrence is signed by the TAC-N PM.	☐	☐
18.	Letter of Concurrence, permit application, and plans delivered to the RER Permit Clerk in the Building Department Satellite Office at Miami International Airport in Building 3030, First Floor.	☐	☐

The activities checked above have all been completed.

Tenant Representative Signature	Printed Name	Date

Q

TAC-N PROJECT CLOSEOUT MEMORANDUM

Date: _____

To: Sarah Abate
Division Director, Airport Concessions and Business Development
-or-
Michele Raymond
Division Director, Real Estate Management Development
-or-
Robert Warren
Assistant Director, Business Retention & Development

From: _____
Project Manager

Subject: TAC (N or R) Project Closeout

_____
Project Name and Project Number

The tenant for subject project was advised 30 days ago of the required documents to be submitted in order for MDAD to close out this project, required documents are:

- Signed off Building Permit Inspection within twenty-four hours of issue
- Certificate of Occupancy (CO) or Certificate of Completion (CC) within twenty-four hours of issue
- Warranties, service manuals, maintenance instructions, etc. and training for all equipment that will be maintained by MDAD
- Provide copies of final releases or acceptable Consent(s) of Surety for all contractors, subcontractors and suppliers involved with the project.
- One copy of As-Built drawings (record drawings) on bond paper, signed and sealed by the tenant's A/E of Record and two digital copies as CAD and/or Revit files within thirty (30) days from issue of the Certificate of Occupancy or Certificate of Completion.

To date, the required documents have not been received.

Please contact the tenant and request these documents be submitted within the next 30 days. If the Lease allows any penalties for not submitting the documents, you should advise the Tenant.

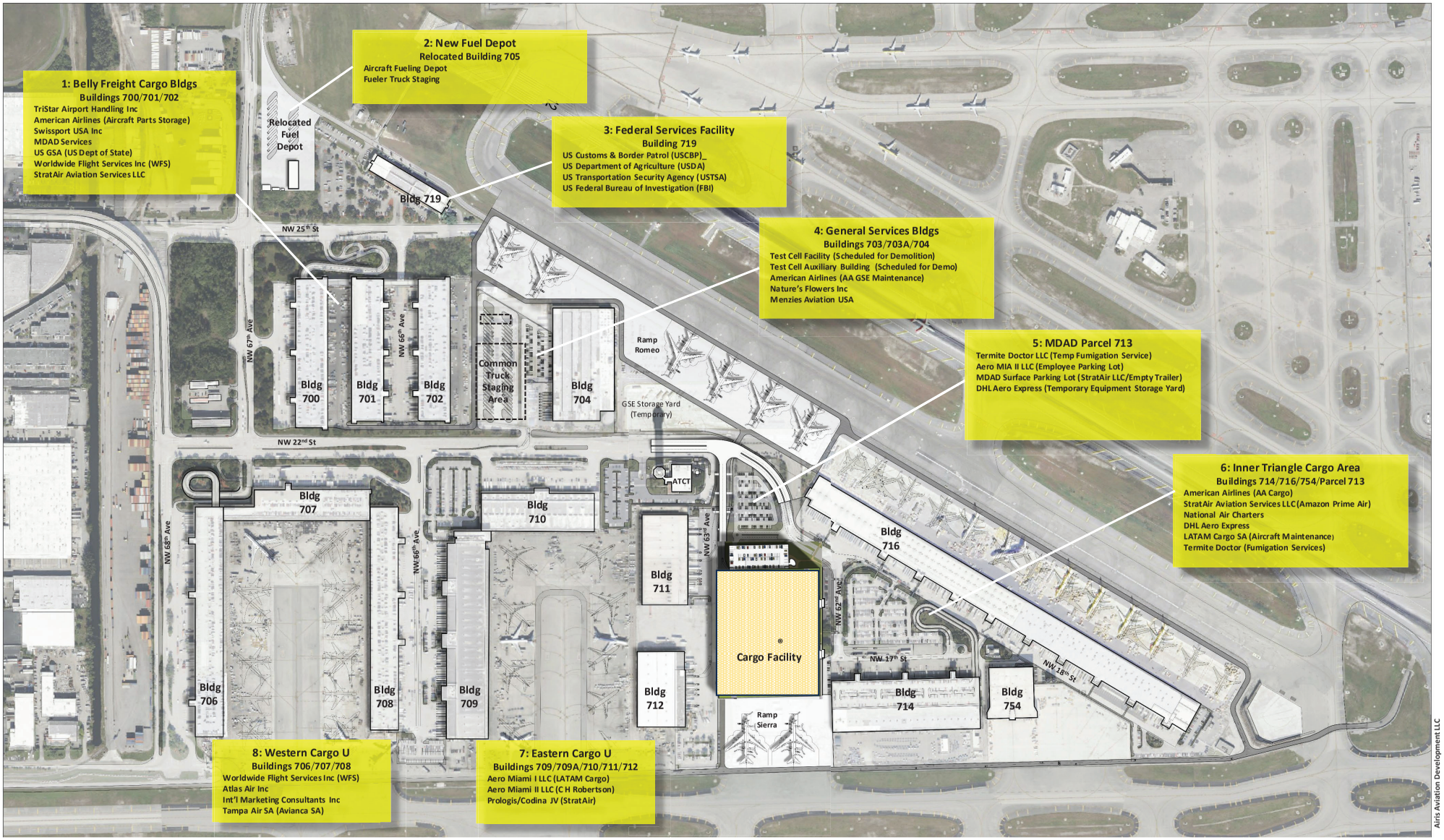
We need this issue resolved within the next 30 days, so that we may proceed to close out this project.

