

MEMORANDUM

Agenda Item No. 8(A)(1)

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

DATE: September 17, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.35(1)(b)(1), Resolution approving, pursuant to section 125.35(1)(b)(1), Florida Statutes, a development lease agreement between the County, as landlord, and KTMB Acquisitions, LLC, as tenant and developer, for a 971,388-square foot parcel of land located at the southeast corner of Miami Executive Airport, abutting SW 136th Street, for a term of 35 years with one five-year renewal option, for the development of a fixed base operator terminal and ancillary facilities, with a minimum investment of \$14,750,000.00 and an estimated \$15,824,407.60 in rent and other revenue due to the County over the initial term; 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-808-24

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez and Co-Sponsor Chairman Oliver G. Gilbert, III..


Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Date: September 17, 2024

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving a Development Lease Site Agreement with KTMB Acquisitions, LLC to Construct Improvements at Miami Executive Airport

Executive Summary

This item is recommending the County enter into a Development Lease Agreement (DLA) with KTMB Acquisitions, LLC (KTMB) to design, build, finance, and maintain a fixed-base operator (FBO) terminal and ancillary facilities on 971,388 square feet of land at Miami Executive Airport (TMB) for a 35-year term with one five-year renewal option. As part of the DLA, KTMB (a first-time leaseholder at TMB) is required to invest a minimum of \$14,750,000.00 to design and construct a development site in two (2) phases that includes a fuel farm, an FBO terminal, office space, twenty (20) aircraft hangars with the associated aircraft and vehicle pavement as well as all necessary connecting aprons, ramps, taxi lanes, service roadways and utilities, at no cost to the County. The Miami-Dade Aviation Department (Aviation Department or MDAD) estimates the County will receive a minimum of \$15,824,407.60 in ground and improvement rent over the 35-lease year term. The proposed improvements will help meet the expanding demand for high quality general aviation facilities at TMB and facilitate the airport's future growth.

In KTMB's estimation, this DLA benefits the County in that it will create approximately 50 construction jobs, and 50 permanent jobs with annual salaries ranging between \$50,000.00 and \$70,000.00 to manage, maintain and operate the FBO Terminal, aircraft hangars, and related facilities. In addition, a percentage of the fuel sales will be split equally between two Miami-based non-profit organizations, Experience Aviation and Nicklaus Children's Hospital, which will be tenants on the proposed FBO development site.

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

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached DLA entitled: "Development Site Lease Agreement Between Miami-Dade County, Florida, as Lessor, and KTMB Acquisitions, LLC, as Lessee, at Miami Executive Airport" between KTMB and the County for a period of 35 years with a one (1) five-year renewal option.

The DLA's Development Phases and Milestones

The DLA contains a "Due Diligence Period", which is a 365-day time period provided to KTMB that begins on the commencement date of the DLA. During this time, KTMB has the right to conduct

surveys, environmental, drainage, and other analyses to determine the suitability of the proposed development site for its intended purpose. If KTMB determines that the site is not adequate, it may terminate this DLA by written notice to the County anytime during the Due Diligence Period. Additionally, this time period may end prior to its set expiration date if KTMB determines that the conditions of the development site are satisfactory.

The development site will be designed and constructed in two (2) separate phases, The Development Phase is to be completed in two (2) phases, the Phase I investment is \$9,500,000.00 and the Phase II is \$5,250,000.00. The development schedule for each phase is detailed below.

1. The First Phase (East) - includes the permanent FBO terminal, a fuel farm, eleven (11) aircraft hangars with the associated aircraft and vehicle pavement and office facilities as well as any necessary roadways and utilities.
 - a. Submit 100 percent of the development plans and specifications to MDAD for review no later than 9 months from the DLA's commencement date.
 - b. Submit MDAD approved development plans to other governmental agencies (FAA, Zoning etc.) for approval no later than 12 months from the DLA Commencement Date.
 - c. Submit final approved plans for Permitting no later than 18 months from the DLA Commencement Date.
 - d. Complete construction/achieve "Beneficial Occupancy" within 36 months of the DLA Commencement Date.

Beneficial Occupancy is defined as the earliest of (i) the date on which substantial completion of the work associated with any improvements constructed and a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) has been issued, or (ii) the date on which KTMB commences the use of any improvement for its intended use (with or without a TCO or CO), or (iii) the date on which substantial completion of the improvement would have occurred and on which the appropriate code enforcement agency would have issued a CO or Temporary CO but for the occurrence of delays caused by KTMB, all as determined in the sole reasonable discretion of the County.

1. The Second Phase (West) - includes nine (9) aircraft hangars with the associated aircraft and vehicle pavement and office facilities as well as any necessary roadways and utilities.
 - a. Submit 100 percent of the development plans and specifications to MDAD for review and approval no later than 24 months from the DLA commencement date.
 - b. Submit MDAD approved development plans to other governmental agencies (FAA, Zoning etc.) for approval no later than 30 months from the DLA commencement date.
 - c. Submit final approved plans for permitting no later than 36 months from the DLA commencement date.
 - d. Complete construction/achieve beneficial occupancy within 60 months of the DLA commencement date.

Scope

TMB is located within District 11, which is represented by Commissioner Roberto J. Gonzalez, however, the impact of this DLA is countywide as TMB is a regional asset.

Delegation of Authority

The County Mayor or County Mayor's designee has the authority to execute the DLA, and the authority to (i) terminate the Agreement any breach, (ii) approve any assignment or subletting of the premises, or (iii) reduce acreage or the leasehold term for KTMB failure to timely or completely construct the required improvements.

Fiscal Impact/Funding Source

There is a positive fiscal impact to the County. As noted below, the Aviation Department estimates the County will receive a minimum of \$15,824,407.60 in ground (land) revenues and improvement rent over the 35-lease year term. The total minimum received will be increased over the lifetime of the DLA due to various increases in appraised values of the land rent causing an increase over today's stated rent.

The rental rates for land will be evaluated and, if appropriate, increased on an annual basis 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. Rental rates are established by the Board as a part of the annual budget process and are subject to change each year following appraisals by the County's appraiser.

The rental rate for aviation-use land was \$0.30 per square foot when this DLA was signed by KTMB in July 2024.

A. Due Diligence Period

Upon the effective date of the DLA, KTMB shall pay \$7,500.00 per month in ground (land) rent for the first year on the entire leasehold comprised of approximately 971,833 square feet, capped at \$90,000.00, during the Due Diligence Period.

It is estimated that KTMB will pay the County a total of \$90,000.00 land rent over the 365-day Due Diligence Period. Full appraised value land rent will commence 12 months from the effective date of the DLA at the end of the Due Diligence Phase. In the event KTMB completes its Due Diligence activities before the end of the first year, KTMB shall notify MDAD, proceed with development of the site and begin to pay full appraised land rent.

B. Phase 1 & Phase 2

1. Phase 1 – KTMB shall pay full appraised ground rent for approximately 618,552 square feet (or +/- 14.2 acres) of aviation-use land on which 11 aircraft hangars, an FBO Terminal, a Fuel Farm and office space will be built, in addition to the associated aircraft pavement and vehicle pavement for employee and customer parking as well as the necessary roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, and other utilities needed for the operation of the FBO Terminal.

KTMB shall pay full rent in twelve monthly payments in the amount of \$15,463.80 each, making for a total of \$185,565.60 per year. It is estimated that KTMB will pay the County a total of \$6,309,230.40 over the remaining 34 years of the term.

2. Phase 2- KTMB shall pay full appraised ground rent for 352,836 square feet (or +/- 8.1 acres) of aviation-use land on which 11 aircraft hangars and office space will be built, in addition to the associated aircraft pavement and vehicle pavement for employee and customer parking as well as the necessary roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, and other utilities needed for the operation of the FBO Terminal.

KTMB shall pay full rent in twelve monthly payments in the amount of \$8,820.90 each, making for a total of \$105,850.80 per year. It is estimated that KTMB will pay the County a total of \$3,598,927.20 over the remaining 34 years of the term.

- C. Improvement Rent - in addition to the monthly rent payments, KTMB shall pay an Improvement Rent on an increasing scale. Beginning with the start of the 6th year of the DLA and extending to the end of Year 11, KTMB shall pay (i) one percent (1%) of the value of the minimum development investment amount of \$14,750,000.00 or \$147,500.00 per year; (ii) beginning on the 12th year of the DLA and extending to the end of the 20th year, KTMB shall pay one point five percent (1.5%) of the value of the minimum development investment amount of \$14,750,000.00 or \$221,250.00 per year, (iii) beginning on the 21st year of the DLA and extending to the end of the 30th year, KTMB shall pay two percent (2%) of the value of the minimum development investment amount of \$14,750,000.00, or \$295,000.00 per year. Improvement Rent terminates upon the commencement of regular Building Rent in the 31st year of the DLA. It is anticipated that KTMB shall pay a total of \$5,826,250.00 over a 25-year period in Improvement Rent.

D. Building Rent

In order for KTMB to amortize its investment, KTMB shall pay annual building rent for the improvements constructed (20 aircraft hangars, an FBO Terminal, a Fuel Farm, and aircraft and vehicle pavement) at the beginning of the 31st year of the DLA at the then-current rates established an appraisal and approved by the Board.

Track Record/Monitor

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

Background

KTMB is seeking Board approval of the attached 35-year DLA with one five-year renewal option to construct a series of aviation-use and non-aviation use facilities on 971,388 square feet of land at TMB. Although KTMB is a first-time leaseholder at TMB, the firm's management team has over 17 years of prior experience in the leasing of aviation facilities as well as decades of combined experience developing more than 300,000 square feet of terminal, hangar and office space, and more than 10 acres of aircraft ramp at Miami-Opa Locka Executive Airport (OPF). The Principals of KTMB have also overseen the design and construction of infrastructure including water and sewer, electrical, roads, and parking lots and ramps encompassing more than 75 acres at OPF, as well as other aviation projects throughout the U.S. in Texas, Tennessee, Arizona and Colorado. Additionally, KMTB's Principals built the Orion Jet Center at OPF and operated it from 2009 through 2017.

On an annual basis (no later than February 1st of the preceding year) KTMB will report to MDAD the total gallonage of fuel sold to its customers and specify the type of fuel sold (i.e., Jet-A vs. AvGas) including fuel sold by its contractors dispensed on its premises, and the fuel sold by any its contractors outside its leasehold.

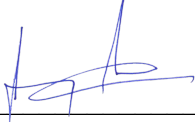
KTMB has committed to provide a "Community Benefit" as part of the DLA. As such, KTMB will donate \$0.01 of every gallon of fuel sold through private agreements between KTMB and neighborhood community organizations, excluding government contracts, beginning in Year 3 and ending on Year 5 of the DLA. At the beginning of Year 6, the donation will increase to \$0.015 per gallon of aviation fuel sold, excluding government contracts, for five years. Beginning in Year 11 the donation will further increase to \$0.02 per gallon of aviation fuel sold, excluding government contracts, and will continue for the term of the DLA. If at any time between years 11 (2035) and 15 (2039) another fuel provider at TMB agrees to a Community Benefit of \$0.02 per gallon, KTMB will immediately increase its contribution to \$0.02 per gallon. The Community Benefit under this DLA is designated for Nicklaus Children's Hospital and Experience Aviation and will be paid on an annual basis, 50 percent to Nicklaus Children's Hospital and 50 percent to Experience Aviation (Flying Classroom).

Because TMB is a noise sensitive airport due to its location, KTMB agrees to work with the FAA, the County, and MDAD's Noise Abatement Advisory Board (NAAB) to minimize any potential adverse impacts to surrounding communities, including, noise impacts and to address complaints raised by NAAB members or members of the surrounding communities.

The attached new DLA reflects the negotiated terms and conditions between KTMB 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 KTMB'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.

Implementation of this DLA is contingent upon the occurrence of the following conditions: 1) 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 2) review and approval from the Federal Aviation Administration (FAA). In the event that the FAA were to determine that the provisions of this DLA are inconsistent with federal requirements, the parties will be required to adjust the terms of the lease 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.

The development proposed by KTMB will provide the much-needed aircraft storage capacity at TMB. Throughout the 35-year lease period, KTMB will pay applicable fair market rental rates on land and pavement as established by the Board, as well as improvement rent. The proposed scope of work will generate at minimum \$15,824,407.60 in revenues to the County, as such, it is in the best interest of the County to proceed with attached DLA, subject to final FAA approval.



Jimmy Morales
Chief Operating Officer

Attachment A

Additional Information pursuant to IO 8-4

Lessee of the Premises:

KTMB Acquisitions, LLC (KTMB Acquisitions)
5313 Lagorce Drive
Miami Beach, Florida 33140

KTMB Acquisitions, LLC was registered on August 13, 2021. KTMB Acquisitions has no current employees.

Premises (Description):

The Premises leased herein consist of the Land identified in the Survey attached hereto as Exhibit "A" +/-22 acres

Use of Premises (Description):

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, MDAD's Minimum Standards (Operational Directive No. OD 09-01) and Chapter 25 as may be established and amended from time to time.

Such services and uses may only be provided on the premises developed by the Lessee, provided that the services and uses are in compliance with Article 7 (Regulations, Licenses and Permits) of this agreement.

The Lessee shall use the premises for aeronautical purposes. Permitted uses are the following:

1. Fixed Base Operations (FBO) including hospitality areas for passengers and crew.
2. Aircraft storage, tie-down, and ground handling.
3. Aviation office use.
4. Certificate Part 91, (nonscheduled noncommercial aircraft operations), Certificate Part 135 (nonscheduled commercial aircraft operations), and Certificate Part 145 (maintenance, inspection and alteration of Aircraft and aircraft products) as well as uses incidental thereto, and otherwise permitted under applicable laws.

The Lessee shall use all hangars, and shall require all tenants to use hangars, in compliance with the Lessor's requirements as to proper hangar use, as such requirements may be modified, altered, or added to by the Lessor from time to time.

Prohibited Uses, Products and Services. The Lessee agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. The Lessee shall not provide any products or services that are not specifically authorized by this Lease or by the County. The Lessee further agrees that its customers shall only be permitted to park vehicles on the Premises while utilizing Lessee's services or facilities or while providing operations on the Premises.

Attachment A

Additional Information pursuant to IO 8-4

Past Experience of Requestor:

The principals of KTMB Acquisitions have prior experience in the leasing and development of land at Miami-Dade County Airports. Specifically, the principals of KTMB Acquisitions have decades of combined experience developing and constructing aviation facilities. The principals of KTMB Acquisitions have successfully developed and constructed more than 300,000 square feet of terminal, hangar and office space, more than 10 acres of aircraft ramp, and overseen the design and construction of infrastructure including new water, sewer, electrical, roads, parking lots and ramp encompassing more than 75 acres at the Miami-Opa Locka Executive Airport. The principals also established, built and operated Orion Jet Center at OPF from 2009 through 2017, when Atlantic Aviation acquired Orion. The principals have participated in additional aviation projects outside of Miami-Dade County, including in Texas, Tennessee, Arizona and Colorado.

Project Benefits:

- Job creation: construction (temporary jobs) and permanent jobs. Total estimated job creation during construction is 50 jobs. Total permanent jobs (direct and tenant) is 50 jobs.
- Community benefits: Percentage of fuel sales will be split between Experience Aviation (Barrington Irving) and Nicklaus Children's Hospital. Both entities will also be tenants on our campus.

Improvements to Premises:

As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of this Article, the Lessee, for its convenience, shall, design, construct and pay for such improvements to the Premises as shall be approved by the Lessor (as hereinafter provided), as shall be necessary to make the Premises suitable for Lessee's use and occupancy for the purposes and uses described, in accordance with all applicable FAA and County requirements and all building, fire and environmental codes and the Americans with Disabilities Act.

Lessee's Investment.

The Lessee agrees to invest not less than fourteen million dollars, seven hundred and fifty thousand dollars (\$14,750,000.00) in accordance with this article to design and construct improvements and infrastructure during the Development Phase of the Premises including new, state of the art hangars and ramp at KTMB that will ultimately be owned by Miami-Dade.

The Development Phase is to be completed in two (2) phases, the Phase I investment is \$9,500,000.00 and the Phase II is \$5,250,000.00. For purposes of this Article 4, Lessee's Improvements on the premises shall be collectively referred to as the "Improvements." Expenditures that satisfy such minimum investment requirement shall be limited to actual expenditures made by Lessee that relate directly to the design and construction of the improvements and infrastructure as reasonably determined by the Lessor, but as further

Attachment A

Additional Information pursuant to IO 8-4

described in the DLA, specifically excluding (i) costs associated with the design, purchase and installation of personal property, and (ii) accounting, permanent financing fees, and legal fees.

Due diligence.

Lessee shall have one year from the execution date to conduct all its due diligence activities including but not limited to environmental, drainage and other analyses of the Premises. Any reports received by the Lessee shall be provided to the Lessor within 365 days of the execution of this agreement.

