

MEMORANDUM

Amended Agenda Item No. 11(A)(5)

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

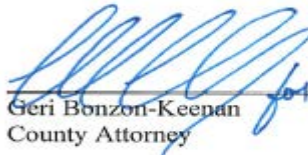
DATE: April 1, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution relating to investment in existing concessionaire locations at Miami International Airport; waiving, by a two-thirds vote of Board members present, formal bid procedures pursuant to section 5.03(d) of the Home Rule Charter and section 2-8.1 of the Code; approving Amended and Restated Lease and Concession Agreement and authorizes the County Mayor to offer Amended and Restated Lease and Concession Agreements for certain concessionaires at Miami International Airport which, among other things 1) extends the Concession Agreements for an additional 12 years, 2) provides for a minimum investment amount per concession location and an additional minimum investment per Concession Agreement, 3) provides a process for the County to approve new concession brands and concepts, 4) obligates concessionaires to invest in utility service for their locations, 5) provide for deadlines for investment to be complete, and 6) provide for clawback of locations to the County in the event that investment by the concessionaires is not timely completed; waiving Resolution No. R-456-07 relating to use of trans-fats in concession locations; authorizing the County Mayor to execute the Amended and Restated Lease and Concession Agreements, in substantially the form attached hereto with the conditions stated and exercise all rights conferred therein, including termination, and perform all acts necessary to effectuate same; directing the County Mayor to provide the executed amendments to the Property Appraiser in accordance with Resolution No. R-791-14; directing the County Mayor to establish a design and permitting working group in connection with concessions redevelopment at Miami International Airport; and authorizes the County Mayor to negotiate and execute Amended and Restated Agreements, with concessions providing services at MIA, to the extent consistent with the Amended and Restated Agreements with retail and food and beverage providers, without need for subsequent approval of this Board

Resolution No. R-365-25

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Danielle Cohen Higgins and Commissioner Kevin Marino Cabrera.



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM

(Revised)

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

DATE: April 1, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 11(A)(5)

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 _____

Amended
Agenda Item No. 11(A)(5)
4-1-25

RESOLUTION NO. **R-365-25**

RESOLUTION RELATING TO INVESTMENT IN EXISTING CONCESSIONAIRE LOCATIONS AT MIAMI INTERNATIONAL AIRPORT; WAIVING, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT, FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; APPROVING AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT AND AUTHORIZES THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO OFFER AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENTS FOR CERTAIN CONCESSIONAIRES AT MIAMI INTERNATIONAL AIRPORT WHICH, AMONG OTHER THINGS 1) EXTENDS THE CONCESSION AGREEMENTS FOR AN ADDITIONAL 12 YEARS, 2) PROVIDES FOR A MINIMUM INVESTMENT AMOUNT PER CONCESSION LOCATION AND AN ADDITIONAL MINIMUM INVESTMENT PER CONCESSION AGREEMENT, 3) PROVIDES A PROCESS FOR THE COUNTY TO APPROVE NEW CONCESSION BRANDS AND CONCEPTS, 4) OBLIGATES CONCESSIONAIRES TO INVEST IN UTILITY SERVICE FOR THEIR LOCATIONS, 5) PROVIDE FOR DEADLINES FOR INVESTMENT TO BE COMPLETE, AND 6) PROVIDE FOR CLAWBACK OF LOCATIONS TO THE COUNTY IN THE EVENT THAT INVESTMENT BY THE CONCESSIONAIRES IS NOT TIMELY COMPLETED; WAIVING RESOLUTION NO. R-456-07 RELATING TO USE OF TRANS-FATS IN CONCESSION LOCATIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENTS, IN SUBSTANTIALLY THE FORM ATTACHED HERETO WITH THE CONDITIONS STATED AND EXERCISE ALL RIGHTS CONFERRED THEREIN, INCLUDING TERMINATION, AND PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE THE EXECUTED AMENDMENTS TO THE PROPERTY APPRAISER IN ACCORDANCE WITH RESOLUTION NO. R-791-14; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ESTABLISH A DESIGN AND PERMITTING WORKING GROUP IN CONNECTION WITH CONCESSIONS REDEVELOPMENT AT MIAMI INTERNATIONAL AIRPORT; AND AUTHORIZES THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE AMENDED AND RESTATED AGREEMENTS, WITH CONCESSIONS PROVIDING SERVICES AT MIA, TO THE EXTENT CONSISTENT WITH THE AMENDED AND RESTATED AGREEMENTS WITH RETAIL AND FOOD AND BEVERAGE PROVIDERS, WITHOUT NEED FOR SUBSEQUENT APPROVAL OF THIS BOARD

WHEREAS, Miami International Airport (MIA) is the first and last experience of Miami-Dade County for many visitors; and

WHEREAS, as the gateway to the Americas, MIA and its users deserve a world-class concession program; and

WHEREAS, it is in the best interests of Miami-Dade County to expedite construction and development of new concession concepts in the existing terminal spaces by engaging the services of the existing concessionaires; and

WHEREAS, the existing concessionaires are willing to invest a minimum of \$215,000,000.00 over three years to refurbish and reconcept the existing concessions; and

WHEREAS, permits will be required for all concessionaires to comply within the three (3) year schedule of their construction and investment obligations as stated in the amended and restated concession agreement; and