cc: Felix Pereira, RA
Enrique Perez, P.E.
Lydia Salas, P.E.
Grisel Agha-Long

SCHEDULE B

WEST CARGO AREA

(*See Attached*)



MDC288

Airis Aviation Development LLC

09 December 2023

SCHEDULE II

LOCAL PARTICIPATION COMMITMENT

(See Attached)

SCHEDULE II

VICC-USA LOCAL, SMALL BUSINESS INCLUSION AND LOCAL HIRING PLAN
Connect the Community

The VICC-USA is a uniquely transformative legacy project that will play a huge role in shaping the Miami-Dade County economy while simultaneously easing the region's supply chain burden by drastically increasing its cargo capacity. Projects of this magnitude create an abundance of jobs which pay a living wage and ancillary economic opportunities for the surrounding communities that anchor them. A major long-term benefit of projects of this significance is increased long term employment and expanded local business engagement opportunities. VICC-USA will offer Local and Small Business Enterprises (L/SBE) significant meaningful opportunities to participate, including Minority Business Enterprises (MBE's), Women Business Enterprises (WBE's), and medium and small sized businesses – by providing enhanced local community employment opportunities, essential components of any successful project. Furthermore, because of its scale, the project will play a long-term role in the county's economic development activity landscape.

VICC-USA's innovative L/SBE inclusion program and local community hiring process will support our programmatic ambitions through successful partnerships, comprehensive outreach, and an effective and transparent compliance program. These efforts will be a part of the Miami VICC-USA Community Benefits Plan and work in conjunction with the VICC-USA Community Engagement Plan. We will work collaboratively with both the Miami-Dade County Small Business Development (SBD) Division and the Miami-Dade Aviation Department (MDAD) to take affirmative steps that ensure qualified L/SBEs are engaged throughout the entire life span of the project. This includes opportunities in both the design and engineering phases as well as the construction phase. The inclusion quotient truly stands out during the management, operation, and maintenance phases. Local contractors, vendors, and concessionaires will have the unique opportunity to lease spaces, and provide services, amenities, and conveniences to the building and the thousands of workers and employees expected to staff the facility.

Moreover, our Community Employment Program and workforce development-related outreach will focus on providing employment and job-training to the individuals in the community serviced by the VICC by working directly with project teams to assess their employment needs. By working strategically with Miami-Dade County community workforce efforts and other workforce development agencies and non-profit partners, VICC-USA will ensure robust hiring from the local community.