Development Milestones.

Phase I

- (a) Submit 100% development plans (Plans) as further described in Article 4.04 to MDAD for review and approval, no later than 9 months from the Execution Date.
- (b) Submit MDAD approved development plans to other governmental agencies (FAA, Zoning etc.) for approval, no later than 12 months from the Execution Date.
- (c) Submit final approved plans for Permitting, no later than 18 months from the Execution Date.
- (d) Complete construction within 36 months from the Execution Date.
- (e) Contract Document 180 days status reports for the construction of their improvements.
- (f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

Phase II

- (a) Submit 100% development plans (Plans) as further described in Article 4.04 to MDAD for review and approval, no later than 24 months from the Execution Date.
- (b) Submit MDAD approved development plans to other governmental agencies (FAA, Zoning etc.) for approval, no later than 30 months from the Execution Date.
- (c) Submit final approved plans for Permitting, no later than 36 months from the Execution Date.
- (d) Complete construction within 60 months from the Execution Date.
- (e) Contract Document 180 days status reports for the construction of their improvements
- (f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

Attachment A

Additional Information pursuant to IO 8-4

The Lessee shall provide quarterly notarized status reports to the Lessor, with a copy to the Commission District 11 office in which the property lies, regarding compliance with each milestone set forth in a-f above as provided for in Implementing Orders (IO) 8-4 as may be amended from time to time.

Description of Improvements

The Lessee agrees that it shall construct, at its sole cost and expense, the following Improvements as shown on the Lessee's site plan.

Phase I (East)

1. Construction of approximately 11 aircraft hangars, offices, a terminal and fuel farm in accordance with Exhibit "B" or as modified by Lessee and approved by Lessor, which approval shall not be unreasonably withheld or delayed.
2. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and improvements necessary for the development of the Premises.
3. All roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises.
4. All operations, including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
5. Complete development of all associated taxi-way improvements as depicted in the exhibit. The new taxiway shall be conveyed to MDAD upon its completion (TCO/CO).
6. All safety and navigational aids, markings and signage.

Phase II (West)

1. Construction of approximately 9 aircraft hangars, with associated offices and aircraft ramp space in accordance with Exhibit "B" or as modified by Lessee and approved by Lessor, which approval shall not be unreasonably withheld or delayed.
2. All development shall comply with the SWMP study completed in April 2022.
3. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and improvements necessary for the development of the Premises.
4. All roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises.
5. Air operations, including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security

Attachment A

Additional Information pursuant to IO 8-4

measures as required by the Lessor and any improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.

6. All safety and navigational aids, markings and signage.
7. Complete development of all associated taxi-way improvements as depicted in the exhibit. The new taxiway shall be conveyed to MDAD upon its completion (TCO/CO).

Air operations, including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.

All safety and navigational aids, markings and signage.

All roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises.

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

Industrial Waste Facilities:

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

Inspections:

MDAD and/or its designated representatives shall have the right, upon not less than twenty-four (24) hours advanced written notice to Lessees (except in emergencies), during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification, and refurbishment required of the Lessees or the County to keep the Premises in good order and condition. The Lessees shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from MDAD. Trash and debris problems shall be corrected within twenty-four (24) hours following receipt of either oral or written notice from MDAD.

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

Utilities:

Attachment A

Additional Information pursuant to IO 8-4

Unless the Premises are separately metered and billed directly to the Lessees by the utility company or included in the rental rates and the Lessees hereby agree to pay monthly, upon billing by MDAD, for utilities consumption in the Premises. This monthly charge will be based on a survey conducted by or on behalf of MDAD of the consumption by the Lessees and current nondiscriminatory rates charged others at the Airport. This monthly charge may also be adjusted and billed retroactively, from time to time, based on changes in consumption and rates. Lessees shall pay for all other utilities used by it. In the event the Premises are metered and billed to MDAD, the Lessees shall pay for utility consumption based on the metered charge. The County shall have no obligation to provide utilities to the Premises other than those existing as of the effective date of this Agreement; provided if any utility is cut off or discontinued due to the willful misconduct of the County or MDAD, and such act(s) prevents Lessees from being able to use any portion of the Premises for more than twenty-four (24) hours, then the Monthly Rent payable hereunder shall be abated based on the area of the Premises Lessees do not use for the operation of their business on account of such utility interruption, on a per diem basis, until Lessee are able to resume business operations or such utility interference stops, whichever is earlier.

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.

Failure to Maintain:

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

If it is determined by the Lessor that the Lessee has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by this Article 5 (Maintenance and Repairs by Lessee), the Lessor shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed, the Lessor, in addition to its right to terminate upon the giving of notice pursuant to section 13.03, shall provide notice of intent to perform repairs or cleanup and may enter upon the Premises 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 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. After 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.

Proposed Rental Rates:

Rental rates are established by the BCC and are subject to change each year following appraisals by the County's appraiser.

Attachment A

Additional Information pursuant to IO 8-4

Rent:

Ground Rent for the Premises shall begin on the Execution Date. Ground Rent for the first year will be capped at \$90,000.00 (\$7,500 per month) after which applicable appraised value applies. Full appraised value rent will commence 12 months from the Lease Execution Date.

Building Rent

FMV building rent for the buildings and pavement constructed by the Lessee shall start at the beginning of the thirty first (31st) year of the Lease from the DBO date, at the then-current rates established by appraisal and approved by the BCC.

The County reserves the right to modify such rates throughout the term of this Agreement in accordance with its then-current rental rate adjustment policies, and Lessee shall pay the FMV rental rates as so adjusted.

Improvement Rent

In addition to the regular rent, Improvement rent is the additional rent to be paid by the Lessee based on the capital investment by the Lessee. Improvement rent is calculated as follows: (i) beginning on the 6th year of the Lease, and extending to the end of the 11th year of the Lease, Lessee shall pay one percent (1.0%) of the value of the minimum development investment amount of \$14,750,000.00 per year, to Lessor; (ii) beginning on the 12th year of the Lease, and extending to the 20th year of the Lease, Lessee shall pay one point five percent (1.5%) of the value of the minimum development investment amount of \$14,750,000.00 per year, to Lessor; and (iii) beginning on the 21st year of the Lease to the end of the 30th year of the Lease, Lessee shall pay two percent (2%) of the value of the minimum development investment amount of \$14,750,000.00 per year to Lessor payable in twelve (12) equal monthly installments until the end of the 30th year. Improvement Rent terminates upon commencement of building rent.



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 Florida
COUNTY OF Miami-Dade
STATE OR PROVINCE Florida
COUNTRY United States of America

Before me the undersigned authority appeared Eric Greenwald (Print Name),
who is personally known to me or who has provided _____ as

Identification and who did swear to the following:

That he or she is the duly authorized representative of
KTMB Acquisitions LLC

535 Sabal Palm Road, Miami, FL 33137

(Name of Entity)
(Address of Entity)

9 / 3 - 2 / 8 / 9 / 9 / 0 / 8 / 2 / 5 /
Federal Employment Identification Number

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

Manager

(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: KTMB Acquisitions LLC | 535 Sabal Palm Rd

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.

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)	_____	(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:

Ronald Vogel, 535 Sabal Palm Road, Miami, FL 33137, Principal
Eric Greenwald, 5313 LaGorce Dr, Miami Beach, FL 33140, Principal
Jeff Colassanti, 3260 SW 139 Ter, Davie, FL 33330

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**):

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**):

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.

KTMB ACQUISITIONS LLC

Full name of entity

By: Eric A. Greenwald PRINCIPAL 7.8.2024
Signature of Representative Title Date
ERIC A. GREENWALD
Print Name of Representative

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

STATE OR PROVINCE FLORIDA

COUNTRY UNITED STATES OF AMERICA

SUBSCRIBED AND SWORN TO (or affirmed) before me 8 day of July, 2024

by Eric Greenwald of KTMB Acquisitions LLC, who is personally
(Authorized Representative)

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

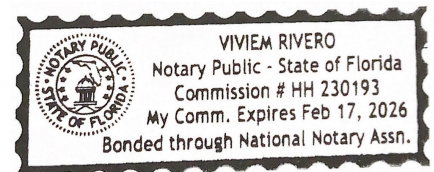
And who has taken an oath.

[Signature]
(Signature of Notary)

HH 230193
(Notary Commission Number)

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

Notary Stamp or Seal:



(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 contendere;

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.

KTMB ACQUISITIONS LLC

Full name of Entity

Eric A. Greenwald

Signature of Entity Representative

ERIC A. GREENWALD

Print Name of Entity Representative

AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2004), as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
ERIC A. GREENWALD	PRINCIPAL
RONALD VOGEL	PRINCIPAL
JEFF COLASANTI	PRINCIPAL
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that :

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as KTMB Acquisitions LLC (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, Miami-Dade Single Execution Affidavit Declaration Form (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.

- MDC023

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

I Eric Greenwald, hereby swear or affirm that:

1. The following persons or entities constitute and are all of the Members, Managing Members, and Managers, of the Florida Limited Liability Company known as KTMB Acquisitions LLC; Address 535 Sabal Palm Rd, Miami, FL 33137 ; Federal Tax ID # 93-2890825

<u>Full Name (Including Middle)</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Interest %</u>
Eric Greenwald	01/16/1970	5313 LaGorce Dr. Miami Beach, FL. 33140	45
Ronald Vogel	08/27/1978	535 Sabal Palm Rd, Miami, FL 33137	22.5
Jeff Colasanti	08/21/1981	3260 SW 139 Ter. Davie, FL. 33330	10
Giordana Vogel	09/07/1987	535 Sabal Palm Rd, Miami, FL 33137	22.5

2. There are no Members, Managing Members or Managers of the aforesaid Florida 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 Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida 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 Executive Airport - KTBM, and to bind and obligate the aforesaid Florida 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.

Signed, sealed and delivered in the presence of:



Witness

Ronald Vogel

Print Name



Witness

Jeff Colasanti

Print Name



Witness

Giordana Vogel

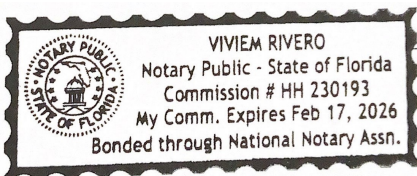
Print Name

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

I HEREBY CERTIFY, that on this 8 day of July, A.D. 2024, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Eric Greenwald**, personally known to me, or proven by producing the following identification: _____ to be the Manager of KTMB Acquisitions LLC., a limited liability company existing under the laws of the State of Florida and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that she 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



Notary Signature
Vivien Rivero

Printed Notary Name

Notary Public, State of Florida

My commission expires: February 17, 2026

Commission/Serial No. HH 230193

APPLICATION & QUESTIONNAIRE

1. Name of Applicant: KTBM Acquisitions LLC
2. Principal Office Address: 535 SABAL PALM RD, MIAMI, FL. 33137
Phone: 305-610-9923 Fax: _____
3. Official Representative: Eric Greenwald
Title: Manager
Address/Folio Number: Miami Executive Airport - KTMB
Billing Address: 535 SABAL PALM RD, MIAMI, FL. 33137

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:

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

When Incorporated: _____

In what State: _____

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 of Organization: August 13, 2021

General or Limited Partnership: Limited Liability Company

Name and address of each Partner:

<u>Name</u>	<u>General/Limited Partnership</u>	<u>Address</u>
Eric Greenwald • Member & Manager •	5313 LaGorce Dr.	Miami Beach, FL. 33140
Ronald Vogel • Member & Manager •	535 Sabal Palm Rd.	Miami, FL. 33137
Jeff Colasanti • Member •	3260 SW 139 Ter.	Davie, FL. 33330

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

5. Bank References:

<u>Bank</u>	<u>Address</u>
JP Morgan Chase	270 Park Avenue, New York, NY, 10017

6. The Department reserves the right to request the financial statements of the corporation, partnership or individual making application for lease or contract. If the corporation or partnership is newly formed for the purpose of this lease or contract and not in business for a period of time greater than one year, the Department reserves the right to request the financial statements of stockholders of the corporation or the partners in a partnership of those holding more than 5% ownership interest in such partnership or corporation. In addition, the Department also reserves the right to review financial statements, or any other material presented to a bonding company for the purpose of obtaining a Performance Bond.
7. The Applicant(s) understands that the information contained in this Application and Questionnaire Form is to be relied upon by the County in its consideration for entering into lease or contract and such information is warranted by the Application(s) to be true. The undersigned agrees to furnish upon request any additional information as may be required by the County.
8. The Applicant(s) understands that the County has the right to verify the information submitted and to seek any additional information relating to the Applicant(s). The discovery of any misrepresentation, which, in the sole opinion of the County, materially affects the qualifications of the Applicant to perform under the lease or contract, without liability shall result in the County's withdrawal of its offer to enter a lease or a contract.

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

10. Please select the airport you are interested in:

☐
☒

Miami International Airport
Kendall-Tamiami Airport

☐
☐

Opa-locka Airport
Homestead Airport

11. Purpose of which applicant intends to use space:

Aviation use - hangars and related uses

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

22 acres per lease

13. Number of years of experience applicant has had in operation of similar business: 15

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

Orion Jet Center • Opa-Locka Exec. Airport • Fixed Base Operator • Sep. 2009 - Sep. 2017

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

\$14,750,000. Privately funded.

16. Provide an estimated period of the construction/ renovation process, including development timeframe: if applicable
Phase 1 - 3 years; Phase 2 - 5 years
-
17. Describe the projected ideas for building, renovations, and development: if applicable
11 aviation hangars and related development.
-
18. How will space contribute to the interest of the community? By providing much needed
hangar space, jobs and economic development.
-
19. Provide names of personnel, developers, contractors, and consultants: if applicable
-
-

APPLICANT:

Eric Greenwald

Name:

Principal

Title:

Eric A. Greenwald

Signature:

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

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) KTMB Acquisitions LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 535 Sabal Palm Rd	Requester's name and address (optional)
6 City, state, and ZIP code Miami, FL. 33137		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
9	3	-	2	8	9	0	8	2	5	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	<i>Eric A. Greenwald</i>	Date	<i>05/08/2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



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Detail by Entity Name

Florida Limited Liability Company
KTMB ACQUISTIONS, LLC

Filing Information

Document Number	L21000364574
FEI/EIN Number	93-2890825
Date Filed	08/13/2021
Effective Date	08/13/2021
State	FL
Status	ACTIVE

Principal Address

535 SABAL PALM ROAD
MIAMI, FL 33137

Mailing Address

535 SABAL PALM ROAD
MIAMI, FL 33137

Registered Agent Name & Address

VOGEL, RONALD
535 SABAL PALM RD
MIAMI, FL 33137

Authorized Person(s) Detail

Name & Address

Title MGR

Rigi Holdings, LLC
535 SABAL PALM ROAD
MIAMI, FL 33137

Title Manager

Greenwald, Eric
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Miami Beach, FL 33140

Annual Reports

Report Year	Filed Date
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2022	05/01/2022
2023	03/08/2023
2024	07/12/2024

Document Images

07/12/2024 -- ANNUAL REPORT	View image in PDF format
03/08/2023 -- ANNUAL REPORT	View image in PDF format
05/01/2022 -- ANNUAL REPORT	View image in PDF format
08/13/2021 -- Florida Limited Liability	View image in PDF format



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Detail by Entity Name

Florida Limited Liability Company
RIGI HOLDINGS, LLC

Filing Information

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FEI/EIN Number 88-2229790
Date Filed 05/02/2022
Effective Date 05/01/2022
State FL
Status ACTIVE

Principal Address

4250 Biscayne Blvd
705
MIAMI, FL 33137

Changed: 03/12/2024

Mailing Address

4250 Biscayne Blvd
705
MIAMI, FL 33137

Changed: 03/12/2024

Registered Agent Name & Address

VOGEL, RONALD A, II
535 SABAL PALM RD
MIAMI, FL 33137

Authorized Person(s) Detail

Name & Address

Title MGR

VOGEL, RONALD A, II
535 SABAL PALM RD
MIAMI, FL 33137

Title Manager

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MIAMI, FL 33137

Annual Reports

Report Year	Filed Date
2023	03/10/2023
2024	03/12/2024

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Florida Department of State, Division of Corporations

Attachment B

Community Benefit

Lessee:

KTMB Acquisitions, LLC (KTMB Acquisitions)
5313 Lagorce Drive
Miami Beach, Florida 33140

Premises (Description):

The Premises leased herein consist of the Land identified in the Survey attached hereto as Exhibit "A" +/-22 acres

Community Benefit (Description):

KTMB's commitment to provide a "Community Benefit" as part of the new DLA. As such, KTMB will donate \$0.01 of every gallon of fuel sold through private agreements between KTMB and neighborhood community organizations (excluding government contracts) beginning in Year 3 and ending on Year 5 of the new DLA. At the beginning of Year 6, the donation will increase to \$0.015 per gallon of aviation fuel sold (excluding government contracts) for five (5) years. Beginning in Year 11 the donation will further increase to \$0.02 per gallon of aviation fuel sold (excluding government contracts) and will continue for the term of the new DLA. If at any time between years 11 (2035) and 15 (2039) another fuel provider at TMB agrees to a Community Benefit of \$0.02 per gallon, KTMB will immediately increase its contribution to \$0.02 per gallon. It should be noted that fifty (50%) percent of the Community Benefit will be designated for the Nicklaus Childrens Hospital, and fifty (50%) percent for the Flying Classroom. The Community Benefit funds will be paid on an annual basis.