WHEREAS, delays in approving or responding to permit applications submitted by concessionaires will unduly delay redevelopment of concessions at MIA, which will in turn deprive MIA of revenue and deprive passengers of a modernized concession program; and

WHEREAS, expediting the issuance of permits would help the concessionaires to timely and effectively achieve the construction, renovation, and improvements to all concession locations within the airport; and

WHEREAS, expediting improvements will be in the best interest of the airport to minimize disruptions in service to the travelling public and to provide the best possible customer service experience for all passengers; and

WHEREAS, the Regulatory and Environmental Resources Department and the Miami-Dade County Fire Department must therefore expedite the review and approval of permits for construction of concession space at MIA; and

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

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

Section 1. Finds that it is in the best interest of Miami-Dade County to waive, by a two-thirds vote of Board members present, formal bid procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1 of the Code of Miami-Dade County, Florida for the Amended and Restated Lease and Concession Agreements between Miami-Dade County and the concessionaires identified in Exhibit A attached hereto.

Section 2. Approves a form Amended and Restated Lease and Concession Agreement in substantially the form attached hereto, and, solely with respect to concessionaires with agreements which are currently expiring prior to December 31, 2029, authorizes the County Mayor or County Mayor's designee to offer such Amended and Restated Lease and Concession Agreements for signature by the concessionaires, with exhibits reflecting the locations and percentage rent applicable to such concessionaire. Such Amended and Restated Lease and Concession Agreements, among other things:

- 1) extends the concession agreements for an additional 12 years;
- 2) provides for a minimum investment amount per concession location and an additional minimum investment per concession agreement;
- 3) provides a process for the County to approve new concession brands and concepts;
- 4) obligates concessionaires to invest in utility services for their locations;
- 5) provide for deadlines for investment to be complete; and
- 6) provide for clawback of locations to the County in the event that investment by the concessionaires is not timely completed.

Section 3. Waives Resolution No. R-456-07 relating to trans-fats, with respect to services provided under the Amended and Restated Lease and Concession Agreements

Section 4. Authorizes the County Mayor or County Mayor designee to execute the Amended and Restated Lease and Concession Agreements upon execution by concessionaires and exercise all rights conferred therein, including termination, and perform all acts necessary to effectuate same; except that (a) the County Mayor or County Mayor's designee shall not execute any agreement which is executed by a concessionaire more than 45 days after the effective date of this Resolution, and (b) the County Mayor or County Mayor's designee shall only execute agreements upon receipt of signed agreements, within 45 days of the effective date of this resolution, by existing retail, food and beverage, and duty free concessionaires having, in the aggregate among all signatories, more than 246,948 square feet of existing locations. In the event that the concessionaires signing this agreement within 45 days of the effective date do not exceed such square footage threshold, the County Mayor or County Mayor's designee shall have no authority to sign the agreements and any such signature by the County Mayor or County Mayor's designee shall be considered ultra vires.

Section 5. Directs the County Mayor or County Mayor's designee to provide executed copies of the Amended and Restated Lease and Concession Agreements to the Property Appraiser, in accordance with Resolution No. R-791-14.

Section 6. The County Mayor or County Mayor's designee is directed to establish a working group to expedite the review of designs and permits needed to accomplish the goals of the Amended and Restated Lease and Concession Agreements. The working group shall include a representative of the Building Department, a representative of the Miami-Dade County Fire Department, a representative of the Miami-Dade County Aviation Department Facilities and Maintenance Division, and a representative of the Miami-Dade County Aviation Department

Business Development Division. The Office of the Inspector General and the Miami-Dade Aviation Department Bond Engineer shall be invited to all meetings as well. The Working Group shall meet no less than monthly, and shall be open for concessionaires and their architects, engineers, contractors and designers to discuss ongoing or prospective issues with concession redevelopment at MIA. The Building Department and the Miami-Dade County Fire Department shall take all available steps to ensure that permits submitted in connection with such redevelopment are responded to in a timely manner.

Section 7. The County Mayor or County Mayor's designee shall, to the maximum extent allowed by law, ensure that the Regulatory and Environmental Resources Department and the Miami-Dade County Fire Department shall take all available steps to ensure that reviews of and responses to permits submitted in connection with such redevelopment, and all inspections required to ensure compliance with any permits are expedited.

Section 8. Authorizes the County Mayor or County Mayor's designee to negotiate and execute Amended and Restated Lease and Concession Agreements with concessionaires providing services at MIA, or concessions operating single facilities at the MIA Marketplace, without need for subsequent approval of this Board. Such Amended and Restated Lease and Concession Agreements shall require payment of the marketing fee and the customer experience fee as provided for in the Amended and Restated Lease and Concession Agreements attached hereto, shall provide for the combination of investment or increase in payments to the County that provides the maximum benefit to the County, and shall not provide for any allowances to the concessionaire that are greater than, or inconsistent with, those provided in the attached Amended and Restated Lease and Concession Agreement. The County Mayor or County Mayor's designee is directed to ensure, prior to execution, that no such proposed agreement violates Federal Law or the Airport Grant Assurances.

Section 9. Directs the County Mayor or the County Mayor's Designee to expeditiously negotiate a lease and concession agreement with SJAC ATL Airport, LLC and Royal Cleaning Solutions, a joint venture to be referred to as The Zaxby's Group MIA, to introduce two Zaxby's locations at Miami International Airport. Both locations shall be located at post-security spaces that are either vacant, underutilized, or planned to be repurposed, located in the North or Central Terminal.