MDC290

We will meet the prescribed 60 percent local business and 25 percent locally headquartered business project goals throughout the project's life span and all prescribed goals through the projects 3 phases - Design and Engineering, Construction, and Operations and Maintenance.

MDC291

In addition to successful partnerships, comprehensive outreach, and an effective and transparent compliance program, key goal attainment tactics during each phase of project are:

Design and Engineering

- Targeted solicitations to maximize the opportunities for L/SBEs
- Attend industry specific events to promote VICC contracting opportunities
- Quarterly or as needed meetings with SBD and MDAD to identify A&E firms and review project packages prior to advertisement
- Host general outreach events as well as smaller discipline specific events prior to solicitations
- Inclusion of L/SBE Firms on the design and program management team
- "Buy Miami" and "Buy Florida" – When feasible, include and spec during design, look to source materials from Miami or Florida L/SBE suppliers
- All project information will be disseminated through social media and across Miami-Dade County's print, radio, TV, and cable outlets in English, Creole, and Spanish
- SBD will review all packages for applicable goals, wages and measures and monitor compliance
- Quarterly progress reporting

Construction and Building

- Targeted solicitations to maximize the opportunities for L/SBEs
- Attend industry specific events to promote VICC contracting opportunities
- Monthly/Quarterly meetings with SBD and MDAD to identify firms, review project packages prior to advertisement
- Host general outreach events as well as smaller discipline specific events prior to solicitations
- Work with SBD and MDAD to access historic trade utilization and availability during pre-construction
- Break-up/de-bundle packages so that L/SBE smaller firms may be more easily engaged
- Have a 30/60/90-day construction forecast outlook to prepare community for upcoming
- All project information will be disseminated through social media and across Miami-Dade County's print, radio, TV, and cable outlets in English, Creole, and Spanish
- SBD will review all packages for applicable goals, wages and measures and monitor compliance
- Quarterly progress reporting

Management, Operations and Maintenance

- Partner with Workforce Development Agencies to inform and train community for jobs in the targeted areas
- Create a Careers in Cargo pathway program with Educational Systems to recruit, train and retain local workers in various facets of the cargo industry
- Recruit local vendors, businesses and service providers and provide them with training, business coaching and the proper resources to prepare them to operate onsite in the VICC-USA
- Create a VICC-USA vendor mentorship program to help L/SBEs partner with experienced firms learn to operate as an on-site vendor/concessionaire
- Create VICC-USA L/SBE Collaboratives, where small L/SBE team together to manage direct contracts for goods and services
- All project information will be disseminated through social media and across Miami-Dade County's print, radio, TV, and cable outlets in English, Creole, and Spanish
- Quarterly progress reporting

VICC-USA differentiators are:

- "Connect the Community" – A proprietary interactive website for connecting both L/SBE and workforce to the project
- A Compliance Dashboard for complete transparency
- "Careers in Cargo" – an educational pathway to job opportunities at the VICC-USA operations center

MDC293

L/SBE INCLUSION

VICC-USA will put in place innovative initiatives and creative incentives to promote L/SBE inclusion and work in coordination with SBD and MDAD to set SBE participation goals (SBE Goal Setting Process – Chart 2). Additionally, we will serve as a resource for SBEs by providing guidance, and assistance in navigating the procurement process, as these relate to other specific project requirements and standards.

During the management, operations, and maintenance phases, we will create a "VICC-USA Vendor Mentorship Program" to help L/SBE's partner with experienced firms to learn to operate as "on-site vendor/concessionaires." This program can help build the capacity of local go-to community-based businesses and enable them to work within a concession's framework. Technical assistance and guidance will be provided to those businesses such as management and operational procedures, certifications required, additional licenses, etc.