Agreement No.
Customer No.

**DEVELOPMENT SITE LEASE AGREEMENT
MIAMI-DADE COUNTY, FLORIDA
MIAMI EXECUTIVE AIRPORT**

MIAMI-DADE COUNTY

and

KTMB ACQUISITIONS, LLC

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**DEVELOPMENT LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AS LESSOR, AND
KTMB ACQUISITONS, LLC., AS LESSEE, AT MIAMI EXECUTIVE AIRPORT**

THIS DEVELOPMENT LEASE AGREEMENT ("Lease " or "Agreement") is made and entered into as of the _____ day of _____, 2024, (the "Execution Date"), by and between MIAMI-DADE COUNTY, through its Aviation Department ("MDAD", "Department", "Lessor" or "County"), and KTMB ACQUISITONS, LLC., ("Lessee" or "Reliance") a Florida Profit Corporation company authorized to do business in the State of Florida ("Lessee")

W I T N E S S E T H

WHEREAS, the County is the owner of Miami Executive Airport (known as the "Airport" or "TMB") and operates it through MDAD), and

WHEREAS, the Lessor and Lessee have agreed to enter into a new development lease agreement at TMB, for Lessee's lease of the Premises as shown on the attached Exhibit A, and

WHEREAS, the Lessee acknowledges that all development activity 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 this Agreement is expressly subject to such regulatory reviews and acceptances in accordance with the provisions of this Agreement; and

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

ARTICLE 1
Term and Premises

1.01 Term:

(A) The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, the premises as set forth in Article 1.02 ("Premises") for the purposes and uses set forth in Article 2 (Use of Premises) and Article 4 (Development and Improvements to Premises) for a lease term of thirty-five (35) years (the "Term"), subject to the conditions set forth below, beginning on the Execution Date. The Execution Date is ten (10) days after the date of the adoption of a resolution approving the Lease by the Miami-Dade County Board of County Commissioners (BCC), unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by BCC.

(B) The Lessee shall have the option to extend the term by five (5) years by providing notice to MDAD in writing no later than 180 days prior to the expiration of the term so long as all the following conditions are met:

- i. Lessee has achieved the Date of Beneficial Occupancy for the improvements as defined below in Article 1.01(C) within five (5) years of the Effective Date; and,
- ii. Lessee has invested not less than fourteen million, seven hundred and fifty thousand \$14,750,000.00 dollars in improvements; and

iii. Lessee is not in default under Article 13 (Termination) at the time it seeks to exercise this Option and at the time that the additional five-year extension period is set to begin.

(C) Date of Beneficial Occupancy: The Date of Beneficial Occupancy (DBO) for the improvements is defined to be the earliest of (i) the date on which substantial completion of the improvement associated with any new improvement on the Premises has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) that enables the Lessee to occupy or utilize the improvement in any manner for its intended use, (ii) the date on which the Lessee commences the use of any improvement for its intended use (with or without a TCO or CO), or (iii) the date on which substantial completion of the improvement would have occurred and on which the appropriate code enforcement agency would have issued a CO or TCO but for the occurrence of Lessee's delays, all as determined in the sole reasonable discretion of the County.

(D) Due diligence: Lessee shall have one year from the execution date to conduct all its due diligence activities including but not limited to environmental, drainage and other analyses of the Premises. Any reports received by the Lessee shall be provided to the Lessor within 365 days of the execution of this agreement (the "Due Diligence Phase").

- i. 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"):
 - a. to conduct boundary and other surveys on the Premises.
 - b. to conduct environmental site assessments on the Premises.
 - c. to conduct stormwater drainage assessments on the Premises.
 - d. to the extent authorized by any permit issued by the applicable Authority Having Jurisdiction ("AHJ") to conduct soil-borings on the Premises.

Lessee shall not have the right to conduct any business or begin development during the Due Diligence Phase.

ii. 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 Premise 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 relationship with 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.

iii. Lessee shall be responsible for all of its costs associated with such Due Diligence Activities.

iv. At any time during the Due Diligence Phase, Lessee shall have the right to terminate this Agreement by providing written notice to Lessor and, thereafter, shall have no further obligations except for the following: (1) those obligations that survive the termination of this Agreement, (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 Rent as specified in Section 3.01 through the date of Lessee's surrender of the Premises, which 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 Execution Date, and (5) to the extent applicable, Lessee's Termination Obligations. The provisions of this paragraph shall survive the termination of this Agreement. 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

v. 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 their tenancies. 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.

vi. Regardless of whether Lessee exercises its right to terminate this Agreement during the Due Diligence Phase or proceed beyond the Due Diligence 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.

vii. 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.

(E) Community Benefit: Lessee shall commit to the community benefits as defined in Attachment B.

1.02 Premises:

The Premises leased herein consist of the Land identified in the Survey attached hereto as Exhibit "A" +/-22 acres.

1.03 Relocation and Modification of Premises:

The Premises are subject to relocation or modification on Airport property at the sole discretion of the Lessor and this Agreement may be administratively revised to reflect such relocation or modification upon at least 180 days advance written notice to the Lessee by the Lessor. Relocated space may not be similar in size, configuration, or location on the Airport to the Premises and may be subject to different rentals. The Lessee may accept the relocated or modified premises or may vacate the Premises within the notice period.

1.04 Suitability of Premises:

The Lessee acknowledges that (a) the Lessor has made no representations as to the Premises or the suitability of the Premises for the purposes of the Lessee, (b) the Lessee has no obligation to perform or cause to be performed any maintenance, repairs, renovations, cleanups, painting, or the like of the existing facilities on the leased premises which are leased in an as is condition, (c) Lessee has made whatever site inspections it deems necessary so as to be apprised of the conditions of the Premises, both above ground and below ground, and has made its own determination that the Premises are suitable for its intended use, and (d) Lessee has otherwise satisfied itself that the conditions of the Premises, and utilities in their current state, are satisfactory to the Lessee. The Lessee's

obligation under this Agreement, such as in Article 7.03 (Permits & 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 to the Premises, 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 the Lessee to compensate or reimburse the Lessee for such cost, risk, expense, investment, and improvements.

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

Unless the Lessee's financing documents require otherwise (with the exception for the common use taxilane – see below), the Lessee shall have the option, to be exercised not later than sixty (60) days from the DBO, of (i) placing in the name of the Lessor its improvements installed or constructed by the Lessee upon the premises, free and clear of all liens and encumbrances, except for any financial interests or liens specifically approved by the Lessor under the loan documents as provided under Article 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 the improvements whose title is to remain in the Lessee's name, the Lessee shall be entitled to use modified standards for its design and construction, as approved by the Lessor, but must nonetheless comply with all applicable building, fire, and life/safety codes, comply with the Lessor's requirements under Article 4 (Development and Improvements to the Premises) as to the useful life of the improvement, and must remove any such improvement upon termination of this Lease for any cause, unless the Lessor directs otherwise as to such improvement.

1.06 Conditions of Lease

Review by FAA:

This Agreement is subject to the review and approval by the Federal Aviation Administration (FAA). If the FAA indicates that any portion of this Agreement is not consistent with the requirements of federal law or grant assurances, or else raises an objection to any portion of this Agreement, the Lessor shall have the right in its sole discretion to either declare this Agreement to be null and void or else to change the terms of this Agreement so as to overcome the reasons for the FAA's statements or objections and submit to the Lessee this Agreement as so changed. In the latter event, the Lessee shall respond to such proposed changes promptly and in any case not later than sixty (60) days from the date the Lessor provides it to the Lessee. If the Lessee accepts such changes, the parties will execute a new Agreement as changed, subject again to FAA review. At any time following the FAA's initial review of this Agreement in which the FAA made statements or else raised concerns about the terms of the Agreement, the Lessor may determine that it is in the best interests of the County to lease the Premises to another party on terms that would be acceptable to the FAA, and upon such determination, whatever rights the Lessee may have hereunder shall cease upon the Lessee's receipt of such statement of determination. No compensation of any sort shall be payable to the Lessee in the event that (a) the Lessor declares this Agreement to be null and void, (b) the Lessor 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.

1.07 Review by Other Entities:

This Agreement and the enforcement of each party's obligations hereunder are contingent upon Lessor's receipt of certificates under Section 707 of the Lessor's Restated and Amended Trust Agreement (the "707 Certificates") from both the Traffic Engineers and the Consulting Engineers determining that the improvements to be constructed by Lessee meets the standards provided in Section 707.

1.08 Early Termination for Airport Purposes:

(A) At any time during the term of this Agreement, if the Premises leased and developed hereunder are required for airport development purposes or any other purpose as determined by the Miami-Dade Aviation Department (MDAD) in its sole discretion, MDAD shall have the right to terminate this Agreement as to all or any portion of the Premises upon notice to the Lessee as provided herein.

(B) In the event such notice is given prior to completion of construction of any improvement to be terminated under the notice, the notice shall specify the effective date of termination and the Lessor shall have the option of requiring the Lessee to complete construction of the improvement and to obtain a CO or requiring the Lessee to cease all construction activity as of the date set forth in the notice. The Lessee shall submit to the Lessor all construction costs incurred by the Lessee as of the effective date of termination. The determination of costs eligible for reimbursement to the Lessee shall be based on the calculation of approved improvement costs as of the effective date of the notice as determined under Article 4.11 (Final and Approved Improvement Costs). Within sixty (60) days of the Lessor's acceptance of the approved costs, the Lessor shall pay the Lessee the amount of the approved improvement costs, which the Lessee agrees shall be the Lessor's sole obligation under this Agreement to compensate the Lessee for termination of this Agreement at this stage.

(C) In the event such notice is given after completion of any improvement, the notice shall provide the Lessee with a reasonable period of time to vacate the improvement, which shall be not less than sixty (60) days after the Lessee's receipt of the notice. The Lessor shall be responsible for paying to the Lessee the fair market value of the improvement, determined by a qualified appraiser selected and paid for by the Lessor. If the Lessee does not accept the appraised value of the Lessor's appraiser, the Lessee shall have the right to select and pay for its own appraiser. If Lessor does not accept the Lessee's appraised value determined by the Lessee's appraiser, the two appraisers shall select a third appraiser, whose costs shall be paid equally by the Lessor and the Lessee. Any appraiser selected hereunder must be a member of the Master Appraisal Institute or equivalent. All three appraised values shall be added together and divided by three to obtain the appraised value Lessor is required to pay the Lessee. The Lessor shall cause the Lessee to be paid the appraised value within sixty (60) days of determining the appraised value in accordance with this sub article, but the Lessor shall have no obligation to pay the Lessee any compensation for the land taken back by the Lessor. The Lessee agrees that such payment shall be the Lessor's sole obligation under this Agreement to compensate the Lessee for termination of this Agreement at this stage.

1.09 Easements

Nothing herein shall be construed as waiving or relinquishing any easements, or licenses, or other encumbrances currently burdening the Premises in favor of the County including but not limited to, easements 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 or other encumbrances, whether or not such easements or other rights have been disclosed by the County, and whether or not such easements or other

encumbrances were known or knowable by Lessee in the exercise of its due diligence.

ARTICLE 2

Use of Premises

2.01 General Privileges, Uses and Rights:

(A) 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 the Lessee's use of any portion of the Airport, and all of which shall be non-exclusive on the Airport) The Lessor grants to the Lessee, in common with all others desiring to use the Airport, and only to the extent necessary or reasonably desirable, so long as such use does not conflict with the Lessor's operation of the Airport, to carry out the rights granted the Lessee hereunder, the nonexclusive privilege to use the runways, taxiways, roads of egress and ingress, service roads and such other facilities and improvements as may be now in existence or hereafter constructed for the use of persons lawfully using the Airport; provided, however, that such usage shall, to the extent not included as part of the Rent, be subject to the payment of nondiscriminatory fees and other charges established by the Lessor. Nothing herein contained shall grant to the Lessee the right to use any leasable space or area improved or unimproved which is leased to a third party, or which the Lessor has not leased herein.

Except as expressly set forth in this Section, nothing in this Lease shall be construed to grant or convey to Lessee the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which the Lessor has not leased herein. Nothing in this Section shall be construed as providing access to MDAD's airfield facilities.

(B) The right of ingress to and egress from the leased 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 as now or may hereafter have application at the Airport.

2.02 Use of Premises:

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, MDAD's Minimum Standards (Operational Directive No. OD 09-01) and Chapter 25 as may be established and amended from time to time.

Such services and uses may only be provided on the premises developed by the Lessee, provided that the services and uses are in compliance with Article 7 (Regulations, Licenses and Permits) of this agreement.

The Lessee shall use the premises for aeronautical purposes. Permitted uses are the following:

1. Fixed Base Operations (FBO) including hospitality areas for passengers and crew.
2. Aircraft storage, tie-down, and ground handling.
3. Aviation office use.
4. Certificate Part 91, (nonscheduled noncommercial aircraft operations), Certificate Part 135 (nonscheduled commercial aircraft operations), and Certificate Part 145 (maintenance, inspection

and alteration of Aircraft and aircraft products) as well as uses incidental thereto, and otherwise permitted under applicable laws.

The Lessee shall use all hangars, and shall require all tenants to use hangars, in compliance with the Lessor's requirements as to proper hangar use, as such requirements may be modified, altered, or added to by the Lessor from time to time.

2. Prohibited Uses, Products and Services. The Lessee agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. The Lessee shall not provide any products or services that are not specifically authorized by this Lease or by the County. The Lessee further agrees that its customers shall only be permitted to park vehicles on the Premises while utilizing Lessee's services or facilities or while providing operations on the Premises.

2.04 Non-Flyable Aircraft:

In no instance shall any non-flyable aircraft be parked or stored on the Premises for a period in excess of 60 consecutive days, without the prior written approval of the Lessor. After such 60-day period, the Lessee shall remove any non-flyable aircraft from the Premises within 15 days, when notified in writing by the Lessor to do so, unless such aircraft is then and there undergoing maintenance as authorized herein. Failure of the Lessee to remove non-flyable aircraft shall result in the Lessor declaring said aircraft derelict and subject to removal pursuant to Chapter 25-10.24 of the Miami-Dade County Code, as well as the Lessor's termination of this Agreement.

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 the 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 the Lessor is permitted to take under federal, state, and local law pertaining to the airport on which the Premises herein are located.

2.06 Flight Operations:

(A) Lessee acknowledges that TMB is a noise sensitive airport and agrees to work with the FAA and County to ensure reasonable procedures are developed to minimize any potential adverse impacts to surrounding communities, including, but not limited, to noise impacts.

(B) Lessee shall timely address any complaints raised by members of the surrounding communities and shall notify the Department's Noise Abatement Office of any such complaints and Lessee's response.

(C) In addition to minimizing impacts to surrounding communities, Lessee shall coordinate with all authorities having jurisdiction including but not limited to the FAA and County to ensure that all airspace procedures developed for aircraft operations are consistent with MDAD's current operations, do not result in any reduction to TMB's airspace or airfield capacity or future development plans as set forth in the TMB's Airport Layout Plan (ALP) as of the date hereof.

2.07 Reporting of Fuel Sales:

Lessee shall, on a yearly basis, report the total gallonage of fuel sold to its customers, including but not limited to: i) fuel sold by Lessee, ii) fuel sold by any contractor of Lessee which is dispensed on Lessee's leasehold, and iii) fuel sold by any contractor of Lessee outside of Lessee's leasehold, but which is sold pursuant to a contractual arrangement between Lessee and such contractor. Lessee shall specify the types of fuel sold for each category (i.e., Jet-A vs. AvGas). This report shall be provided no later than February 1st for the preceding year.

ARTICLE 3

Rentals and Payments

3.01 Rent

Rental rates are established by the BCC and are subject to change each year following appraisals by the County's appraiser.

Premises:

Ground Rent for the Premises shall begin at the Execution Date. Ground Rent for the first year will be capped at \$90,000.00 (\$7,500 per month) during the 12-month Due Diligence Phase. Full appraised value rent will commence 12 months from the Lease Execution Date (at the end of the Due Diligence Phase). In the event that Lessee has completed its Due Diligence Activities and desires move beyond the Due Diligence Phase and begin developing prior to the end of the first year, Lessee shall notify MDAD that it has elected to proceed with development. At such time, the Due Diligence Phase (and the Due Diligence Phase right to terminate) shall be deemed to have ended, and Lessee shall begin paying full appraised Ground Rent as of the date of such notice.