Section 10. Direct the County Mayor or County Mayor's Designee to negotiate separate lease and concession agreements with DC Garrett Group, Miami Air Ventures LLC, Jam Subs MIA LLC, Premier Travel Solutions, Kasa Champlet Restaurant and Lounge, Snap Crack LLC, Verge Group LLC, Tersylbran Inc., and Vicky Bakery in spaces that are currently vacant, underutilized, or planned to be repurposed in the North or Central Terminal.

Section 11. In the event that the County Mayor or the County's Mayor's designee is unable to identify mutually agreeable existing space with any of the concessionaires, the concessionaries shall be granted right of first refusal in the North or Central Terminal.

Section 12. This motion is subject to the County Mayor filing with the Clerk of the Board a waiver of formal bid procedures pursuant to section 5.03(d) of the Home Rule Charter and non-competitive bid waiver provisions of section 2-8.1(b) of the Code, this Board having concluded that waiving of competitive bidding is in the best interests of Miami-Dade County for the reasons identified in the County Mayor's Memorandum and in order to expedite improvements to Miami International Airport.

Section 13. The County Mayor or County Mayor's designee is additionally directed, for thirty days after the effective date of this Resolution, to solicit expressions of interest from other entities or individuals wishing to provide food, goods, or services at Miami International Airport, and to determine whether award of any non-competitive lease and concession agreement to any such responding entity or individual is in the best interests of Miami-Dade County.

The Co-Prime Sponsors of the foregoing resolution are Commissioner Danielle Cohen Higgins and Commissioner Kevin Marino Cabrera. It was offered by Commissioner **Kevin Marino Cabrera**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of April, 2025. 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 black ink, appearing to read "DMM", is written over a horizontal line.

David M. Murray
Cynji A. Lee

Date: April 1, 2025

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

From: Daniella Levine Cava 
Mayor

Subject: Non-Exclusive Lease and Concession Amended and Restated Lease and Concession Agreement for Food and Beverage and Retail Concessionaires at Miami International Airport

Executive Summary

Since the pandemic, Miami International Airport (MIA) has seen unprecedented increases in demand for air travel and cargo, reaching almost 56 million passengers and more than 3 million tons of total freight registered in 2024. To keep up with this incredible demand and ensure MIA retains its status among the top ranked airports in the country and as the gateway to Latin America and the Caribbean, my Administration began the Modernization in Action Program, investing over \$9 billion in capital improvements and deferred maintenance. The Administration, with the support of the Board of County Commissioners (Board), is overseeing construction of new terminals, concourses, ramps, runways, parking structures, restrooms, and hotels. Transforming our airport and bringing much needed capital and customer service updates to our County's biggest economic engine is one of my top priorities.

In alignment with the ongoing modernization program, it is imperative that the County gives our concessions program a makeover to bring a fresh, stylish, and balanced approach that elevates the airport customer experience and reflects MIA's status as a top destination. In partnership with Commissioner Danielle Cohen Higgins and our proven, trusted vendors at MIA, we have created a plan to bring hundreds of millions of dollars in additional investment to our airport. These private sector partners are currently in business at MIA – they understand the unique challenges and opportunities at our airport, they have complied with previous agreements and criteria set forth by the Administration and the Board, and they are willing to invest beyond typical lease terms to be part of the modernization initiative at the airport. This investment will be immediate, and if the Board approves the agreement laid out below, the concessionaires will begin the work to renovate and improve their spaces and additional common areas. This timely and efficient investment is a vital part of the overall Modernization in Action project as we act quickly to make our airport the world-class facility our residents and passengers deserve.

Recommendation

This item is seeking approval from the Board for the following:

- (i) Waive competitive bidding procedures by two-thirds vote of Board members present pursuant to Section 2-8.1 of the Code of the Miami-Dade County Code (Code) and Section 5.03(d) of the Home Rule Charter, and to approve the amendment entitled: Restated Lease and Concessions Agreement as noted in Exhibit A attached hereto, which details the list of concessionaires with existing concessionary agreements including the terminal locations and the agreement expiration dates;
- (ii) Approve the Restated Lease and Concessions Agreement in substantially the form attached hereto; and

- (iii) Authorize the County Mayor or County Mayor's designee to enter into and execute the approved Restated Lease and Concessions Agreement with the concessionaires that collectively account for 90 percent of the square footage of the concession space at MIA within 10 days after Board approval.

This Restated Lease and Concessions Agreement complies with the rules of the Airport Amended and Restated Trust Agreement and Bond Covenants and is subject to Federal Aviation Administration (FAA) approval.

This item seeks Board authorization to replace the existing concessionary agreements for MIA's food and beverage (F&B) and retail concessionaires with the Restated Lease and Concessions Agreement, in which the terms and conditions are uniform across both concession categories.

In order to continue modernizing our airport quickly and efficiently, it is in the best interest of the County to partner with this group of proven investors to improve our concessions options and bring increased revenue to MIA. This partnership will create a pathway to update all retail and F&B concessions simultaneously with ongoing capital projects, instead of a staggered, longer timeline to accommodate the individual concession agreement expiration dates.

To keep up with customer demand and trends, the agreement provides the County with fresh, more appealing concepts that are consistent with industry standards, generating more immediate revenue. This modernization plan will optimize MIA's concessions program by rebalancing the service options currently offered to better meet customer needs. As such, the mix of service options is being changed from a mix of 56 percent of F&B and 44 percent retail to a mix of 63 percent of F&B and 37 percent retail. This new ratio is also consistent with what we see in our peer airports across the country.