VICC-USA's planning includes engaging SBE stakeholder organizations, community leadership, elected officials, faith-based institutions, and strategic alliances with agency SBE officers. Additionally, we will work within the framework of the Community Engagement Plan communications efforts to disseminate information through social media and across Miami-Dade County's print, radio, TV, and cable outlets. We will ensure that the information is also presented in English, Creole, and Spanish. Finally, we plan to take advantage of existing outreach and industry events, and when we come across firms that are not currently certified with SBD, we will direct them to SBE for certification.

We will follow SBD's, SBE certification and inclusion guidelines for:

• Small Business Enterprise (SBE) Architect/Engineering
• Small Business Enterprise (SBE) Construction
• Small Business Enterprise (SBE) Goods and Services

The following are the goals of our outreach:

- Make available information about upcoming opportunities targeting SBEs, local contractors, suppliers, and vendors
- Inform the community about opportunities available on the Connect the Community Portal

- Provide transparency around procurement process
- Further develop relationships with construction and consulting related community-based affinity organizations
- Work in conjunction with both SBD and MDAD to utilize their established outreach activities and databases.
- Recruit, train and provide technical assistance to prospective companies and vendors to operate within a concessionaire framework.

We are steeped in construction industry practices and have the experience needed to facilitate conversations with the project team on specific bidding packages geared toward SBE firms. As with the procurement of the contractor and consultant service, the SBE team will first strategize with SBD and MDAD on SBE availability. We will then work with team members on how to develop bidding strategies and bid packages to maximize opportunity for SBE firms to compete for the work under this project. During preconstruction, we will work with the design team to create specifications and drawings to intentionally separate and de-bundle bid packages that support an inclusive procurement philosophy. This is an important and critical factor in formulating the first steps in starting to prepare the bid packages to optimize SBE participation at all levels.

***Connect the Community* – L/SBE Participation**

As part of the community engagement plan, one of the key components of our program will be the *Connect the Community* portal. This is a proprietary interactive website, with a smart phone application that incorporates a contracting matching and information process. The website will also allow our team members to have real time access to a curated SBE pool as well as allow us to directly communicate with businesses interested in VICC-USA contracting opportunities. Any forthcoming contract opportunities will be posted as they become available from the project team. Contractors, subcontractors, consultants, and vendors and those that match the qualifications for the opportunities will be highlighted for further guidance. The VICC-USA team will also post instructional videos on all application processes and available resources. These videos will be available in English, Spanish, and Creole to ensure the widest possible distribution and accessibility.

Targeted Forums

By working closely with the project "procurement team", we will create a 30/60/90 day forecast for contracting projection. We intend to have specific community-based forums targeting both certified and non-certified firms that meet the initial qualifications. We believe

that engaging these companies early and in an intimate setting will make them more apt to submit a bid. We will also host meetings in community-based settings to demonstrate the level of commitment and engagement to the process. (Our internal SBE process is outlined below in Chart 1) And as stated above, we will also direct non-certified firms to the SBE certification process.

Partnering with Government Agencies

We will form strategic partnerships with local governmental agencies and authorities and SBD staff to solicit recommendations on vendors they may have worked with and that have some direct or even closely related parallel experience to perform on this project.

Elected Officials Partnerships

Elected officials have a great interest in the economic development of their communities and contracting opportunities for local businesses are seen as job creators. Many are particularly interested in the VICC-USA project. We know that they hold positions of trust and influence in the community. We will partner with elected official's information dissemination channels to reach and inform contractors and businesses in their districts. We will also use their offices to host informational events and provide technical assistance to business needing help in a community-based setting.