Phase 1

Exhibit	Parcel ID	Description	Acres	Area (SF)	Rate	Annual	Monthly
A	TBD	Land-Aeronautical	14.2	618,552	\$0.30	\$185,565.60	\$15,463.80

Phase 2

Exhibit	Parcel ID	Description	Area	Area (SF)	Rate	Annual	Monthly
A	TBD	Land-Aeronautical	8.1	352,836	\$0.30	\$105,850.80	\$8,820.90

* Plus, applicable State sales taxes, as required by law.

(C) Building Rent

FMV building rent for the buildings and pavement constructed by the Lessee shall start at the beginning of the thirty first (31st) year of the Lease from the DBO date, at the then-current rates established by appraisal and approved by the BCC.

The County reserves the right to modify such rates throughout the term of this Agreement in accordance with its then-current rental rate adjustment policies, and Lessee shall pay the FMV rental rates as so adjusted.

3.02 Improvement Rent

In addition to the regular rent discussed in 3.01 above, Improvement rent is the additional rent to be paid by the Lessee based on the capital investment by the Lessee. Improvement rent is calculated as follows: (i) beginning on the 6th year of the Lease, and extending to the end of the 11th year of the Lease, Lessee shall pay one percent (1.0%) of the value of the minimum development investment amount of \$14,750,000.00 per year, to Lessor; (ii) beginning on the 12th year of the Lease, and extending to the 20th year of the Lease, Lessee shall pay one point five percent (1.5%) of the value of the minimum development investment amount of \$14,750,000.00 per year, to Lessor; and (iii) beginning on the 21st year of the Lease to the end of the 30th year of the Lease, Lessee shall pay two percent (2%) of the value of the minimum development investment amount of \$14,750,000.00 per year to Lessor payable in twelve (12) equal monthly installments until the end of the 30th year. Improvement Rent terminates upon commencement of building rent.

3.03 Sales Taxes and Other County Charges:

The 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 the Lessee's use of the Premises, and all other charges imposed by the County on the Lessee's use of the Premises provided that such lessee charges are applicable to all similarly situated Lessee's at TMB.

3.04 Operational Fees and Charges:

The Lessor reserves the right to establish fees for the landing and parking of all or special classes of aircraft at the Airport. The Lessee, as a further consideration for this Agreement, shall be required, when directed in writing by the Lessor, to collect and promptly remit to the Lessor aviation fees and other aviation charges, approved by the County and payable to the Lessor. The method of collection and remittance of such fees and charges shall be as determined and directed by the Lessor in writing. A failure to collect and pay same shall constitute a default under Article 13.03 (Other Defaults) hereof. The Lessee shall be permitted to retain five percent of such fees and charges collected on behalf of the Lessor, which amount shall be considered as full and final payment to the Lessee for the cost of collecting and remitting the fees and charges and shall not be considered as part of gross revenues earned by Lessee.

Nothing contained in this Lease shall preclude the County from establishing other reasonable and non-discriminatory fees and charges applicable to all aircraft operating on County property using the Premises. Lessee expressly agrees to pay such fees and charges as if they were specifically included in this Lease. In the event Lessee engages in any activity or provides any service at the Airport for which other companies operating at the Airport pay a fee to County, including the servicing and cleaning of aircraft at the Airport, Lessee shall pay to County fees equivalent to those paid by such other companies for engaging in such activities or providing such services.

3.05 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 days after same shall become due, interest at the rates established from time to time by the BCC (currently set at 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.

3.06 Dishonored Check or Draft:

In the event that the Lessee delivers a dishonored check or draft to the Lessor in payment of any obligation arising under this Agreement, the Lessee shall incur and pay a service fee assessed in accordance with the Lessor's practice for dishonored checks plus penalties as may be imposed by law, such as Sections 832.08 and 125.0105, Florida Statutes, as such statutes may be amended or renumbered. Further, in such event, the Lessor may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Lessor.

3.07 Utilities:

The Lessee shall pay for all utilities it uses or is imposed on Lessee as a matter of law. The Lessor shall have no obligation to provide utilities to the Premises except to maintain or repair any utilities that may exist on the Premises as of the date of this Agreement.

3.08 Other Fees and Charges:

The Lessee acknowledges that the BCC has or may establish or direct the establishment, from time to time, of various fees and charges for the use of various facilities, equipment and services provided by the County. The Lessee shall pay, upon billing, for its use of such facilities, equipment and services those fees and charges, which are billed monthly. For other fees and charges which are based on usage, the Lessee shall, 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 Lessor. 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 whatever charges are imposed by the County.

3.09 Security Deposit:

Prior to occupancy or use of any improvement on the Premises, the Lessee shall pay to the Lessor an amount equal to two times the required total monthly rent for the land and improvements as applicable, and as determined pursuant to Article 3.01 (Annual Rent) above, plus applicable State sales tax on such security deposit amount, as security for the payment of the Lessee's obligations hereunder. Said deposit shall be in addition to any rental payments required hereunder, and the Lessor shall be entitled to apply such payment to any debt of the Lessee to the Lessor that may then exist, as permitted by law, including but not limited to the rentals, 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 annual or monthly rentals 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 rental to provide the Lessor with adequate assurance of the Lessee's payment of its obligations, which assurance is required because of the Lessee's defaults in the timely payment of rents, fees and charges due hereunder, or because the Lessor has reason to believe, based on published reports, that the Lessee's future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy.

3.10 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 rent applicable to the Premises as stated in Article 3 (Rentals and Payments) above shall be subject to review and adjustment in accordance with this lease and with the adjustment of rental rates for the Airport. Fair market value (FMV) rental rates for the premises may be adjusted by the Lessor effective on October 1 of each year of this Agreement.

(B) When such rental rate adjustments are established by the BCC or as directed by the Aviation Director pursuant to Resolution No. R-186-01 or any adjustment, 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 shall be reflected herein by means of a letter between the Lessor and the Lessee. Payments for any retroactive rental adjustments shall be due upon billing to the Lessee by the Lessor 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 shall be based on a non-discriminatory application of the rental rates for the entire Airport as adjusted by the BCC or according to annual changes pursuant to Article 3.01 (Rent).

(C) Aeronautical ground and pavement rent may be adjusted annually according to appraisal of comparable general aviation rates and approved by the BCC as part of MDAD's Annual Rates and Charges as published.

3.11 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 rental rates then applicable in whole or in part to the Premises.

3.12 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 Lessor 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: 001180000120

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

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

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

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

ARTICLE 4

Development and Improvement to Premises

4.01 Development and Investment Obligations

(A) Improvements to Premises. As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of this Article, the Lessee, for its convenience, shall, design, construct and pay for such improvements to the Premises as shall be approved by the Lessor (as hereinafter provided), 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 and as shown on Exhibit(s), in accordance with all applicable FAA and County requirements and all building, fire and environmental codes and the Americans with Disabilities Act.

(B) Lessee's Investment. The Lessee agrees to invest not less than fourteen (14) million dollars (\$14,750,000.00) in accordance with this article to design and construct improvements and infrastructure during the Development Phase of the Premises. The Development Phase is to be completed in two (2) phases, the Phase I investment is \$9,500,000.00 and the Phase II is \$5,250,000.00. For purposes of this Article 4, Lessee's Improvements on the premises shall be collectively referred to as the "Improvements." Expenditures that satisfy such minimum investment requirement shall be limited to actual expenditures made by Lessee that relate directly to the design and construction of the improvements and infrastructure as reasonably determined by the Lessor, but as further described in Article 4.11 (Final and Approved Improvement Costs) below, specifically excluding (i) costs associated with the design, purchase and installation of personal property, and (ii) accounting, permanent financing fees, and legal fees.

(C) Development Milestones.

Phase I

- (a) Submit 100% development plans (Plans) as further described in Article 4.04 to MDAD for review and approval, no later than 9 months from the Execution Date.
- (b) Submit MDAD approved development plans to other governmental agencies (FAA, Zoning etc.) for approval, no later than 12 months from the Execution Date.
- (c) Submit final approved plans for Permitting, no later than 18 months from the Execution Date.
- (d) Complete construction within 36 months from the Execution Date.
- (e) Contract Document 180 days status reports for the construction of their improvements.
- (f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

Phase II

- (a) Submit 100% development plans (Plans) as further described in Article 4.04 to MDAD for review and approval, no later than 24 months from the Execution Date.
- (b) Submit MDAD approved development plans to other governmental agencies (FAA, Zoning etc.) for approval, no later than 30 months from the Execution Date.
- (c) Submit final approved plans for Permitting, no later than 36 months from the Execution Date.
- (d) Complete construction within 60 months from the Execution Date.
- (e) Contract Document 180 days status reports for the construction of their improvements
- (f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

The Lessee shall provide quarterly notarized status reports to the Lessor, with a copy to the Commission District 11 office in which the property lies, regarding compliance with each milestone set forth in a-f above as provided for in Implementing Orders (IO) 8-4 as may be amended from time to time.

4.02 The Project.

(A) Description – The Lessee agrees that it shall construct, at its sole cost and expense, the following Improvements as shown on the Lessee's site plan attached as Exhibit "A".

Phase I (East)

1. Construction of approximately 11 aircraft hangars, offices, a terminal and fuel farm in accordance with Exhibit "B" or as modified by Lessee and approved by Lessor, which approval shall not be unreasonably withheld or delayed.
2. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and improvements necessary for the development of the Premises.
3. All roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises.
4. All operations, including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
5. Complete development of all associated taxiway improvements as depicted in the exhibit. The new taxiway shall be conveyed to MDAD upon its completion (TCO/CO).
6. All safety and navigational aids, markings and signage.

Phase II (West)

1. Construction of approximately 9 aircraft hangars, with associated offices and aircraft ramp space in accordance with Exhibit "B" or as modified by Lessee and approved by Lessor, which approval shall not be unreasonably withheld or delayed.
2. All development shall comply with the SWMP study completed in April 2022.
3. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and improvements necessary for the development of the Premises.
4. All roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises.
5. Air operations, including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
6. All safety and navigational aids, markings and signage.
7. Complete development of all associated taxiway improvements as depicted in the exhibit. The new taxiway shall be conveyed to MDAD upon its completion (TCO/CO).

All roadways, driveways, turn lanes, intersection improvements, electric, water and sewer improvements, cable, drainage, lighting, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises.

(B) County Cooperation of Off Premises Improvement

The Lessor agrees to cooperate with the Lessee to facilitate any necessary off-site improvements or work for infrastructure necessary to support the Project, including, without limitation, granting any temporary construction easements or licenses required to complete improvements or work outside of the Premises on the Airport within areas under the control of the Lessor; provided, however, the Lessee shall use commercially reasonable efforts to minimize

impacts on Airport operations. Furthermore, any 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 the Lessor to provide a temporary construction easement or license for off-premises storage of materials or equipment.

(C) Project Cost - The Lessee shall bear and be solely responsible for all costs arising out of the Project, including, but not limited to, the following:

1. All costs as described in Article 4.02 (Project) above.
2. Any and all existing environmental conditions that exist on site and assumes full responsibility for remediating the site to a condition that allows construction of the site as well as all necessary environmental approvals under the National Environmental Policy Act ("NEPA").
3. Any costs arising out of the review and approval of an amendment to the Airport Layout Plan (ALP).
4. Any land use approvals, development fees, concurrency fees, and permit fees for the design, construction, and subsequent use of the improvements and infrastructure.

(D) Additional Project Requirements

1. The Lessee shall provide to Lessor for approval and its use, a survey of the Premises within sixty (60) days of Lease Execution Date. The acceptance and approval by the Lessor shall be based upon the exhibits approved by the BCC.
2. The Lessee shall provide to Lessor within sixty (60) days of Lease Execution, a traffic study to determine the impact of the additional traffic of the new development to be generated to the area
3. The Lessee shall be solely responsible for adhering to the drainage requirements of the most recent storm water master plan (dated April 21, 2022) and shall accommodate the required drainage within the boundaries of its premises.
4. Lessee shall provide to Lessor for approval, within (30) days of the execution date, a detailed description, layout and Master Plan for the entire Project site located at TMB.
5. Lessee shall provide any report(s) to Lessor within three hundred and sixty-five (365) days of the Lease Execution pertaining to the current drainage plan and environmental requirements to verify the suitability of the Premises for Lessee's proposed development and the acceptability of this Lease to Lessee.

Lessee acknowledges that the Lessor shall have no maintenance responsibility for any of the Improvements, utilities and infrastructure to be constructed by Lessee.

(D) All improvements constructed or placed on the Premises, including, but not limited to, drainage and landscaping, shall be of and first-class design and construction; comply with all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with applicable requirements of this Article. The Lessee shall have the right to make such additions, alterations and improvements to the Premises, including, but not limited to, to the Project (as hereinafter defined), as may deem necessary for its operations hereunder, subject to the Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, delayed or denied.

4.03 Design of Improvements:

(A) Prior to the commencement of any construction of an improvement on the Premises, Lessor and Lessee shall hold a pre-design meeting to be coordinated through the Lessor's Facilities Project Manager with the participation from all parties deemed by Lessor to be necessary for such meeting, for discussions regarding utilities, grading drainage, airside, security, existing as-built drawings, compliance with the Master Plan, and the terms of the Agreement and any other related item(s). Lessee acknowledges its obligation to assure that FAA approval is obtained, 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 of each improvement. The Lessee and its architect/engineer have the responsibility to ensure that the project design shall be in accordance with all applicable laws, codes, regulations, and other requirements of County, State and/or Federal authorities having jurisdiction over the construction of the improvements by law or by contract with the County, including all then current requirements of the County as they relate to the Lessee's construction of non-reimbursable projects under Article 4.14 (Tenant Airport Construction Contracts). The Lessee shall be responsible for obtaining and confirming as-built drawings and information pertaining to the design of the facilities.

(B) Lessee acknowledges that before the County's Building Department may issue any permit for an improvement on County-owned property, the Aviation Department must issue a "Letter of Concurrence" that constitutes the owner's authority for the Lessee to apply for and obtain the building permit. The Lessor 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, including compliance with the TAC-N procedures, submission of approved contract documents as that term is defined in (c)(i) below, and compliance with the regulatory provisions of the County's other departments having jurisdiction over the construction, such as, but not limited to, the Fire Department and the Regulatory and Economic Resources Management.

(C) As described in subsection (1) below, the Lessee shall submit to the Facilities Division of the Department the contract documents for each improvement for the Lessor's review, modifications, and approval. In no event shall the Lessor's review hereunder be unreasonably withheld, conditioned or delayed. The Lessor's failure to submit modifications within fourteen (14) business days from the date the complete contract documents are submitted by the Lessee to the Lessor shall be deemed as a consent by MDAD for Lessee to apply for permits from the appropriate County Departments; provided, however, that if the Lessor has requested changes on such contract documents, Lessee shall not go forward with the project until it has incorporated such changes in its contract documents and resubmitted them to the Lessor for confirmation that the changes in the contract documents have been made.

1. Unless Lessor requires submission of Plans and Specifications at other percentages of their completion, the Lessee shall submit to the Lessor ten (10) sets of the contract documents consisting of: (i) 100% complete plans and specifications; (ii) project schedule based upon calendar days without dates for the design, bid and construction, hereinafter referred to as "Lessee's Project Schedule"; and (iii) cost estimates for the improvements, prepared by an architect/engineer registered in the State of Florida are referenced in this Article 4.03 as the "contract documents". The Lessor may from time-to-time request that other documents be submitted by Lessee as part of the contract documents for a particular improvement, and Lessee shall comply with such request. Lessee acknowledges that failure to comply with Lessee's obligations to submit complete contract documents may delay the Lessor's review of the contract documents, 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 Lessor's remedies specified herein for not meeting said deadlines. The Lessor 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 contract documents to the Lessor for design review; the Lessor shall also review the plans for compliance with the following:

(a) Conformance with the Airport Master Plan (AMP), Comprehensive Master Development Plan (CDMP), and Airport Layout Plan (ALP), and has the approval of the FAA.

(b) Compliance with environmental requirements, utilities master plan, and storm water master plan and permitting requirements.

(c) Compliance of Implementing Order (IO) 8-4 and BCC Resolution (Reso. R-129-22), during the development phase, the Lessee at its sole cost, is required to connect to the existing sanitary sewer system prior to the TCO or CO whichever occurs first.