One of the most unique and critical parts of this agreement is the newly created Customer Experience Fee. All vendors in the agreement will pay into this fund, and the dollars will go towards beautifying and improving our airport common areas, such as improved signage within the terminal, better hold room seating and lighting, interactive passenger elements, improvements to children's play areas, and other aesthetic and experiential improvements. Just as the County is making record investments into MIA, so will our private sector partners. Together, we will all contribute to making our airport bigger, better, and more beautiful.

The Restated Lease and Concession Agreement requires each retail concessionaire to invest a minimum of \$850.00 per square foot (SF) to renovate the first 1,500 square feet of retail space and each F&B concessionaire a minimum of \$1,000.00 per SF within three years of the effective date of the agreement. Both F&B and retail concessionaires are required to invest \$500.00 per SF on the balance of the concession space in that same timeframe. A minimum total private investment of approximately \$215,000,000.00 is expected to be completed over a three-year period, from the effective date of the agreement. The term of the Restated Lease and Concession Agreement shall extend the present-day concession lease terms by 12 years from the expiration of the existing agreements, and shall include a three-year renewal option to be exercised contingent upon the concessionaire's investment of an additional 30% across their portfolio of properties, as appropriate. These investment targets are aggregates, as each individual concessionaire will be responsible only for investment into its own locations.

It should be noted that the applicable leases expire at different times, ranging from December 2025 through September 2029 in the Central, South, and North Terminals. Concessionaires seeking to enter into the Restated Lease and Concession Agreement must consent to reducing their current lease term so that it expires by December 2029, with the extension period starting thereafter. The County will also negotiate separate individual Restated Lease and Concession Agreements for some of the concessionaires in the North Terminal Marketplace and those providing services to address their distinct business models and investment opportunities. For this group, the County will offer a structured approach that includes a mix of investment opportunities and/or increased percentage fees based on gross revenues. This framework is designed to help offset any limitations in investment opportunities while ensuring long-term sustainability and mutual benefit.

Scope

MIA is located primarily within District 6, which is represented by Commissioner Kevin M. Cabrera. In addition to District 6, this agenda item has a major countywide impact, due to MIA's importance as a regional and economic asset.

Delegation of Authority

The County Mayor or County Mayor's designee has the authority to exercise all the rights conferred therein in the Restated Lease and Concessions Agreement and any associated amendments, including, in general, the right to terminate, consent to assignment, or exercise dispute resolution procedures.

Fiscal Impact/Funding Source

There is no negative fiscal impact to the County. However, should the Board approve this item, the County will see a net increase in revenue.

Concessionaires will pay a series of fees to the County that include (i) a Customer Experience Fee in the amount of one-half (1/2) of one (1) percent of gross revenues that will be held solely for the purpose of improving the customer experience; (ii) a Common Warehouse Logistics Fee to offset any storage and actual costs associated with the rental of off-airport properties in the event the Aviation Department implements a Common Logistics Program. The concessionaire would be notified in writing of such a fee 180 days prior to its implementation; (iii) a Common Infrastructure Repair and Maintenance Fee that consists of one quarter (1/4) of one (1) percent of the gross revenues from prepared foods and beverages generated from concession locations that are connected to MIA's grease traps. Those locations that are not connected to the airport's grease traps are exempt from this charge; (iv) a Concession Marketing Fee that consists of one-half (1/2) of one (1) percent of gross revenues that will be assessed annually; and (v) a percentage fee that is three percentage points less than the monthly percentage fee for any concessions subleased by a concessionaire to its subtenant.

Additionally, Concessionaires that are currently below the average percentage fee per category will pay an increase of one third of the difference between its current percentage fee and the average percentage fee in its category (such increase shall be no less than 1% of gross revenues annually), commencing on October 1, immediately following the Original Lease Expiration date. For example,

if a concessionaire is paying nine percent (9%) of gross revenues in a category as of September 30, 2028, and this nine percent (9%) is below the average fee for that category, the concessionaire will begin paying eleven percent (11%) of gross revenues in that category starting October 1, 2028. The percentage fee per category will continue to increase by two percent (2%) on each subsequent October 1st, until such time as the percentage fee paid by concessionaire per category reaches the ceiling set forth in the agreement.

Finally, under separate agreements, the concessionaires will be charged with the prevailing Class VI Terminal rental rates applicable to each concession location, for support and storage spaces rented. These rates are subject to recalculation and adjustment each year on October 1st in accordance with the policies and formulas approved by the Board, as may be amended from time to time.

The projected total revenue to the County over the initial 12-year term is estimated at approximately \$1,100,300,000.00.

Track Record/Monitor

MDAD's Assistant Director of Concessions and Commercial Operations Sarah Abate will monitor the implementation of the Restated Lease and Concessions Agreement.

Additional Information

There are various program phases beginning with the Final Concept Approval Phase during which MDAD staff reviews and approves the preliminary conceptual design submitted by each concessionaire detailing the flow of pedestrian traffic and the general interior finishes. The duration of this phase is 75 days and is followed by Phases 1, 2, and 3, which consist of the design and construction phases. All improvements performed shall be in accordance with MDAD's Tenants Airport Construction-Non-Reimbursable (TAC-N) procedures, and in the event that authorization is given to reimburse the concessionaire, the Tenants Airport Construction-Reimbursable (TAC-R) procedures shall be followed.