Speaking opportunities at standing events: Chamber of Commerce, Government Agency outreach events, and SBE Contracting Stakeholder Associations

An effective way to reach the SBE community is to join the agenda of already scheduled industry events and to host tables at already organized highly attended events in the community. We will post and regularly update our event schedule on the project website as well as blasting it out on social media, so the community is continuously updated on our events locations and opportunities

LOCAL HIRING - COMMUNITY EMPLOYMENT PLAN

Projects of this magnitude create numerous jobs and other economic opportunities for the surrounding communities that anchor them. Our Community Employment Program and workforce development related outreach will focus on providing employment and job-training to the individuals in the community serviced by the VICC by working directly with project teams to assess their employment needs. We will work with Miami-Dade County to establish the percentage of labor force from the Designated Target Area (DTA). We

will have a strong model of cooperation by strategically partnering with community and faith-based organizations and local employment agencies. We will have a strong community presence by rotating our outreach specialists ~~work~~ with community and faith-based organizations, to inform and recruit potential prospects. We aim to provide services to traditionally under-served populations, such as displaced workers and unemployed and underemployed individuals. Potential applicants will obtain supportive services for successful completion of training and other programs and entry into productive employment.

Through targeted efforts and working closely with the Miam-Dade Community Workforce Program, Employ Miami-Dade County and Residents First, we will be able to provide the project team with referrals for qualified individuals. We will work closely with the project team to forecast the upcoming employment needs as early as possible so that we can provide the appropriate training and certifications to potential applicants. After completion of the application process, we will then suggest placement recommendations to the project team.

Employ Miami-Dade County and Residents First programs will provide selected participants with training through educational courses, which also promote self-sufficiency while meeting employers' needs. This training includes the relevant OSHA and other certifications deemed necessary to work on the project. The OSHA card provided with the training will also be useful for future and other employment opportunities if the individual is not selected for the VICC project.

MDC297

The Community Employment Program will recruit and retain a qualified local labor base with the following services and initiatives:

- Partner with community-based organizations for training programs, outreach efforts, and networking events for hiring both trade and non-trade workers
- Implement an in-person and a web-based application and informational process with cell phone integration and video instruction
- Provide bilingual outreach specialists to work within their designated communities
- Create a community resource and information center at the job site for information seekers
- Provide information and resources for construction and other project opportunities and careers for community residents
- Create a "Careers in Cargo" worker pipeline program that works with all levels of the educational system to ready the community for the upcoming job opportunities
- Leave the people in the community with valuable OSHA cards and other certifications that will enable them to seek gainful employment at no cost to them.

- Regularly provide information about project employment opportunities to designated partnering governmental agencies
- Prescreen and assess employment candidates
- Adherence to all compliance and workforce reporting

***Connect the Community* – Local Hiring and Workforce Development**

One of the key components of our program, ***Connect the Community***, is a proprietary interactive website, which includes a web-based application and job matching information process with a smartphone app integration. This interactive website will allow our team members to have real-time access to a created applicant pool, as well as allow us to directly communicate with those applicants interested in employment opportunities. Job opportunities will be posted as soon as they become available from contractors/subcontractors, consultants, and vendors and those that match the opportunities will be contacted for further guidance. Instructional videos on all processes of application and available resources will be posted. These videos will also be available in English, Spanish, and Creole to further accessibility and information sharing.

Job Site Technical Assistance

There will also be a "community resource center" at the construction jobsite, so that information seekers can meet with a community relations specialist for information, assistance or to receive and complete an on-the-spot application.

Careers in Cargo

There has been much news coverage of supply chain issues that arose during and after the pandemic. The VICC-USA provides a unique opportunity to recruit, train and retain local workers in various facets of the cargo and logistics industry. We will work with secondary and post-secondary educational systems, including Miami-Dade County Public Schools, community colleges, and four-year institutions to develop specific career related curriculums to create "pathways" for students and individuals to matriculate into job opportunities created by the VICC project. More information on this collaborative program will be forthcoming.

MDC298

Accountability - Compliance, Monitoring, and Reporting

VICC-USA's compliance program will have a significant effect on daily operations by ensuring transparency and accountability. We will make sure that the project meets its goals and objectives through consistent and effective monitoring and reporting throughout the project's life span.

To provide greater visibility and transparency into the contracting process, we will develop and use a dashboard to track acquisitions, payments, and progression towards the goals throughout the project life cycle. The use of this dashboard presents data in real time for reports for an assured level of accountability and transparency.