3. The Lessor shall comment in writing on the contract documents within fourteen (14) calendar days of such submission. All comments by the Lessor shall be incorporated into the contract documents unless Lessee may request reconsideration of any of the Lessor's comments. Such request shall include documentation supporting the Lessee's position. The Lessor shall review the request for reconsideration and shall either approve or disapprove the request or alter its initial comments in light of the reconsideration. The determination of the Lessor at this time shall be final and binding upon the Lessee and accordingly shall be incorporated in the revised plan for final resubmittal. After the Lessor reviews the Plans and Specifications as submitted by the Lessee the Lessee may not make a material change in the Plans and Specification or their scope without the Lessor's further review, which shall not be unreasonably withheld or delayed. The Lessor's review for Lessee's design and compliance with all applicable codes and regulations does not constitute certification or warranty by the Lessor (a) as to the quality of the contract documents prepared by the Lessee's architect/engineer(s), (b) that the contract documents are free of design errors or omissions, or (c) that they are in compliance with applicable laws, codes, rules or regulations of the authorities having jurisdiction over the construction of the improvements. Such review shall not be unreasonably withheld or delayed by the Lessor.

(D) If the Lessee fails to provide the complete contract documents for review to the Lessor or delays the start of the construction by more than 60 calendar days from the agreed upon project schedule, any reviews theretofore provided by the Lessor will become null and void and will require the Lessee's re-submission of the documents for the Lessor's review.

4.04 Development Schedule

Except as otherwise provided for herein, prior to constructing any improvements on or alterations to the Premises (including, but not limited to, the Project), the Lessee, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements, including, but not limited to, a Layout Plan to be incorporated into the Airport Layout Plan or as a separate plan as required by the FAA, (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Lessor and deliver the preliminary Plans to the Lessor for review, comment and adjustment.

County reserves the right, in its sole and absolute discretion, to withhold approval of any improvements within the Premises determined to be a potential hazard to air navigation by the Lessor, County and/or the FAA or which the Lessor, County and/or FAA determines, in their reasonable discretion, would affect the current or future Airport

operations or development as set forth on the FAA-approved Airport Layout Plan or in the TMB Master Plan as of the date hereof or decrease Miami Executive Airport's airfield or airspace capacity.

The parties acknowledge that the Lessee has elected to pursue development of the Premises prior to the establishment of final design standards on airports by governmental agencies with jurisdiction over the Airport, including, but not limited to, the FAA and FDOT. The Lessee acknowledges and agrees that the Lessee shall be responsible, at the Lessee's sole cost and expense, for any required improvements, modifications or alterations required to be made to the Premises to ensure compliance with applicable design standards.

At least ten (10) days prior to commencing construction, Lessee shall comply with the following requirements:

(A) Lessee shall submit the following to the Lessor's Facilities Project Manager, who will be assigned to this Agreement:

1. A copy of the building permit(s);
2. All construction bonds including performance, payment, contract completion bonds or their substitute and Insurance Certificates required under Article 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 its contracts with such parties to the County.

(B) Unless the Lessor directs otherwise, Lessee shall submit the following documents to the Department's Finance Manager:

1. A check made payable to the Lessor in the amount that represents one percent (1%) of the budgeted construction hard costs for reimbursement of Building Department fees pursuant to Article 7.05 together with a copy of the construction contract awarded to the lowest bidder or as negotiated. If the final construction hard costs are higher or lower than the budgeted amount, the difference shall be multiplied by 1% and shall either be paid by the Lessee to the Lessor if the resulting number is a positive amount in accordance with the time frame established under Article 4.10 herein or refunded to the Lessee by the Lessor if the resulting number is negative. Such fee shall be non-refundable. In addition, if Lessee obtains a building permit and allows the permit to expire prior to completion of the improvements then Lessee shall be required to pay an additional one-half of one percent ($\frac{1}{2}$ of 1%) of the budgeted construction hard costs as administrative fees for plans processing reviews required by Building Department staff to issue a building permit. Such fee shall be non-refundable and shall be payable in addition to the 1% fee required pursuant to this Article 4.03(B) (1); and
2. Copy of Lessee Audit pursuant to Article 9.05.

(C) Lessee shall submit a copy of Lessee Financing Documents pursuant to Article 11.04 (B) to the Lessor's Assistant Director Business Retention and Development.

(D) Lessee shall not be authorized to begin construction until the above-listed items have been submitted to the Lessor. If Lessee begins construction prior to submission of the documents and fees in the required form and amounts, satisfactory to the Lessor, as required pursuant to this Article 4, the Lessor shall be authorized to halt the Lessee's construction activities without any liability to the County until such time as Lessee satisfies this requirement. In such event, no extensions of time shall be granted by the Lessor to Lessee. During construction, the Department's Project Manager or a designee will be permitted by Lessee to observe all aspects of the progress of the work.

4.05 Failure to Complete on a Timely Basis:

In the event the Lessee fails to comply with the time requirements for the design and construction of the improvements, as specified in Article 4 (Development and Improvements to Premises), the County in its sole direction shall have the right to:

A. Terminate this Agreement on thirty (30) days' notice in accordance with Article 13 (Termination).

B. Terminate Lessee's rights with respect to the construction of the improvements or portions thereof and thereafter assume the obligations of Lessee under this Article 4 of the Agreement under an assignment by Lessee to Lessor of relevant contracts and permits, and complete the construction of the improvements or portions thereof with the benefit of all bonds and other forms of security provided by Lessee; or

C. Reduce the Term by a period of five years with no option to extend and allow Lessee to complete construction; in the event the County elects this remedy, the Lessee shall be allowed an additional 365 days to achieve DBO of the improvements. In the event Lessee does not achieve DBO within such extended time frame, the County shall have the discretion to terminate the Lease as provided for in (1) and (2) above.

4.06 Construction of Improvements:

Promptly following Lessor's approval of the contract documents in accordance with Article 4 (Development and Improvement to Premises), but not more than one hundred and eighty (180) days thereafter, the Lessee shall finalize and enter into a contract(s) for the construction of the Improvements, in accordance with the terms and conditions of the approved Improvements Documents. The Lessee shall cause the construction of the improvements to be completed within the time period specified in the contract documents, excluding any delays not within Lessee's reasonable control, unless an extension of such period is approved, in writing, by the Department, but notwithstanding any periods of time set forth in the contract documents and except for any extension of time granted by the Lessor, no later than thirty-six (36) months following the Execution Date for the improvements. In no event shall any approval hereunder be unreasonably withheld, conditioned or delayed.

4.07 Construction Completion Documents:

Within thirty (30) 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 Lessor:

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

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

(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 Plans and Specification as well as all permits and applicable governmental requirements.

(E) At least one copy of an as-built survey of the area covered by the Improvement.

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

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

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 Lessor, 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 best 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 10% of contractor billings or such lesser percentage amount as may be approved by the Lessor. All contracts shall provide that the County is a third-party beneficiary thereof.

4.09 Assignment of Contract Documents to Lessor and Assumption of Construction of Improvements by County:

In the event that Lessee fails to perform its material obligations under Article 4 (Improvements to Premises) of this Agreement, and Article 13.03 (Other Defaults), the Lessor may provide Lessee written notice of such default specifying those matters constituting such default. Material obligations shall include, but not be limited to, compliance with the contract documents and compliance with any regulatory requirement. If such default continues for a period of thirty (30) days following Lessee's receipt of the notice or Lessee fails to diligently commence to cure such default within such thirty (30) day period if such default is of a nature that it cannot be cured within thirty (30) days, the Lessor may either terminate this Agreement or else terminate Lessee's rights with respect to the construction of the improvements or portions thereof and thereafter assume the obligations of Lessee under this Article 4 of the Agreement under an assignment by Lessee to Lessor of relevant contracts and permits, and complete the construction of the improvements or portions thereof with the benefit of all bonds and other forms of security provided by Lessee hereunder. Lessor's use of any such bonds or security shall not diminish Lessee's liability to Lessor hereunder for failure to complete the improvements in accordance with Lessee's obligations hereunder.

4.10 Construction Bonds and Insurance Required: Insurance Company Rating:

(A) All contracts for the construction of any improvements shall require that Lessee shall maintain, or cause

to be maintained, the following construction bonding and insurance during the construction of the improvements:

1. Separate performance and payment bonds, satisfactory to the County, in the full amount of the improvements, to assure completion of contract work and payment of the costs thereof, free and clear of all claims, liens and encumbrances of 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 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. In lieu of a contract completion bond, the County may accept substitute documents that provide the Aviation Department with assurance that the Lessee will complete the 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 an "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 MDAD Risk Management Division.

The Lessee shall furnish all required insurance certificates to the County for approval as may be required by the MDAD Risk Management. 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 MDAD Risk Management.

4.11 Final and Approved Improvements Costs:

(A) For purposes of verifying Lessee's expenditure of not less than \$14,750,000.00 million in design and construction costs of the improvements on the Premises, within ninety days of completion of construction of the improvements, the Lessee shall submit to the Finance Division of the Department, a certified audit of the monies actually expended in the design and construction of the improvements, including all infrastructure and utility facilities (collectively in this agreement, unless specifically stated otherwise, the improvements), in accordance with the contract documents described above in Article 4.03 (Design of Improvements), prepared by an independent certified public accounting firm (Auditor) approved in advance by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. The audit report shall provide a detailed list of all expenditures in the design and construction costs of the improvements on the Premises. In accordance with Article 4.02 (The Project) and Article 4.11 (Final and Approved Improvement Costs), eligible costs for such improvements are those costs for project management, any design costs paid by the Lessee which are not attributable to items considered to be non-reimbursable obligations of the Lessee, and construction in accordance with the contract documents and any changes thereto requested by the Lessee and approved by the Lessor, including the costs of required bonds and construction insurance approved improvements costs. The Lessee shall be responsible for providing documentation of the improvements on the Premises, including all construction approval documents signed by an approved architect American Institute of Architects (AIA) and financial documents, whereby the Auditor can validate all costs incurred on the Premises and render an opinion in the audit report. The Lessor's failure to disapprove the audit submitted by Lessee as required in this Article 4.11 within one hundred and twenty (120) days from the date of submission, shall constitute an unconditional approval. In the event of any disputes between the Lessor and the Lessee as to whether certain costs are to be included in approved improvements costs, said dispute(s) shall be submitted to the consulting engineers under the County's Trust Agreement, as defined in Article 19.01 (Incorporation of Trust Agreement by Reference) hereof. The decision of said Consulting Engineers shall be final and binding upon the parties hereto.

(B) Approved improvements costs shall include the actual expenditures as certified under the construction audit for architectural and engineering design, construction, site development, required bonds, construction and liability insurance, construction financing fees and interest, building permit, impact and concurrency fees, and the construction audit, but shall exclude the costs of any other consultant (unless otherwise approved in advance by the County), accountant fees, permanent financing fees or charges, legal fees whether arising out of construction claims or lawsuits or any other matter, interior decorations (other than standard County approved finishes) special finishes, wall tile or other special wall finishes and coverings, construction photographs, special external and internal lighting and signage, and furniture and other personal property of the Lessee. In the event of any questions as to whether certain costs are to be included in the approved improvements costs, the County through its consulting engineers shall make a determination and its decision shall be final.

4.12 Temporary Structures:

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

4.13 Review of Construction:

During the construction of the improvements, the Lessor or its designee shall have the right, but not the obligation, to periodically review the construction and to enter the Premises at reasonable times to inspect the construction for the

purpose of ensuring conformity with the contract documents and any changes thereto requested by the Lessee and approved by the Lessor. Failure of the Lessor to make such review or inspection shall not impose any liability on the Lessor or the County, nor constitute the Lessor's acceptance of the improvement as being in accordance with the contract documents and the Lessee's obligations hereunder.

4.14 Tenant Airport Construction Contracts:

The Lessee and the County shall enter into a separate Tenant Airport Construction, Non-reimbursable (TAC-N) contract for the purpose of enabling Lessee to construct facilities or improvements on the Premises or on the Airport deemed necessary or appropriate for Lessee's use on the Premises. Such contracts shall comply with the Department's TAC-N contract requirements under Article 8.01 (Alterations) and as such requirements may be amended by the Lessor from time to time.

4.15 Standards of Construction; Removal of Improvements at Termination:

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, under Article 4.01(B) (Lessee's Investment), the County may require Lessee to provide a Letter of Credit or alternative form of financing security 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 document 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.

Unless the parties have otherwise agreed, title to all improvements made on or under the Premises by Lessee shall revert to the Lessor at the end of the 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 the Lease, the Lessor shall itself or through its consultant engineers inspect all improvements to determine the soundness of same. No later than 25 years and six months from the Execution date 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 lease. Lessor may require demolition of any or all improvements.

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:

(A) Lessee shall repair and maintain in good condition the Premises and improvements and alterations thereto, except for those items for which the Lessor is responsible pursuant to Article 6 (Maintenance by Lessor). Such repair and maintenance by the Lessee shall include but not be limited to, the maintenance and repair of the interior walls, interior paint, overhead and personnel doors, hangar doors, windows, 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 shall repair 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.

(B) Except as provided in Article 6.01, in no event shall the Lessor be responsible or liable for any maintenance or repair of any improvement, fixture, equipment, structure, facility, alteration, or addition thereto on the Premises.

(C) 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 the approval of the Lessor pursuant to Article 8.01 (Alteration of Premises and Erection Signs), and to quit and surrender up the Premises in the same good order and condition as it was at the Execution date of this Agreement and upon 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 Article 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. The Lessee shall obtain permission for excavation required for construction pursuant to Article 4 (Development and Improvements to Premises).

5.05 Water and Sewerage System:

Pursuant to Implementing Order (IO) 8-4 and BCC Resolution (Reso. R-129-22), during the development phase, the Lessee at its sole cost, is required to connect to the existing sanitary sewer system prior to the TCO or CO whichever occurs first.

Once connected, the Lessee shall operate and maintain, at its sole cost and expense, all the components of the water and sanitary systems within the boundaries of the Premises. The Lessee shall not make any alterations or modifications to these facilities without the advance written approval of the Lessor.

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, rules and regulations.

5.07 Grassed Areas and Shrubbery:

The Lessee shall mow the grassed areas and trim the shrubbery on the leasehold regularly so as to maintain the Premises in a neat, orderly and attractive condition. Any land areas 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 by aircraft 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, 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 required of it, identified in such inspection(s) within 30 days of receipt of written notice from the Lessor; 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 pursue the same to completion. Failure to complete the corrective work as provided above, may result in the Lessor instituting the remedies set forth in Article 5.09 or may constitute a default pursuant to Article 13. 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 it is determined by the Lessor that the Lessee has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by this Article 5 (Maintenance and Repairs by Lessee), the Lessor shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed, the Lessor, in addition to its right to terminate upon the giving of notice pursuant to section 13.03, shall provide notice of intent to perform repairs or cleanup and may enter upon the Premises 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 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. Subsequent to receipt of the further notice of intent to perform repairs or cleanup from the Lessor, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Lessor.

5.10 Building Recertification 30/40/50 Year:

The Lessor shall be responsible for performing any 40/50-year recertifications as required by law. The Lessee shall perform the 30-year recertification.

ARTICLE 6

Maintenance by Lessor

6.01 Lessor Maintenance:

The Lessor shall maintain the existing water and storm water drainage facilities that lie outside the boundaries of the Premises.

6.02 Lessor's Limited Obligation for Other Maintenance:

Lessor shall have no obligation for maintenance or repair of any additional development facility, building, improvement, or ground areas within the Premises.

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 Article 6.04 below.

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 Lessor, 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 6.01(Lessor Maintenance). The County shall exercise reasonable diligence to remedy and/or cure any such interruptions; to the extent such interruptions are within the County's control.

ARTICLE 7 Regulations, Licenses and Permits

7.01 Rules and Regulations:

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, Administrative Orders, 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 Federal, State and County environmental laws hazardous waste and materials and natural resources laws, local labor and wage requirements, regulations and permits.

The Lessee further agrees that the substance of this entire Article 7, inclusive of all sub-articles contained herein, shall be included in every sublease, contract, and other agreement, which the Lessee may enter into related to its operations and activities under this Agreement and that any such sublease, contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third-party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments,

subletting, or subcontracting. This provision as to Lessee's liability hereunder shall survive the expiration or early termination of this Agreement.

The Lessee acknowledges that there are burrowing owls at TMB. There may be burrowing owls located on the leased premises as of the Effective Date. The Lessor shall mark the known location of the owls prior to the Lessee's use of the leased premises and the Lessee shall not disturb the owls' habitat(s) in the airport including those on the leased premises.

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, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees or invitees, have, during the term of this Agreement or any extension hereof or any holdover period of occupancy of the Premises by the Lessee, violated any law, ordinance, regulation, rule or directive described in Sub-Article 7.01 (Rules and Regulations) above or any plan or program developed in compliance therewith. This provision as to the 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 it 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 Lessor evidence that it has obtained the Certificate of Use and Occupancy and, as applicable, the appropriate operating Waste Permit(s). Upon written request of the Lessor, the Lessee shall provide to the Lessor copies of any permits and licenses, approvals and applications therefore, which the Lessor may request.

7.04 Penalties, Assessments and Fines.

The Lessee agrees to pay on behalf of the Lessor any penalty, assessment or fine issued against the Lessor, or to defend in the name of the Lessor any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees, invitees, or trespassers have violated any law, ordinance, regulation, rule or directive described in Article 7.01 (Rules and Regulations) above or any plan or program developed in compliance therewith.