The concessionaires must complete all renovations within a three-year period and reopen the concession store or resume paying the current Class VI prevailing rate. Furthermore, as mentioned previously, a Temporary Certificate of Occupancy or Certificate of Occupancy must be obtained for a concession store to open. If the delay continues to the 121st day after the concession was to open and commence operations, that location will be deleted from the Restated Lease and Concessions Agreement and the County will have the right to use the space without limitation. The deadline for a renovated concession store to reopen cannot be extended for any reason other than a government delay or force majeure as delineated in Article 4, Paragraph F of the Restated Lease and Concessions Agreement.

Each concessionaire will maintain the existing Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goals in their current concession agreements, which consist of a percentage of gross revenues. They will also comply with all ACDBE requirements that may include, but are not limited to, compliance with the ACDBE Program objectives, including the element of the ACDBE Program that provides for the restructuring of concession opportunities to facilitate competition by small business concerns as approved by the FAA pursuant to CFR 23.26.

This Restated Lease and Concessions Agreement reflects the negotiated terms and conditions as noted above between the concessionaires and the County, including among other things, the terms and conditions of MDAD's TAC contracts; the County's Labor Peace Requirements delineated in Resolution No. R-148-07; small business enterprise provisions as applicable to construction activities under Section 10-33.02 of the Code; Living Wage requirements as per Section 2-8.9 of the Code; MDAD Operational Directives; and any other program of the County including programs, ordinances, or code provisions as well as any applicable Administrative Orders or other directives issued by the County that are applicable.

Conclusion

Aviation experts forecast that demand for air travel will continue to increase over the next 10-15 years. To ensure that MIA is at the forefront of that growth, my Administration and the Board are making historic investments to our airport through billions of dollars in County budgetary allocations and innovative partnerships with trusted private sector partners. This agreement is a critical part of airport modernization. If the Board approves this plan, MIA will see an immediate investment into the airport's concessions, customer experience, and common areas. The Board and the Administration share the same priority – to make Miami International Airport a first-rate, premier facility. Surveys and customer engagement make clear that our concessions programs need swift investments to enhance airport experience. This agreement is a unique opportunity to help us reach that goal. In the spirit of efficiency and effectiveness, my Administration recommends approval of this partnership so we can ensure the best possible outcomes for MIA, our passengers, and our economy.



Jimmy Morales
Chief Operating Officer

Exhibit A

Tenant	Agreement Number	Contract Expiration (w/ Relief Amend.)	Terminal *	Required Total Investment **
Food and Beverage				
Areas USA, Inc. North Terminal	003022	09/13/29	N	5,046,000
Concessions Miami, LLC North Terminal	003023	09/13/29	N	7,248,000
Global Concessions, North Terminal	001436	09/13/29	N	22,301,000
Host International, Inc.	005812	09/13/29	N	15,232,000
SSP America MIA / Icebox Café	013656	09/13/29	N	1,181,000
Master Concessionair, LLC	008509	01/30/29	N	1,820,000
<i>North Terminal</i>				52,828,000
Carrie Management, LLC / Dunkin Donuts	012696	12/31/25	C	720,000
Global Concessions, Inc.	001436	12/31/25	C	6,264,000
Host International, Inc.	000197	12/31/25	C	19,039,000
Master Concessionair, LLC	008509	01/30/29	C	625,000
<i>Central Terminal</i>				26,648,000
Areas USA, Inc. South Terminal	003022	02/14/28	S	7,575,000
Concessions Miami, LLC South Terminal	003023	02/14/28	S	2,722,000
Host International, Inc.	000197	12/31/25	S	4,780,000
<i>South Terminal</i>				15,077,000
F&B				94,553,000
Retail				
Air Sun JV North Terminal	003175	09/13/29	N	1,003,000
AMS Of South Florida	005308	09/13/29	N	588,200
AMS-TEI Miami JV	004984	09/13/29	N	5,976,900
Areas USA, Inc.	005275	09/13/29	N	878,050
Faber, Coe & Gregg Of FI Inc. North Terminal	003265	09/13/29	N	2,038,300
InMotion Entertainment (Project Horizon)	005758	09/13/29	N	261,800
Miami Concepts, LLC North Terminal	004606	09/13/29	N	810,900
Newslink Of South Florida, LLC	005763	09/13/29	N	22,273,759
Taxco Sterling Co.	005691	09/13/29	N	908,650
WDFG North America North Terminal	007913	09/13/29	N	2,799,900
<i>North Terminal</i>				37,539,459
Airport Management Services	002862	12/31/25	C	4,575,900
BFC Airport Stores	001741	12/31/25	C	1,388,900
InMotion Entertainment Group LLC	012882	12/31/25	C	1,293,000
Little Havana at MIA	012628	12/31/25	C	1,234,200
Master ConcessionAir LLC	012885	12/31/25	C	1,892,950
Newslink of Miami	012883	12/31/25	C	2,845,450
Raymond Enterprises The Bead Factory	012629	12/31/25	C	153,000
Stellar Partners, Inc. Mercado Miami	012627	12/31/25	C	1,969,450
The Reason Why, LLC	012921	12/31/25	C	1,476,500
<i>Central Terminal</i>				16,829,350
Air Sun JV South Terminal	003175	12/31/25	S	863,600
Airport Management Services	002862	12/31/25	S	1,058,250
Hudson Group (HG) Retail, LLC	008365	12/31/25	S	736,950
Faber, Coe & Gregg Of FI Inc. South Terminal	003265	12/31/25	S	6,543,300
InMotion Entertainment Group LLC	012882	12/31/25	S	951,150
Little Havana at MIA	012628	12/31/25	S	77,350
Miami Concepts, LLC South Terminal	004606	12/31/25	S	464,100
Newslink of Miami	012883	12/31/25	S	1,512,150
Raymond Enterprises The Bead Factory	012629	12/31/25	S	158,950
WDFG North America / Simply Books	007915	12/31/25	S	1,308,000
WDFG North America South Terminal	007913	12/31/25	S	9,231,450
<i>South Terminal</i>				22,905,250
Retail				77,274,059
F&B and Retail				171,827,059
Duty Free				
Duty Free Americas Miami, LLC	002849	09/13/30	N	16,806,200
Duty Free Americas Miami, LLC	002849	09/13/30	C	7,827,000
Duty Free Americas Miami, LLC	002849	09/13/30	S	8,758,900
Duty Free				33,392,100
F&B, Retail, Duty Free				205,219,159
Marketplace				
Cuban Crafters	008519	09/03/29	N	160,650
SSP America MIA / Fig & Fennel at MIA, LLC	013658	09/02/29	N	340,000
Half Moon Empanadas at MIA	008492	09/03/29	N	193,000
Market Place				693,650
Expiring beyond 2029				
305 Pizza	008934	01/08/30	N	509,000
Bongos Cuban Café d/b/a Estefan Kitchen Express	009462	10/19/30	N	529,000
Duty Free Americas Beauty	010593	09/13/31	N	1,389,750
Chef Creole Airport LLC	010080	03/20/32	C	825,000
JSF Airport Concessions	012972	03/18/34	C	1,010,000
Carrie Concessions, Inc / Subway	008569	12/16/34	C	1,646,000
Expiring beyond 2029				5,908,750