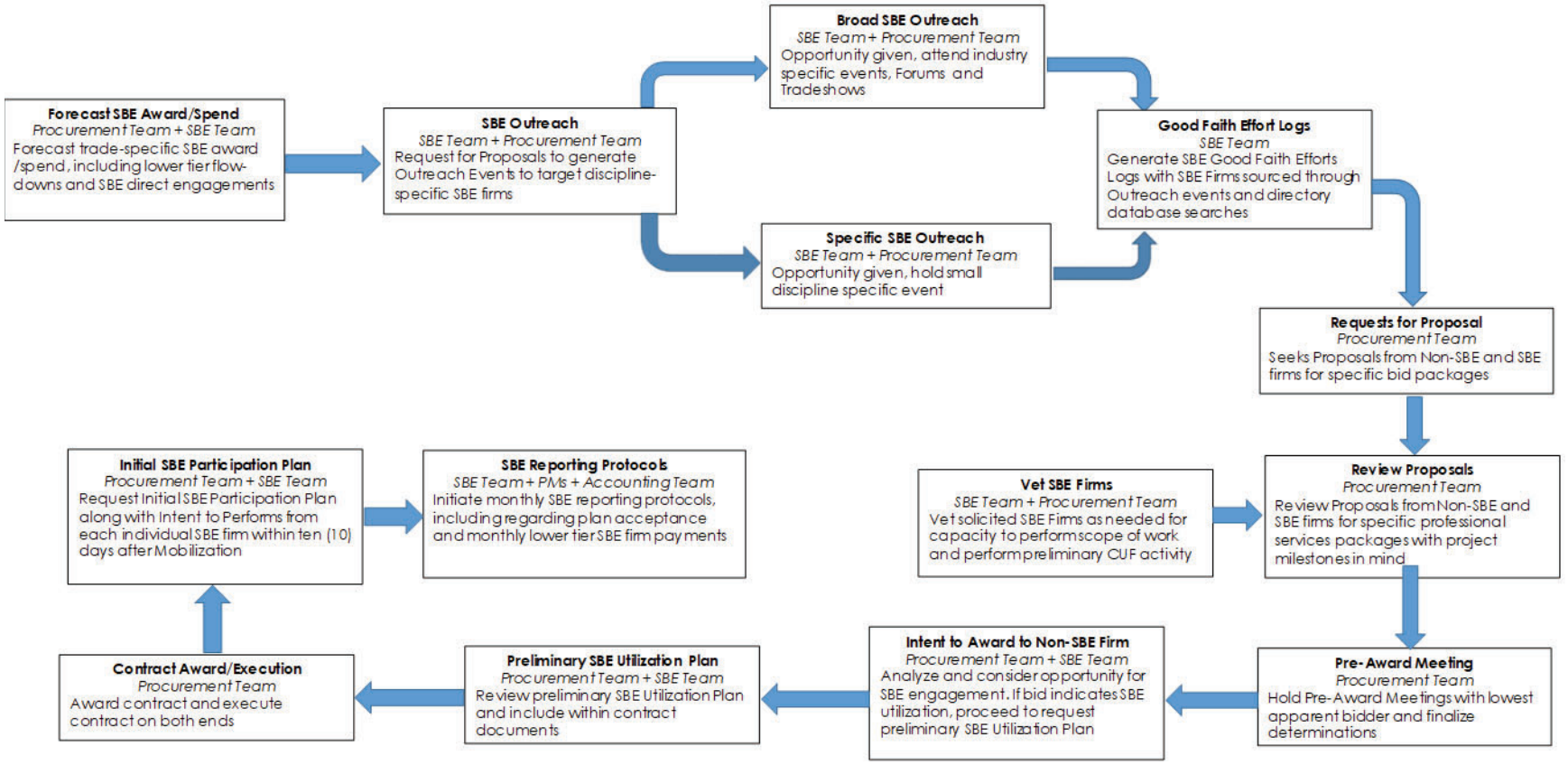
Before our internal SBE processes (SBE Internal Compliance and reporting Process Flow - Chart 3) are initiated, as we look to procure trade packages, we will meet with SBD to gather historical context and insight on trade availability forecast. (SBE Goal Setting Process – Chart 2). We will also work closely with the SBD compliance office to determine SBE inclusion goals, then establish benchmarks to track overall progress

We will also automate compliance forms for our team members and their subcontractors so that data collection is streamlined and uniformed. Data and information will be organized and readily available in one comprehensive report. Our compliance and monitoring activity will be in accordance with all applicable Miami-Dade County statutes, regulations, and local ordinances.