7.05 Compliance with Responsible Wages and Benefits for County Construction Contracts (Implementing

Order #3-24):

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

7.06 Other Programs:

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

7.07 Art in Public Places:

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

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

ARTICLE 8
Alteration of Premises and Erection of Signs

8.01 Alterations:

The Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Lessor. In the event the Lessee is given approval to make any alterations to the Premises, the Lessee shall fully comply with the terms and conditions of the approval document, the applicable Tenant Airport Construction (TAC) requirements (Exhibit Y), as may be amended from time to time, of the Department's TAC Program in effect (inclusive of all applicable County programs), Article 7 (Regulations, Licenses and Permits), and EQCB Board Order 18-16 dated

May 10th, 2018 (Exhibit B). Such programs may include, but shall not be limited to: (i) the County's Community Business Enterprise (CBE) Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code; (ii) the Community Small Business Enterprise (CSBE) Program for construction activities under Section 10-33.02 of Miami-Dade County's Code; (iii) the Living Wage Ordinance under Section 2-8.9 of Miami-Dade County's Code; (iv) the Art in Public Places (AIPP) Program under Section 2-11.15 of Miami-Dade County's Code; (v) the Responsible Wages Ordinance under Section 2-11.16 of Miami-Dade County's Code; (vi) Residents First Training and Employment Program under Section 2-17 of Miami-Dade County's Code; (vi) Employ Miami-Dade under Administrative Order (AO) IO 3-63; and any other program of the County applicable to the Lessee's alteration activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time.

The Lessee shall comply with such applicable provisions as well as any Administrative and/or Implementing Orders and other directives issued by the County relating to such programs. The Lessee's failure to do so shall constitute a default pursuant to Article 13.03 (Other Defaults) hereof. The Lessee shall be responsible for the removal of installed wiring and/or piping, equipment, and/or furnishings, and/or other personal property at the expiration or termination of this agreement as may be required by the Lessor.

8.02 Removal of Alterations:

Any alterations pursuant to Article 8.01 (Alterations of Premises and Erection of Signs) above constructed or installed by the Lessee at its sole expense, including signage and telecommunications equipment, that can be removed from the premises and improvements without materially damaging, altering, or altering the use of the premises and improvements shall be considered the personal property of the Lessee and may be removed and or replaced by the Lessee in accordance with the TAC requirements at any time during the term. All other improvements shall become a part of the Premises and Improvements 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. The Lessee hereby reserves the right to remove any item of a non-leased nature, 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 of the Lessor. In the event the Lessor changes the graphics system for the identification of lessees at the Airport, the Lessee agrees, if required by the Lessor, 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 Agreement, the following additional definitions apply:

(A) "Baseline Environmental Conditions" means the presence or release of Hazardous Materials, at, on, under, or from the Premises prior to Lessee's Occupancy Date, the presence or release of which was not caused by the Lessee or the Lessee's agents, employees, contractors, invitees or trespassers. As of the date of this agreement, it shall be presumed that the Baseline Environmental Conditions consist of the conditions identified in any existing Miami-Dade County maintained records, including contamination assessment reports and any other technical reports, data bases, remedial action plans, or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Execution Date that comes to be located on the Premises and not caused by the County, the Lessee or the Lessee's agents, employees, contractors, invitees or trespassers.

(B) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable environmental requirement, against Lessee with respect to its operations at Miami Executive Airport or against or with respect to its operations at Miami Executive Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such action against County), and any claim at any time threatened or made by any person against Lessee with respect to its operations at Miami Executive Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any applicable environmental requirement.

(C) "Environmental Law" means any applicable federal, state or local law, statute, ordinance, code, rule, or regulation, or license, authorization, decision, order, injunction, or decree, any of which may be issued by a judicial or regulatory body of competent jurisdiction, or rule of common law including, without limitation, actions in nuisance or trespass, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act 42 U.S.C. § 7401 *et seq.*; the Toxic Materials Control Act 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

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

any adjacent Premises or a hazard to the environment or to the health or safety of persons on the Premises or Other Airport Property.

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

(G) "Occupancy Date" means the date the Lessee first entered, occupied or took possession of the Premises under any written or verbal agreement.

(H) "On" or "in" when used with respect to the Premises or any premises adjacent to the Premises, means "on, in, under, above or about."

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

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

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

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

(M) "Trespassers" means third parties who have entered the Premises and whose actions while on the Premises have resulted in Release of Hazardous Materials directly onto the Premises. 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:

The Lessee agrees that the Premises shall be leased and delivered to the Lessee in its current "as-is/with all faults" condition. The Lessee hereby, warrants, covenants, agrees, and acknowledges that:

(A) Hazardous Materials may be present on the Premises and Other Airport Property.

(B) Under Article 9.05 (Lessee Audit) below, the Lessee is provided the opportunity to conduct an independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. The Lessee's report on the investigation, if any such report shall be prepared shall be provided to the County. Whether the Lessee conducts such an investigation or not, the Lessee is willing to proceed with this Agreement notwithstanding the environmental conditions of the premises of the properties

surrounding the premises, subject to the Lessee's right to terminate this Agreement as otherwise provided herein.

(C) Because of the possible presence of environmental contaminants on the Premises or other Airport property, 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 appurtenant thereto, including, without limitation, the suitability or usability of any building materials, building systems, soils or groundwater conditions (due to the presence of Hazardous Materials in, on, under, or about the Premises or other Airport property), for the Lessee's proposed or intended use, and the Lessee has relied solely on the Lessee's own inspection and examination of such matters.

(D) The Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the Execution Date of this Agreement may affect the suitability or usability of the Premises for Lessee's proposed or intended use. Lessee agrees that, except for any other discharge, disposal or release of Hazardous Materials or violation of Environmental Requirements, caused by County, its agents, employees or contractors, County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises. Notwithstanding the foregoing, in no event shall the County be liable to the Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost (other than a cost for which the County is liable under this Article 9) resulting from the presence of Hazardous Materials on the Premises at any time during this Agreement.

9.03 Responsibilities for Hazardous Materials:

The Lessee agrees that Premises is being leased in its current "as-is/with all faults" condition in its entirety" and Lessor has no financial obligation or responsibility to offset any environmental remediation required to allow construction on site. Further, Lessee acknowledges that there may be drainage issues on site that Lessee will remediate at their own expense. Lessee hereby warrants, covenants, agrees and acknowledges that:

(A) Hazardous Materials may be present on the Premises and Other Airport Property.

(B) Under Article 9.05 below, Lessee is provided the opportunity to conduct an independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. Whether Lessee has conducted such an investigation or not, Lessee is willing to proceed with this Agreement notwithstanding the environmental conditions of the premises or the properties surrounding the premises, subject to Lessee's right to terminate this Agreement as otherwise provided herein.

(C) Because of the possible presence of environmental contaminants on the Premises or other Airport property, County has made no express, implied, or other representations of any kind with respect to the suitability or usability of the Premises or other Airport Property, or any improvements appurtenant thereto, including, without limitation, the suitability or usability of any building materials, building systems, soils or groundwater conditions (due to the presence of Hazardous Materials in, on, under, or about the Premises or other Airport property), for Lessee's proposed or intended use, and Lessee has relied solely on Lessee's own inspection and examination of such matters.

(D) Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the Execution of this Agreement may affect the suitability or usability of the Premises for

Lessee's proposed or intended use. Lessee agrees, County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises. Notwithstanding the foregoing, in no event shall County be liable to Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost resulting from the presence of Hazardous Materials on the Premises at any time during this Agreement.

(E) Lessee accepts Premises "as is" and will be responsible for any and all costs associated with remediation efforts.

9.04 Intentionally omitted

9.05 Lessee Audit:

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

9.06 Environmental Maintenance of Premises:

The 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:

The Lessee shall submit a complete list of all Hazardous Materials which the Lessee currently intends to use on the Premises, during the term of the Agreement, which have been approved by the County, and the use, storage and transportation of which on or about the Premises shall not be subject to County's approval or objections. The Lessee shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Premises or Other Airport Property without first providing the County thirty (30) days written notice prior to bringing such Hazardous Material upon the premises. To the extent certain Hazardous Materials are needed to be used by the Lessee on a non-routine basis, such as for emergency repairs, the Lessee may provide such notice within twenty-four (24) hours of bringing such Hazardous Material upon the premises. Notwithstanding the foregoing, County may object to the use of any previously-approved Hazardous Material should County reasonably determine that the continued use of the

Hazardous Material by the Lessee presents a material increased risk of site contamination, damage or injury to persons, Premises, resources on or near the Premises of Other Airport Property, or noncompliance due to a change in regulation of such Hazardous Material under applicable Environmental Law. Upon County's objection, the Lessee shall immediately remove the Hazardous Material from the site. This Article 9.07 shall not apply to Hazardous Materials which are not used, generated, treated or disposed of by the Lessee but which are otherwise transported by the Lessee solely in the course of the Lessee's business, such as cargo, and for which Lessee has no knowledge as to the identity of such hazardous materials prior to such transport. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases; to comply with applicable Environmental Law and/or Environmental Requirements relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. The Lessee shall promptly and completely answer periodic questionnaires from the County concerning the 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 the County under this Agreement, and subject to the requirements set forth in Article 9.08(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether the Lessee has complied with the applicable environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of the 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 the Lessee in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. MDAD shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.

(B) Such inspections may include, but are not limited to, entering the Premises or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. The Lessee shall have the right to collect split samples of any samples collected by MDAD. MDAD shall not be limited in the number of such inspections during the term of this Agreement. MDAD will conduct such inspections during Lessee's normal business hours, however MDAD may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide the Lessee with reasonable notice (not less than twenty-four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. Based on the results of such inspections, should MDAD reasonably determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, the Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of MDAD and any regulatory authorities related to the results of such inspections. The right granted to MDAD herein to inspect the Premises shall not create a duty on MDAD's part to inspect the Premises, nor liability of MDAD for the Lessee's use, storage, or disposal of Hazardous Materials, it being understood that the Lessee shall be solely responsible for all liability in connection therewith. MDAD shall

provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. The 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 lawful jurisdiction to enable the Lessee to conduct its obligations under this Agreement. Upon written request, the Lessee shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to the Lessee under applicable Environmental Requirements, as they pertain to the Lessee's operations on or use of the Premises or Other Airport Property.

9.10 Notice of Discharge to County:

(A) In the event of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Material on the Premises or Other Airport Property in connection with the Lessee's operation thereon; or (ii) any written Environmental Claim affecting the Lessee from any person or entity resulting from the Lessee's use of the Premises or Other Airport Property, then the Lessee shall immediately notify the County orally within twenty-four (24) hours and in writing within three (3) business days of said notice. If the County is reasonably satisfied that the 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 the Lessee is unable to resolve such action in a manner which results in no liability on the part of the County, all reasonable costs and expenses incurred by the County shall be deemed additional rent due the County under this Agreement and shall be payable by the Lessee upon demand.

(B) With regard to any reporting obligation arising out of the 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 sixty (60) days of execution of this Agreement, the 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 the Lessee's emergency response coordinator and the Lessee's emergency response contractor.

9.11 Reports to County:

For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise

been present on or in the Premises, (or on or in other Airport property for purposes related to the Lessee's operations on the Premises), the Lessee shall provide County with a written report listing: the Hazardous Materials which were present on the Premises or other Airport property; all releases of Hazardous Material that occurred or were discovered on the Premises or other Airport property and which were required to be reported to regulatory authorities under applicable Environmental Laws; all enforcement actions related to such Hazardous Materials, including all, consent agreements or other non-privileged documents relating to such enforcement actions during that time period. In addition, the Lessee shall provide the County with copies of any reports filed in accordance with the Emergency Planning and Community Right to Know Act (EPCRA) and shall make available for review upon request by the County copies of all manifests for hazardous wastes generated from operations on the Premises. The Lessee shall provide the report required under this section to the County by 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 "Environmental Audit Exhibit E") by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned. Alternatively, if the Aviation Department approves, which approval shall not be unreasonably withheld, delayed, or conditioned, such Environmental Audit may be conducted by Lessee's personnel but in either case Lessee shall provide County with a copy or summary of its report of its annual Environmental Audit, which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" which shall include in its scope the items listed in Exhibit E hereto or other recognized format approved by County. If the Environmental Audit indicates any unresolved violation of any applicable Environmental Law and/or Environmental Requirements, Lessee shall, at the request of County, provide a detailed review of the status of any such violation within thirty (30) days of the County's request.

9.13 Remediation of Hazardous Material Releases:

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

and Lessee shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any remedial activities undertaken by Lessee shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term or short-term effect on the Premises, or other adjoining property owned by County.

(B) To assist the Aviation Department in responding to Hazardous Materials spills in or Airport property reasonably close to the Premises used by Lessee, Lessee shall make Lessee's remediation equipment and personnel available for such emergency remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to respond to the Hazardous Material spill at issue. If Lessee is directed to perform any remedial work under this Article 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 remedial work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable laws. Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in accordance with the law.

(C) In the event Lessee fails to perform its obligations in Article 9.13(A) above, and without waiving its rights hereunder, County may, at its option, perform such remedial work as described in Article 9.13(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 remedial activities.

(D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 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 payment.

(E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, the 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. The 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. The 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.

(F) In addition to the County's right to perform such remedial work and thereafter seek reimbursement from Lessee, County shall have the right to immediately terminate this Agreement should Lessee fail to 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.

9.14 Indemnity:

The Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to the County's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or Other Airport Property and caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises or Other Airport Property; (d) damages for the loss or restriction on use of the Premises or Other Airport Property; (e) sums paid in settlement of claims; (f) reasonable attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment, but shall not extend to such claims, payment, diminution, damages, sums, fees or costs to the extent caused (i) solely by an act of God or (ii) by the negligent or willful misconduct of the County, its officers, employees, contractors or agents. For any legal proceedings or actions initiated in connection with the Hazardous Materials Release, County shall have the right at its expense but not the obligation to join and participate in such proceedings or actions in which the County is a named party, and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Article 9.14 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this paragraph or for which the Lessee has indemnified the 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 the Lessee's successors and assignees and inure to the benefit of the County's successors and assignees.

(A) This indemnity specifically includes the direct obligation of Lessee to perform at its sole cost and expense, any remedial or other activities required or ordered by court or agency having competent jurisdiction over the subject matter, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of Hazardous Materials.

(B) Lessee agrees, in order to minimize its obligations in this regard, to use best efforts to assist MDAD in responding to Hazardous Materials releases as more fully described in section 9.13.

9.15 Dispute Resolution:

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. 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:

The Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever

discharges the County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises, including, without limitation, any Hazardous Material, in at, on, under or related to the Premises, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 9.16 shall not constitute a waiver or release of any obligation of the County under this Article 9. 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:

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

9.18 Surrender of Premises:

The Lessee shall surrender the Premises used by the Lessee to the County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, invitees or Trespassers, or otherwise discharged on the Premises or Other Airport Property for which Lessee is responsible during the term of this Agreement. The Premises shall be surrendered in a condition that complies with all applicable Environmental Requirements, and such other reasonable environmental requirements as may be imposed by County.

9.19 Breach:

Any breach by the Lessee of any provision of this Article 9, after notice and a reasonable opportunity for the Lessee to cure, shall constitute a default of the Agreement and shall entitle the 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 arising out of, relating to or resulting from the performance of and under this Agreement by the Lessee or its employees, agents, servants, partners, principals, subcontractors, or trespassers. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the 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:

Except as provided in Article 11.03 (Subletting), 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 Aviation Department. The Lessee may make a collateral assignment to a Lender or sell the stock of the business without prior approval of the Lessor. Lessee may also sell substantially all of its assets without prior approval of the Lessor, 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 Lessor's requirements set forth in Article 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 Lessor, such provisions must be approved by the Lessor; however, such provisions shall not be unreasonably withheld 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 deemed by MDAD to be reputable and credit worthy meeting the Lessor requirements stated under Article 11.04 (D) (5) (Transfer To A "Transferee" or "Successor Lessee").

11.02 Assignment or Transfer Fee:

Transfer or Assignment Fee shall be two percent (2%) of gross consideration received by Lessee for any assignment that occurs during the first six (6) years of the Lease Term for all or any portion of the Premises; provided however, such Transfer or Assignment Fee shall not be assessed on transfers, subleases, or assignments to Affiliates of Lessee, or to Lessee's financing parties. For the purposes of this Lease, the term "Affiliate" means a business entity in which Lessee maintains a majority ownership (51%) or exercises 100% control. Upon the 6th anniversary of the Lease Execution Date, the Transfer or Assignment Fee shall no longer be in effect and Lessee shall pay Improvement Rent in accordance with Article 3 (Rentals and Payments).