* **Terminal:**

N - North, C - Central, S - South

Duplicate Agreements

** **Required Total Investment:**

Retail: \$850 first 1,500 SF; \$500 any excess

F&B: \$1,000 first 1,500 SF; \$500 any excess

MDC014

**NON-EXCLUSIVE LEASE AND CONCESSION
AMENDED AND RESTATED LEASE AND CONCESSION
AGREEMENT**

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

[CONCESSIONAIRE]

FOR NON-EXCLUSIVE CONCESSIONS AT

AT

MIAMI INTERNATIONAL AIRPORT

TABLE OF CONTENTS

	<u>Page</u>
Definitions	8
Article 1 – Term, Extension and Location	14
1.01 Term	14
1.02 Not Used (Extension)	15
1.03 Location(s)	15
1.04 Support /Storage Space	15
1.05 Not Used (Storage Space)	16
1.06 Common Warehouse System	16
1.07 Deletions and Modification of Locations	16
1.08 Non-Exclusivity	17
1.09 Condition of the Location	17
1.10 Capital Improvement Program	18
1.11 Additional Concession Development	18
1.12 Concession Concepts	18
1.13 Sense of Place	19
Article 2 – Use of Location	19
2.01 Location	19
2.02 Use of Location	19
2.03 Concessionaire Services and Sales Rights	19
2.04 New Concepts	19
2.05 Scope of Services	19
2.06 Not Used (Annual Marketing Plan Submission)	19
2.07 Prohibited Activities	19
Article 3 – Rentals, Payments, and Reports	20
3.01 Not Used (Minimum Annual Guarantee)	20
3.02 No Negotiations or Administrative Modifications	20
3.03 Percentage Fee to the Department	20
3.04 Not Used (Recalculation of Minimum Annual Guarantee)	21
3.05 Concession Category Percentage Fee	21
3.06 Annual Rental	21
3.07 Rent Suspension	21
3.08 Concessionaire Compensation for Sub-Tenant Services	22
3.09 Annual Rental Rate Adjustment	22
3.10 Common Warehouse Logistics Fee	22
3.11 Common Infrastructure Repair and Maintenance Fee (Grease Traps/Grease Lines)	22
3.12 Concession Marketing Fee	23
3.13 Mobile App Participation	23
3.14 Not Used (MAG Performance Bond)	23
3.15 Taxes	23
3.16 Reports of Gross Revenues	23
3.17 Other Reports	24

3.18 Late Payment	24
3.19 Dishonored Check or Draft	24
3.20 Address for Payments	24
3.21 Revenue Control Procedures	24
3.22 Annual Audit	25
3.23 Right to Audit/Inspect	25
3.24 Records and Reports	26
3.25 Additional Fees Due	27
3.26 Utilities	27
3.27 Liquidated Damages	27
3.28 Payment Security	29
3.29 Accounts Receivable Adjustments	30
3.30 Payment Card Industry Data Security Requirements	30
3.31 Payment Card Industry Data Security Compliance	31
3.32 Department's Technology Installation Rights	33
 Article 4 – Improvements to the Location	 34
4.01 Improvements to Location(s)	34
4.02 Design of Improvements	40
4.03 Midterm Refurbishment of Locations	40
4.04 Certain Construction Contract Terms	41
4.05 Improvements Free and Clear	41
4.06 Other Requirements	41
4.07 Review of Construction	41
4.08 Cost Documentation	42
4.09 Amortization Schedule	43
4.10 Construction Permit Fee	43
4.11 Construction Services	44
4.12 Sustainable Buildings Program	45
 Article 5 – Standards of Operation	 45
5.01 Standards of Operation	45
5.02 Market Basket/Competitive Pricing Policy	46
5.03 Department Right to Monitor Performance	47
 Article 6 – Obligations of the Department	 48
6.01 Department Services	48
 Article 7 – Furniture, Fixtures, and Equipment	 50
7.01 Furniture, Fixtures, and Equipment	50
7.02 Americans with Disabilities Act Requirements	50
7.03 Disposal of Furniture, Fixtures, and Equipment	50
 Article 8 – Maintenance	 51
8.01 Cleaning	51
8.02 Removal of Trash	51
8.03 Maintenance and Repair	52
8.04 Failure to Maintain	52