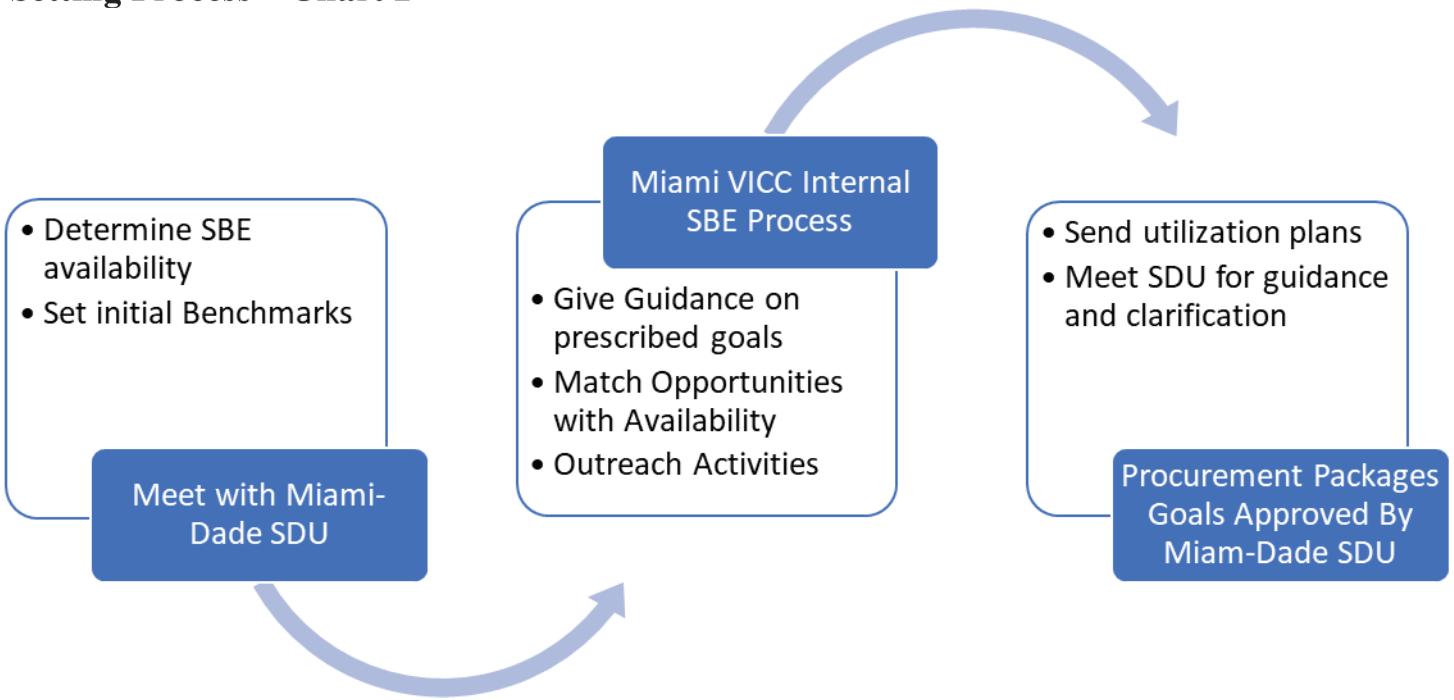
SBD's web-based payroll management system, Business Management Workforce System (BMWS) will be utilized to manage and report compliance with SBE program measures, workforce program requirements, subcontractor payments, and for the submission of certified payrolls for contracts with wage requirements. We will work in tandem with SDB to provide technical training on these processes to all the teams consultants, subcontractors, vendors, and suppliers.