11.03 Subletting:

The Lessee shall submit any subleases to the Lessor for approval, which shall not be unreasonably withheld. Any objection by the Lessor must be forwarded to the Lessee within 90 days of receipt of the sublease by the Department's Assistant Director for Business Management. Agreements between the Lessee and the owners or operators of aircraft who have tie down or hangar agreements that include office or shop space within the Lessee's facility where the tie down or hangar operation is located shall not be considered subleases for the purposes of this Article 11.03 (Subletting). Subleases shall be subject to the provisions of any applicable BCC Resolutions and Ordinances, as may be 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.

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 in payment of concession fees 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.

11.04 Conditions of Financing for Approved Improvement Costs:

(A) Financing of Improvements:

Lessee may secure private financing to provide funds required for the construction of the Improvements. No mortgage or other encumbrance the Lessee executes in connection with that financing (a "Leasehold Mortgage") will extend to or be a lien or encumbrance upon Lessor's interest in any part of the Premises or in any right appurtenant to that interest. Moreover, any third-party mortgage shall be subordinate to the interest of the Lessor (Conditions of Financing for Approved Improvement Costs), and all proceeds received from the mortgage loan shall be reinvested into the property.

(B) Lessor Approval of Financing Documents:

The Lessor reserves the right to approve the documents memorialising any financing that the Lessee secures on the authority of Article 11.04 (Conditions of Financing for Approved Improvement Costs), which approval shall not be unreasonably withheld. The Lessee must submit for the Lessor's review and approval drafts of the financing documents in advance of the Lessee's execution of those documents or documentation verifying the Lessee's ability to self-finance the Improvements.

(C) Recording of Leasehold Mortgage:

Following the Lessee's execution of a Leasehold Mortgage, if applicable, Lessee shall furnish the Lessor (i) a duplicate original of the Leasehold Mortgage or a photocopy 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 of the mortgagees or secured party (the "Leasehold Mortgagee") in whose favour Lessee executed the Leasehold Mortgage.

(D) Conditions Of Leasehold Mortgage:

Following the delivery of the documents in 11.04 (C) (Recording of Leasehold Mortgage) and continuing until the Leasehold Mortgagee releases the Leasehold Mortgage of record, the following provisions will apply:

1. **LESSOR TO GIVE NOTICE OF DEFAULT:** At the time that the Lessor gives the Lessee written notice of the occurrence of any default in respect of the performance of the 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 of notices in Article 20.07 (Notices) at the address for the Leasehold Mortgagee provided to the Lessor. No notice of default to the Lessee will be effective until the Lessor delivers the notice required by this Article 11.04(D) (1).

2. **LEASEHOLD 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 (a) any time period specifically set forth in Article 13 (Termination) of the Lease for a cure of a particular default, or (b) if no such time period is set forth, then within 30 days after the date of the delivery of the notice required by virtue of Article 11.04(D)(1) above, or if a cure is not reasonably possible within such 30 day 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 Mortgagee has provided for a cure within the times permitted by Article 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 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 Article 11.04(D)(3) above, the Leasehold Mortgagee must request the Lessor to execute and deliver a new lease for the Premises in favour of a successor Lessee meeting the criteria of Article 11.04(D)(5) (a Transfer to a "Transferee" or "Successor Lessee"). That 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 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 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 nominee affiliated with the Leasehold Mortgagee (herein a "nominee"), 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 Article 11.01 (Assignment and Transfer) above. 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 Article 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 would have been acceptable to the Lessor for the Premises in the reasonable exercise of the Lessor's judgment considering the successors 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 Article 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 and Improvements, 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 personal 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 limitation 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 (Terms and Premises), 3 (Rentals and Payments), 4 (Development and Improvements to Premises), 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 Article 13.06 (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, Lessor, 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 a complete architectural unit. 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 Lessee 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 with 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 the 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. 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, and (iv) the specific nature of any defense 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.

(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. 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 the Lessee and ending on the first to occur of the date of substantial completion of the Project as evidenced by a certificate of occupancy or the date the Lessee commences using the Premises (or any part thereof) for the conduct of its business (other than construction), the Lessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Two Million Dollars (\$2,000,000) 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 Project as evidenced by a certificate of occupancy or the date the Lessee commences using the Premises (or any part thereof) for the conduct of its business (other than construction), the 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, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability.

(B) Automobile Liability Insurance:

The Lessee shall maintain Business Automobile Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence for owned, non-owned and hired automobiles. If the 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 Tenant has no owned automobiles, Tenant 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) Hangar keeper's Legal Liability:

Tenant shall maintain Hangar keeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of Tenant (when such aircraft are not in flight), in an amount not less than Ten Million Dollars (\$10,000,000) any one aircraft and Twenty Million Dollars (\$20,000,000) any one occurrence.

(D) Pollution and Remediation Legal Liability Insurance:

To the extent required under Article 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.

(E) Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability.

If Tenant shall locate, upon the Premises, any storage tank subject to regulation or registration by the Florida Department of Environmental Protection, then Tenant 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), Tenant shall provide a copy of Tenant'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 Tenant's financial condition.

(F) Workers Compensation:

As required by Chapter 440, Florida Statutes.

(G) 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 governing 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.

(H) 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 rental, 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 MDAD's Risk Management Office.

12.02 Insurance Certificates Required:

Prior to the commencement of operations hereunder and annually thereafter, the Lessee shall furnish or cause to be furnished certificates of insurance to the Lessor 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; and

(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 prior to allowing vehicles on to the Premises; Hangar keeper's Legal Liability and Workers' Compensation insurance on or before the Date of Beneficial Occupancy.

(F) Storage Tank Third-Party Liability/Environmental Impairment Liability insurance, if applicable to Tenant's operations, on or before the Date of Beneficial Occupancy. 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 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 Lessor 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 Lessor.

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 Termination

13.01 Payment Defaults:

Failure of the Lessee to make all payments of rentals, fees, charges, or expenses required to be paid herein when due, including remediation expenses incurred by the County under section 9.13, shall constitute a default, and the

Lessor may, at its option, terminate this Agreement after five (5) business days' notice in writing to the Lessee, unless the default is cured within the notice period.

13.02 Insurance Defaults:

The Lessor shall have the right, upon 15 calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 12 (Insurance) hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice or grace period.

13.03 Other Defaults:

The Lessor shall have the right, upon thirty (30) calendar days written notice to the Lessee, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or, if correction cannot reasonably be completed within such 30-day period, the Lessee has commenced corrective steps within such 30-day period and diligently pursues same to completion:

(A) Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees, charges, or other expenses when due, and the covenants to provide required evidence of insurance coverage. This shall also include development schedule as indicated in Article 4 "Development and Improvements to Premises".

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein by the Lessee.

13.04 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, on three (3) occasions regardless of whether the Lessee has cured each individual condition of breach or default as provided above, the Lessee shall be determined by MDAD to be an "habitual violator". At the time that such determination is made, the Lessor 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) 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 Sub-Article 13.06 (Actions at Termination) hereof.

13.05 Termination by Abandonment:

Abandonment, as used herein, is defined as voluntary vacating the premises with the intention of not returning. This Agreement shall be automatically terminated upon the abandonment by the Lessee of Premises or voluntary discontinuance of operations at the Airport for any period of time exceeding fifteen (15) consecutive calendar days without having provided notice of such discontinuation to the County and receiving approval from the County, which approval will not be unreasonably withheld, unless such abandonment or discontinuance has been caused by casualty or governmental order that prevent the lessee's use of the Premises for the purposes authorized in Article 2.02 (Use of Premises) hereof. Such termination shall not relieve the Lessee of its rental payment obligation for the remaining term of the agreement, nor does it constitute a waiver by the Lessor of its rights to recover damages for rental payments for the remaining term of the agreement and loss of future rentals.

13.06 Actions at Termination:

(A) The Lessee shall vacate, quit, surrender up and deliver the Premises to the Lessor on or before the termination date of this Agreement, whether by lapse of time or otherwise. If title of the Improvements on the Premises are in the name of the Lessee at the time of Termination, and if directed by the Lessor, the Lessee shall demolish all 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 5 (Maintenance and Repairs by Lessee) herein with all repairs for which the Lessee is responsible shall be completed prior to surrender and shall execute appropriate documents confirming that title to such Improvements in Lessee's name has been transferred to Lessor. 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; provided, however, that if immediate termination occurs under Article 13.04 (Habitual Default), Lessee shall be allowed up to five calendar days from the receipt of notice of termination to remove such personal property.

(B) If, at or after the time of termination, the Lessor advises the Lessee that it has reason to believe that any hazardous substance or environmental contaminant has been released within the Premises or into the ground under the Premises, then the Lessee at its expense shall retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. 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 Federal, State or County laws, regulations or codes.

(C) In the event of termination for default, 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 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.

13.07 Lien Upon Personal Property:

In the event of termination for default, the Lessor shall have a lien upon all personal property of the Lessee located at Premises to secure the payment of any unpaid rentals, fees and charges accruing under the terms of this Agreement.

13.08 Right to Show Premises:

At any time within six 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 Article 13 (Termination), the Lessor shall have the right to enter on the Premises for the purposes of showing the Premises to prospective lessee or users during regular business hours.

13.09 County Defaults:

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

13.10 Other Terminations:

This Agreement shall be subject to termination by the Lessor or the Lessee in the event of any one or more of the following:

(A) The permanent abandonment of the Airport.

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

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days. In the event of termination for such reason, Lessee's exclusive remedy shall be termination or reinstatement of this lease by the County, at its sole discretion, for a period of time equal to the number of days that the injunction was in effect in excess of said ninety (90) days.

ARTICLE 14
Special Conditions

14.01 Quality of Services:

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

14.02 Nondiscriminatory Prices:

Pursuant to FAA grant assurance obligations, the County is required to inform Lessee that, 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 agrees that it will include in all contracts and subcontracts with its TMB contractors, subcontractors, service providers and suppliers an obligation by such parties to comply with all grant assurance obligations.

14.03 County's Obligations:

The Lessee, in recognition of the County's obligation to ensure that users of the Airport charge fair, reasonable, customary and not unjustly discriminatory prices, pursuant to Section 22 of Part V of the Federal Aviation Administration's standard grant assurances, to enforce the provisions of Articles 14.01 (Quality of Services) and 14.02 (Nondiscriminatory Prices) above, agrees that the 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 determine that the Lessee is not in compliance with the provisions of Articles 14.01 (Quality of Services) or 14.02 (Nondiscriminatory Prices) above, then the provisions of sections 13.03 and 13.04 shall apply

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 property is used by the airport sponsor 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 airport sponsor or any transferee retains ownership or possession of the property.

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 Proficient (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §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 Sub-Articles 15.01 (Employment Discrimination) and Sub-Article 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 Sub-Article 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 books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the 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 Sub-Article 15.02 (Equal Employment Opportunity and Sub-Article 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 (hereinafter referred to as the "Lessee") 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 Sub-Article 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 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 2.

(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 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(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:

Withholding payments to the Lessee under the Lease until the Lessee complies; and/or
Cancelling, terminating, or suspending a Lease, in whole or in part.

(F) Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six 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, 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 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:

(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 Sub-Article 16.02, and (iii) control of access to the Airport Operations Area (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 that are reasonably necessary for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee's Premises, to the AOA/SIDA. All such security measures by the Lessee shall be in accordance with 49 CFR Part 1542 and the Airport Security Plan.

16.02 Security Identification Display Areas Access - Identification Badges:

The Lessee shall be responsible for (i) assuring that all of Lessee's employees, and all employees and persons of entities accessing the AOA/SIDA through the Premises on behalf of Lessee (collectively herein, the "SIDA Users"), have appropriate SIDA Identification Badges and comply with all federal and Lessor security requirements applicable to the Premises and 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 Lessor, before an ID badge is issued. The Lessee shall pay, or cause to be paid, to the Lessor any fines or penalties imposed on Lessor for a violation of the security requirements set forth herein, as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Lessor in accordance with this Article. The Lessor shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of ID badges, which data may include the fingerprinting of employee applicants for the badges.

16.03 AOA - Driver Training:

MDAD may, from time to time, issue regulations or procedures governing driving in the AOA, which regulations or procedures shall be a material component of this Agreement.

16.04 Alcohol and Drug Testing:

The Lessee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended (the "Act"), has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Lessee acknowledges that the Lessor, on behalf of the County, has the right to require users of the Airport (Lessee, Permittees, Licensees, etc.) to establish reasonable programs to further the achievement of the objectives described herein. Accordingly, the Lessee shall establish programs (1) for pre-employment alcohol and drug screening for all candidates for employment at the Airport who, will as a part of their duties, be present on the AOA operate a motor vehicle of any type on the AOA, or operate any equipment, motorized or not, on the AOA and (2) for the same or similar screening based upon a reasonable suspicion that an employee, while on duty on the AOA, may be under the influence of alcohol or drugs. Notwithstanding the above, the Lessee specifically acknowledges that the County, acting through the Lessor, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

16.05 Drug-Free Workplace Default:

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

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

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

16.06 Special Programs:

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

16.07 Vehicle Permit and Company Identification:

Motor vehicles and equipment of the Lessee operating on the AOA must have an official motor vehicle identification permit issued pursuant to the Miami-Dade County Code. In addition, company identification must be conspicuously displayed thereon.

16.08 Federal Agencies Right to Consent:

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

16.09 AOA - Right to Search:

(A) The Lessee agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA.

(B) It is further agreed that the Lessor has the right to prohibit an individual, agent or employee of the Lessee from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD's or the TSA/Federal agencies' SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the 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 TMB contractors, subcontractors, service providers and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Lessee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the Federal government upon Lessee's contractors, subcontractors, service providers, suppliers and their individual employees for a violation of applicable security provisions, Lessee shall be responsible to the County for all such violations and shall indemnify and hold County harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

16.12 Right of Flight:

There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the premises herein leased. 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 Miami Executive 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 leased premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and with the Code of Miami-Dade County, whichever is more restrictive. 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 the Vertiports to 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 Project or to modify Miami Executive Airport'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 Reserved

17.03 Lessee's Responsibility for Employee Violations:

In the event the Lessee is in default of the covenants in Sub-Articles 17.01 (Control of Employees) and 17.03 (Lessee's Responsibility for Employee Violations) for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Lessor shall have the right to require the Lessee to conduct an investigation into any claimed violation of the covenants; if such investigation substantiates a violation, Lessee agrees to administer appropriate discipline up to and including discharge of the offending employee. Lessee acknowledges that notwithstanding any such disciplinary action taken by Lessee, County shall have the right to revoke or suspend the ID badge of any such employee in the manner set forth in Sub-Article 16.02 (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 Sub-Article 18.03, County shall effect any initial service of process upon Lessee through such Registered Office/Agent in compliance with applicable rules of civil procedure pertaining to the court in which the action is brought and Lessee shall effect any initial service of process upon County in the manner provided by state or federal law applicable to the court in which the action is brought. If Lessee has failed to comply with such obligation, then the County and the Lessee agree to waive the foregoing procedure for initial service of process and agree to submit themselves to the jurisdiction of the court in which the action has been filed whenever service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (a) the party indicated in Sub-Article 20.07 (Notices) on behalf of the County and (b) with a copy to the County Attorney, Aviation Division, P.O. Box, P.O. Box 025504, Miami, FL 33102-5504.

(B) Upon the Lessee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Sub-Article 20.07 (Notices) on behalf of the 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 Article 18.02 (Notice of Commencement of Civil Action), and in addition thereto, the Lessee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.0501, Florida Statutes. If the Lessee is a natural person, 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, 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 Lessor 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 Lessor to the Lessee.

19.03. Modifications Caused by DOT Order.

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

ARTICLE 20 Other Provisions

20.01 No Representation:

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

20.02 Headings:

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

20.03 Interference:

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

20.04 Authorized Uses Only:

The Lessee shall not use or permit the use of the 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:

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 025504
Miami, Florida 33102-5504

Finance Manager
Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida, 33102-5504

As to the Lessee:

KTMB ACQUISITONS, LLC
5313 Lagorce Drive
Miami Beach, Florida 33140

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. 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 the Lessor:

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

20.11 No Waiver:

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

20.12 Right to Regulate:

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Zoning Department (as it may be renamed from time to time), the Planning Department, or any department, board or agency of the County to agree to any specific request of the Lessee that is related in any way to the regulatory or quasi-judicial power of the County; and the County shall be released and held harmless by the Lessee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of

such requests, provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversible of the County's action .

20.13 Severability:

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

20.14 Inspections:

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

20.15 Payment of Taxes:

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

20.16 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 the Agreement (with the exception of the obligation of the Lessee to pay the amounts required by the terms of this Agreement) shall be subject to "Force Majeure". Neither the County nor the Lessee shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of unforeseen circumstances due to war, hostilities, revolution, civil commotion, strike, lock-out, epidemic,

fire, wind, flood, hurricane, tornado, lightning, wind damage, or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof because of any Act of God or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected, provided that notice of such force majeure is given by the affected party to the other within ten (10) days of the beginning of said force majeure. Should one or both of the parties be prevented from fulfilling their contractual obligation by a state of force majeure lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the implementation of the Agreement. Notwithstanding the foregoing, the prevention or delay of performance caused by the coronavirus disease 2019 (COVID-19) shall in no way be deemed by Lessee as a condition subject to Force Majeure.