8.05 Environmental Recycling	53
8.06 Fire Protection and Safety Equipment	53
Article 9 – Assignment and Ownership	53
9.01 No Assignment	53
9.02 Ownership of the Concessionaire	53
9.03 Change of Control	53
9.04 Holdover	54
9.05 Transfer Fee On Sale or Assignment	54
Article 10 – Indemnification	54
10.01 Indemnification Required of Concessionaire	54
Article 11 – Insurance	55
11.01 Insurance Required of Concessionaire	55
11.02 Certificate of Continuity	56
11.03 Insurance Company Rating Requirements	56
11.04 Concessionaire Liable	56
11.05 Cancellation of Insurance or Bonds	56
11.06 Right to Examine	56
11.07 Personal Property	57
11.08 Survival of Provisions	57
11.09 Indemnification, Construction Bonds, and Insurance Required	57
Article 12 – Default and Termination by County	60
12.01 Events of Default	60
12.02 Payment Default	61
12.03 Other Defaults	61
12.04 Habitual Default	61
12.05 Notice of Default and Opportunity to Cure	62
12.06 Unamortized Investment Extinguished	62
12.07 Termination for Abandonment	62
12.08 Termination for Cause	62
12.09 Termination for Convenience	63
12.10 Adequate Assurances	63
12.11 Actions at Termination	63
Article 13 – Claims and Termination by Concessionaire	64
13.01 Administrative Claim Procedures	64
13.02 Termination by Concessionaire	65
Article 14 – Airport Concession Disadvantaged Business Enterprise	65
14.01 ACDBE Requirements	65
14.02 Affirmative Action and Airport Concession Disadvantaged Business Enterprise Programs	65
Article 15 – Rules, Regulations and Permits	66
15.01 Rules and Regulations	66

15.02 Violations of Rules and Regulations	67
15.03 Permits and Licenses	67
15.04 Intentionally Omitted	67
15.05 Labor Peace Requirement–Resolution No. R-148-07	67
15.06 Living Wage	67
15.07 Miami-Dade Aviation Department Operational Directives	68
15.08 Not Used	68
 Article 16 – Governing Law	 68
16.01 Governing Law; Venue	68
16.02 Notice of Commencement of Civil Action	69
16.03 Registered Office/Agent Jurisdiction	69
 Article 17 – Trust Agreement	 69
17.01 Incorporation of Trust Agreement by Reference	69
17.02 Adjustment of Terms and Conditions	69
17.03 Inspections	70
17.04 Independent Private Sector Inspector General Review	70
17.05 Miami-Dade County Inspector General Review	70
 Article 18 – Other Provisions	 71
18.01 Payment of Taxes	71
18.02 Alterations by Concessionaire	71
18.03 Rights to be Exercised by Department	72
18.04 Administrative Modifications	72
18.05 Security	72
18.06 Rights of Department at Airport	72
18.07 Other Department Rights	72
18.08 Federal Subordination	72
18.09 Notices	72
18.10 Severability	73
18.11 Rights Reserved to Department	73
18.12 County Lien	73
18.13 Authorized Uses Only	73
18.14 No Waiver	74
18.15 Secured Areas/Airfield Operations Area (AOA) Sterile Areas Security	74
18.16 Intent of Agreement	76
18.17 Modifications	76
18.18 Radon Disclosure	76
18.19 Trademarks and Licenses	76
18.20 Headings	77
18.21 Binding Effect	77
18.22 Governmental Department	77
18.23 Independent Contractor	77
18.24 Other Liens	77
18.25 First Source Hiring Referral Program (“FSHRP”)	78
18.26 Right to Regulate	78

Article 19 – Not Used (Sub-Leases)	78
Article 20 – Waiver of Claims	78
Article 21 – Required, General and Miscellaneous Provisions	79
21.01 Agreements with State of Florida and Miami-Dade County	79
21.02 Right to Amend	80
21.03 Concessionaire Covenants and Assurances	80
21.04 Right to Modify	82
21.05 Tax Exempt Status of Department Revenue Bonds	82
21.06 Remedies	82
21.07 Regulations of Department	82
21.08 Interest	82
21.09 Miscellaneous Provisions	83
21.10 Force Majeure	84
21.11 Aspirational Policy Regarding Diversity and Employability	84
21.12 Public Records and Contracts for Services Performed on Behalf of Miami-Dade County	85
21.13 Entire Agreement	85
21.14 FAA Special Provisions	85
21.15 U.S. Soccer Federation 2026 World Cup	88
21.16 Supplier/Vendor Registration/Conflict of Interest	89
21.17 Not Used (County User Access Program (UAP))	90
21.18 Prohibition Against Governmental Entity Contracts with Common Carrier or Contracted Carrier	90
21.19 Cybersecurity and Information Technology Procurement and Protection Program	90
21.20 Verification of Employment Eligibility (E-Verify)	91
21.21 Order of Precedence	92
Signature Page	93