CHARTS

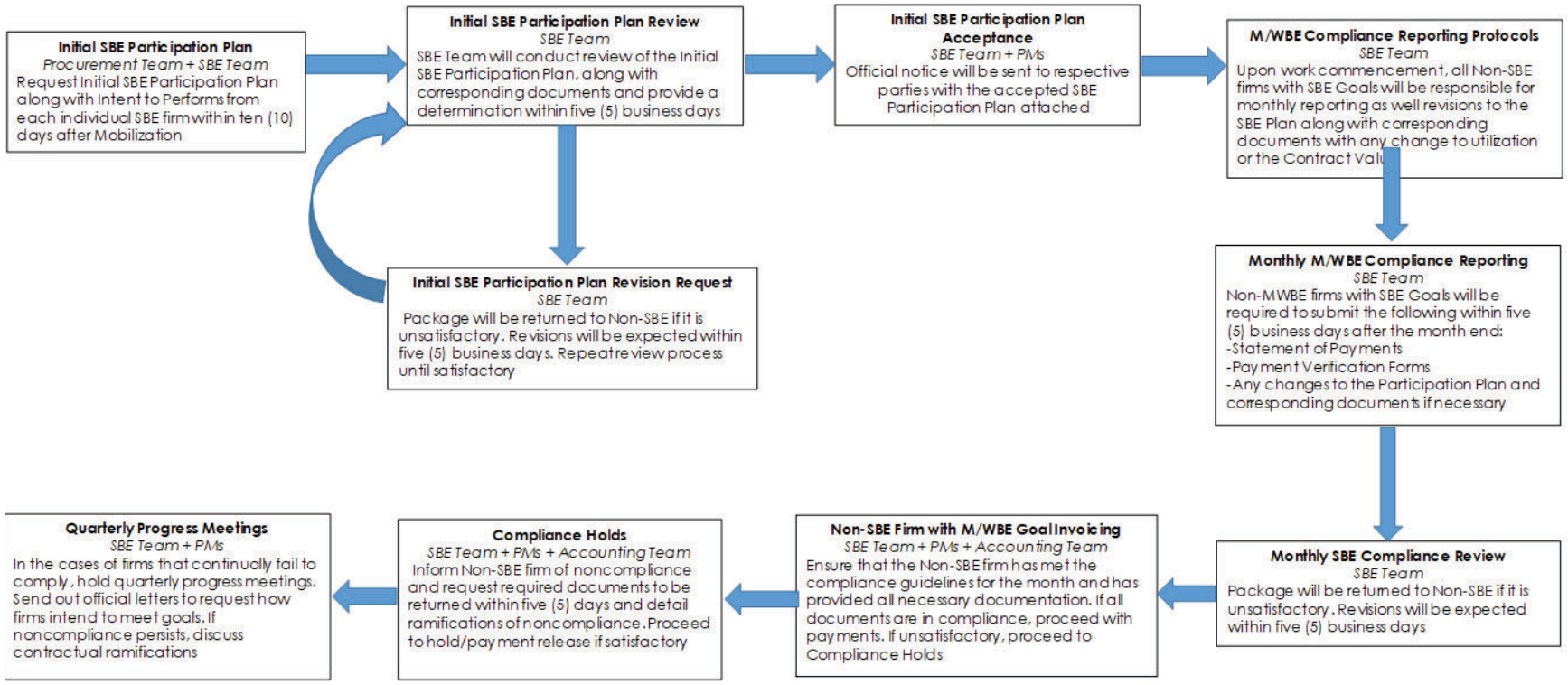
Small Business Enterprise (SBE) Process Flow – Chart 1



SBE Goal Setting Process – Chart 2



SBE Internal Compliance and Reporting Process Flow – Chart 3



MDC302