20.19 Destruction of Premises:

In the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty (and in each such event the Lessee was not at fault in whole or in part) during the life of this Agreement that the Premises or any portion thereof are rendered untenable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof tenantable by repairs completed within a reasonable period of time.

(A) Total Destruction: In the event the County elects not to render the Premises tenantable, if destroyed or damaged in their entirety, the Lessee shall be so notified in writing by the Lessor, and this Agreement shall be deemed terminated as of the date of the casualty, with the Lessee being liable only for payment of rentals on a pro rata basis as to whatever portion(s) of the Premises which were tenantable and used by the Lessee following the casualty. In such event, the Lessor shall endeavor to find adequate replacement premises for the Lessee in existing facilities on the Airport.

(B) 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, Tenant 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 Tenant 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. Tenant agrees that Tenant 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 Article 16.12 (Right of Flight), all of which provisions and others in this Agreement, the Lessee acknowledges may cause disruption and

disturbance to the Lessee, and upon the observance by the Lessee of all the terms, provisions, covenants, and conditions imposed upon the Lessee hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Agreement; provided, however, that the County shall not be liable for any violation of this clause or for any disturbance or disruption in or to the Lessee's business, for acts or omissions of tenants, users of the Airport, third parties or when any department or agency of the County is acting in its governmental capacity or by Acts of God.

20.21 Interpretation of Agreement:

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

20.22 Entirety of Agreement:

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

Agreement No.
Customer No.

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: _____
County Mayor

ATTEST: Clerk of the Board

By: _____
Deputy Clerk

Date: _____
(SEAL)

KTMB ACQUISITIONS, LLC

BY: Eric Greenwald
Manager

Eric Greenwald
Print Name

Date: 07/22/2024

ATTEST:

Analiz Guzman
Corporate Secretary

Analiz Guzman
Print Name

Approved as to form and Legal Sufficiency
Assistant County Attorney: _____
Date: _____



Exhibit Y

MIAMI-DADE COUNTY, FLORIDA

AVIATION DEPARTMENT – FACILITIES DIVISION



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.

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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 BCC resolution to the Tenant and to the Maintenance Engineering Chief.

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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

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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.

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- 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

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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.

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- 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.

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- 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 |

MIAMI INTERNATIONAL AIRPORT

MAILING ADDRESS: P.O. BOX 025504, MIAMI, FLORIDA 33102-5504 • 4331 N.W. 22nd St., BLDG. 3030, 2nd FLOOR, MIAMI, FLORIDA 33122

A_FD0-111-P 01/21



- | | |
|--|---|
| 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 |

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A_FD0-111-P 01/21

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**MIAMI INTERNATIONAL AIRPORT**

MAILING ADDRESS: P.O. BOX 025504, MIAMI, FLORIDA 33102-5504 • 4331 N.W. 22nd ST., BLDG. 3030, 2nd FLOOR, MIAMI, FLORIDA 33122

**Miami Dade County
Miami Dade Aviation Department
Miami International Airport**

**Tenant Airport Construction Reimbursable Project (TAC-R)
Design and Construction Procedures – Facilities Division MCC/TAC Section**

A/E	Tenant's State of Florida Registered Architect or Engineer responsible for the design of the project
GSA	General Service Administration
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
PSA	Professional Service Agreement
TAC-N	Tenant Airport Construction Non-reimbursable projects
Tenant	Business Partner, Lessee

General Information

All work that tenants plan to perform on MDAD property must comply with MDAD Design Guidelines and maintenance's utilities clearances and utilities shutdowns procedures, FAA regulations, County regulations and all applicable codes. A permit is required for commercial improvements regardless of the cost.

All reimbursable projects must have MDAD Properties Division's approval hand-off, prior to initiating the Tenant Airport Construction (TAC) process. All reimbursable projects require approval from the Board of County Commissioners prior to commencement of the project and/or as stipulated in the Lease Agreement.

Procedures – Design and Construction

1. The TAC project is handed-off from Properties to Facilities through the letter that Properties issues to the tenant officially authorizing the tenant to proceed as per the terms of the approved Lease Agreement by the Board of County Commissioners. The Chief of MCC/TAC receives a copy of the letter with the copy of the executed Lease Agreement, resolution and manager's memo.
2. The tenant is contacted and informed by the TAC-R P.M. of the requirements, i.e., A/E selection process, competitive bid process, forms to be used, etc
3. An A/E is selected through the A/E Selection Process for TAC Reimbursable projects. The TAC-R Project Manager will accordingly help the tenant coordinate the A/E Selection Process.
4. It is the responsibility of the tenant through it's A/D to:
 - a) Obtain copies of MDAD Record (As-Built) Drawings from the MDAD Technical Support Division by calling (305) 876-7057. Verify field conditions including, but not limited to, electrical, mechanical, HVAC, plumbing, water, sewer, structural, connecting points for all utilities/HVAC/fire protection/smoke evacuation, etc. plumbing. For utilities verification and/or information call MDAD Engineering Division at (305) 876-7126, Mr. J. Rodriguez.
 - b) Ensure that the design of the project located at the terminal building is in compliance with the MDAD Design Guidelines Manuals (MIA Terminal projects only) Guidelines are available on the Internet at www.miami-airport.com. Projects in the Cargo areas and at the

General Aviation Airports do not need to comply with the MDAD Guidelines, except for the civil work as stipulated in the Design Guidelines.

NOTE: The MDAD TAC-R Project Manager participates in all of the following activities 5 through 23.

5. The MDAD TAC-R Project Manager prepares a Capital Project Fact Sheet (CPFS). This is an internal process by which the funding source is determined for design and/or construction cost of the project.
6. The tenant's consultant prepares bid documents that are reviewed at various levels of completion. The MDAD TAC Project Manager coordinates the number of reviews and the review process. The "Construction Contract, General and Legal Provisions and Division 1 for TAC projects and CSBE set aside TAC" projects will be used. This document consists of Advertisement for Bids, Instruction to Bidder, Bid Forms, Bid Bond, Condition of Award Requirements, Assignment Agreement, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions and the various Divisions. The document will be given to the tenant by the TAC-R Project Manager.
7. The tenant's consultant revises the plans to be in compliance with the reviewer's comments and obtains the reviewer's sign-offs on the TAC-R Design Review- 100% Back Check Form prior to bidding.
8. Based on the terms of the Lease Agreement, hazardous materials survey, testing, abatement design and specs and removal may be coordinated by MDAD through the MARC and related costs will be paid by MDAD. For expediency, the tenant may be requested to perform the above. The tenant will be reimbursed by MDAD per the terms of the Lease Agreement.
9. The tenant's consultant prepares the project construction cost breakdown by trades along with the technical specifications and submits them through the MDAD TAC Project Manager to the MDAD Office of Minority Affairs, who recommends the Community Small Business Enterprise (CSBE) goals to the office of Miami-Dade Department of Business Development (DBD). The CSBE goals are presented to the Review Committee (RC) who meets every other Thursday morning at the Courthouse Center Building, Downtown Miami by DBD for their review and recommendation to the County Manager for his approval (DBD Worksheet). Once the County Manager signs the DBD Worksheet, a copy is sent to MDAD Minority Affairs who then send copies to the Tenant and to the MDAD TAC-R Project Manager. The tenant's consultant inserts the project's CSBE goals in the Bid Documents. The CSBE goals are a requisite for bidding the work. See attached forms
10. The MDAD TAC Project Manager coordinates a Legal Review meeting to review the project General Conditions and Special Provisions for bidding.
11. MDAD issues a Letter of Concurrence for the project to the tenant. The letter allows the tenant to obtain a building permit. See sample letter.
12. The tenant shall advertise the project in the various newspapers. The TAC-R Project Manager will provide the names of the newspapers. The actual text to be used is within the Construction Contract Bid Documents, as identified in item number 6; pages A.1, A.2 and A.3. Plans, Specifications and other Bid Documents as will be sent by the tenant's consultant to the following for public inspection: F.W. Dodge Corporation, Miami Builders' Exchange, Broward Builders Exchange in care of Construction Marketing Data, Black Business Association, Latin Builders Association, Allied Minority Contractors Association, Hispanic American Builders Association and the Dade County Department of Business Development.

13. A Pre-Bid meeting is scheduled and chaired by the tenant's consultant. The tenant's consultant prepares meeting minutes and if required issues addenda. The MDAD Project Manager invites other MDAD Division to participate.
14. The MDAD TAC-R Project Manager attends the bid opening which is held at the office of the tenant's consultant.
15. The tenant's consultant prepares the bid tabulation and contract award recommendation. A list of the CSBE Bid Documents (as received) is also prepared by the tenant's consultant for every bidder. A copy of the complete set of Bid Documents, including addenda and the CSBE Bid Documents are provided by the tenant's consultant to MDAD Minority Affairs through the TAC P.M. for review and transmittal to the Department of Business Development for compliance review and approval of project contract measures (CSBE). Contract award will only occur upon receipt of the Letter of Compliance from the DBD Director.
16. Contract Documents are executed between low bidder and tenant upon the MDAD Director's approval of the summary memo when required per the terms of the lease agreement. An executed copy the Contract Documents is to be provided to the MDAD TAC Project Manager.
17. The tenant/tenant's consultant issues the Notice to Proceed to the contractor. Prior to the issuance of the Notice to Proceed by the tenant, the following documents are required as per the terms of the Lease prior to the commencement of construction:
 - a) Performance and Payment Bonds and Insurance Certificates in compliance with the terms of the Lease and Contract Completion Bond if required by the terms of the Lease.
 - b) Copy of the Building Permit
 - c) Copy of the Lease Audit as applicable
 - d) The Environmental Insurance Policy as applicable
18. The MDAD TAC Project Manager issues the Wrap-up Insurance form to Risk Management.
19. A pre-Construction meeting is scheduled and chaired by the tenant's consultant. The tenant's consultant prepares meeting minutes. The MDAD TAC-R Project Manager participates in the meeting and invites other MDAD Divisions to participate.
20. It is the tenant's responsibility through his/her Consultant and or contractor to:
 - a. Coordinate schedules and locations for MIA terminal deliveries at the 2nd floor curbside with MDAD Landside Operations Division. Please call 305.876.7086 for coordination.
 - b. Coordinate schedules and construction as applicable within the MIA terminal with the MDAD Terminal Operations Division. Please call 305.876.7082 for coordination.
 - c. Coordinate airside accesses requirements with MDAD Airside Operations Division. Please call 305.876.7482 for coordination.
 - d. Coordinate the issuance of MDAD photo ID badges and requirements for orientation regarding airport security with the MDAD Safety and Security Operations Division. Please call 305.869.4028 for coordination.
 - e. Coordinate "SHUTDOWN PROCEDURES" with MDAD Engineering Maintenance Division. Please call 305.876.7477 for coordination.

- f. Coordinate requirements and specific procedures relating to permitting for DERM, DEP, dewatering excavating, trenching, stockpiling, maintenance and disposal of contaminated material with the MDAD Environment and Airport Engineering Division. Please call 305.869.1063 for coordination.
- 21. Weekly construction meetings are held and the tenant's consultant prepares minutes of the meeting. The MDAD TAC-R Project Manager participates in the meetings. The TAC-R Project Manager monitors construction progress.
- 22. Reviews pay estimates, work orders and change orders.
- 23. Project Close-out: A walk through is scheduled and coordinated through the MDAD TC -R Project Manager which includes MDAD Maintenance. MDAD staff participates as required. Project requirements for compliance per the contract documents, i.e., releases of liens, claims, warranties, manuals, instruction, etc., as-built mylars, microfiche, 35 mm apertures, copies of the Building Permit and Certificate of Occupancy, and final Change Order are submitted to the MDAD TAC-R Project Manager.

It is the responsibility of the tenant's consultant to ensure all Building Department and/or other Departments, Agencies, F.A.A. permits, requirements, inspections and required forms are completed in their entirety. It is the tenant's responsibility to ensure all documents are copied to MDAD TAC-R Project Manager. All project documentation and correspondence must include the MDAD project name and project number.

Date: _____

TAC-R Design Review - 100% Back Check

Project Name: _____
Airport Facility _____ Project No. _____
Project Manager _____ Plans Date _____

If you had comments and those comments have been addressed and incorporated in the 100% revised final drawings, please sign your name and date. Your signature is required in order for MCC/TAC to issue the Letter of Concurrence to the Tenant. The Letter of Concurrence enables the tenant to obtain a building permit.

REVIEWERS	SIGNATURE	DATE
Titus Crissan	_____	_____
<i>Maintenance (876-7898)</i>	_____	_____
Victor Guildaud	_____	_____
<i>HNTB (551-8100)</i>	_____	_____
Pedro Hernandez	_____	_____
<i>Environ Engr. (876-7928)</i>	_____	_____
Maria Perez	_____	_____
<i>Telecomm. (876-7092)</i>	_____	_____
Maria Pereiras	_____	_____
<i>Terminal Ops. (876-7082)</i>	_____	_____
Terry Wagner	_____	_____
<i>Landside Ops. (876-7024)</i>	_____	_____
Ron Smith	_____	_____
<i>Airside Ops. (876-7038)</i>	_____	_____
Frank Stirrup	_____	_____
<i>Civil (876-7922)</i>	_____	_____
Francis Telesca	_____	_____
<i>Development (876-7052)</i>	_____	_____
Sunil Harman	_____	_____
<i>Development (876-0120)</i>	_____	_____

Attachment B

Community Benefit

Lessee:

KTMB Acquisitions, LLC (KTMB Acquisitions)
5313 Lagorce Drive
Miami Beach, Florida 33140

Premises (Description):

The Premises leased herein consist of the Land identified in the Survey attached hereto as Exhibit "A" +/-22 acres

Community Benefit (Description):

KTMB's commitment to provide a "Community Benefit" as part of the new DLA. As such, KTMB will donate \$0.01 of every gallon of fuel sold through private agreements between KTMB and neighborhood community organizations (excluding government contracts) beginning in Year 3 and ending on Year 5 of the new DLA. At the beginning of Year 6, the donation will increase to \$0.015 per gallon of aviation fuel sold (excluding government contracts) for five (5) years. Beginning in Year 11 the donation will further increase to \$0.02 per gallon of aviation fuel sold (excluding government contracts) and will continue for the term of the new DLA. If at any time between years 11 (2035) and 15 (2039) another fuel provider at TMB agrees to a Community Benefit of \$0.02 per gallon, KTMB will immediately increase its contribution to \$0.02 per gallon. It should be noted that fifty (50%) percent of the Community Benefit will be designated for the Nicklaus Childrens Hospital, and fifty (50%) percent for the Flying Classroom. The Community Benefit funds will be paid on an annual basis.



MEMORANDUM

(Revised)

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

DATE: September 17, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
9-17-24

RESOLUTION NO. _____ R-808-24

RESOLUTION APPROVING, PURSUANT TO SECTION 125.35(1)(B)(1), FLORIDA STATUTES, A DEVELOPMENT LEASE AGREEMENT BETWEEN THE COUNTY, AS LANDLORD, AND KTMB ACQUISITIONS, LLC, AS TENANT AND DEVELOPER, FOR A 971,388-SQUARE FOOT PARCEL OF LAND LOCATED AT THE SOUTHEAST CORNER OF MIAMI EXECUTIVE AIRPORT, ABUTTING SW 136TH STREET, FOR A TERM OF 35 YEARS WITH ONE FIVE-YEAR RENEWAL OPTION, FOR THE DEVELOPMENT OF A FIXED BASE OPERATOR TERMINAL AND ANCILLARY FACILITIES, WITH A MINIMUM INVESTMENT OF \$14,750,000.00 AND AN ESTIMATED \$15,824,407.60 IN RENT AND OTHER REVENUE DUE TO THE COUNTY OVER THE INITIAL TERM; 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 development lease agreement between the County, as landlord, and KTMB Acquisitions, LLC, as tenant and developer, for a 971,388-square foot parcel of land located at the southeast corner of Miami Executive Airport, abutting SW 136th Street, for a term of 35 years with one five-year renewal option, in substantially the form attached hereto (the "Lease"), for the development of a fixed base operator

terminal and ancillary facilities, with a minimum investment of \$14,750,000.00 and an estimated \$15,824,407.60 in rent and other revenue due to the County over the of the initial term 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.

The foregoing resolution was offered by Commissioner **Marleine Bastien** , who moved its adoption. The motion was seconded by Commissioner **Sen. René García** 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	aye	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 17th day of September, 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.

A handwritten signature in dark ink, appearing to read "RCZ", is written over a horizontal line.

Ryan C. Zagare