Attachments

Exhibit A: Location	
Exhibit B: Scope of Services	
Exhibit C: Surety Performance and Payment Bond	
Exhibit D: Payment Security (Lease Guarantee Bond)	
Exhibit E: Central Terminal Retail Concessions Design Guidelines (link provided)	
Exhibit F: Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N) and Tenant Airport Construction Reimbursable Procedures (TAC-R) (links provided)	
Exhibit G: Independent Audit Report	
Exhibit H: Executed Affidavits and Condition of Award Certificates (from Concessionaire)	
Exhibit I: Monthly Report of Gross Revenues	
Exhibit J: TSA Prohibited Items (link provided)	
Exhibit K: Tenant Handbook (link provided)	
Exhibit L: Standards of Operations Exhibit L has been consolidated into Exhibit K Tenant Handbook)	
Exhibit M: Signed Labor Peace Agreement (from Concessionaire)	
Exhibit N: Implementing Order 3-58 – First Source Hiring Referral Program (link provided)	

Exhibit O: Common Carrier or Contracted Carrier Attestation Form (if applicable)

Exhibit P: Location Investment

Exhibit Q: Concessions Category Percentage Fee

Exhibit R: Government Delay Deadlines.

Exhibit S: Concessions Category Percentage Fee Minimums

Appendix I - Airport Concession Disadvantaged Business Enterprise Participation Plan/ Provision and Schedules 1 through 8

DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended.

The term “**ACDBELO**” shall mean Airport Concession Disadvantaged Business Enterprise Liaison Office, Associate Aviation Director, Minority Affairs Division, Miami-Dade Aviation Department.

The term “**Agreement**” shall mean this Lease and Concession Agreement including all exhibits and attachments thereto and a part thereof entered into by the County and the Concessionaire.

The term “**Airport**” shall mean Miami International Airport.

The terms “**Airport Concession Disadvantaged Business Enterprises**” or “**ACDBE**” shall have the meaning ascribed in Article 14 entitled “Airport Concession Disadvantaged Business Enterprises”.

The term “**AS IS**” shall mean that the Concessionaire will receive a Location that is not in a “prepared shell” (vanilla box) condition. Assumption of an AS IS space may include a demolition phase in the project.

The terms “**Aviation Director**” or “**Director**” shall mean the Director of the Miami-Dade Aviation Department or his or her designee.

The term “**Base Building Work**” shall mean the sub-flooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures, and fixtures which the County installs or causes to be installed in the terminal building.

The term “**Beneficial Occupancy**” shall mean the date the Location ready to open for business, or when a Temporary Certificate of Occupancy or Certificate of Occupancy has been issued.

The term “**Board**” shall mean Board of County Commissioners of Miami-Dade County.

The term “**Central Terminal**” shall refer to the area of the terminal building and concourses, within the central part of the terminal area, landside, or airside, which is known as Concourses E, F and G.

The term “**Code**” shall mean the Code of Miami-Dade County, Florida.

The term “**Common Logistics Fee**” shall mean an amount to be invoiced as a separate line item and collected from the Concessionaire for the purpose of reimbursing, without profit or administrative markup, a County imposed or approved logistics program which the Concessionaire may be reimbursed for actual out-of-pocket expenses incurred excluding any administrative overhead in order to lease off-Airport properties for storage or operate on the Airport and operating a common logistical support service as may be necessary for the efficient operation of the Retail Program. The Concessionaire will implement an equitable and reasonable formula to calculate and allocate this fee among relevant Sub-tenants (if applicable).

The term “**Common Logistics Program**” shall mean a program to offer logistics support either on or off

Airport which may include leasing of Airport property for storage, delivery services or equipment necessary to the operation of a common logistics system.

The term “**Concessionaire**” shall mean the person, firm, or entity that enters into this Lease and Concession Agreement with the County.

The term “**County**” shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida.

The term “**Date of Execution**” shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee, after attestation by the Clerk of the Board.

The term “**Days**” shall mean calendar days, unless specifically stated as other.

The terms “**Department**” or “**MDAD**” shall mean the Miami-Dade Aviation Department. Wherein in this Solicitation document, rights are reserved to the County, MDAD may exercise such rights.

The term “**Enplanement**” shall mean airline passenger(s) who departs MIA from the North Terminal, Central or South Terminal to a destination including international and domestic travelers.

The term “**Gross Revenues**” shall mean all monies paid or payable to or consideration of determinable value received by the Concessionaire in operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash, credit or rebate basis or in consideration of any other thing of value; provided, however, that the term “Gross Revenues” shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, or (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan, or (iii) any sums collected for any Federal, State, County and municipal taxes imposed by law upon the sale of merchandise or services, or taxes imposed by law, which are separately stated to and actually paid by a customer and directly payable by the Concessionaire to a taxing authority and sales refunds.

The term “**Lease Effective Date**” shall mean the tenth (10th) business day after the date of execution by the Mayor and attestation by the Clerk of the Board of the Lease and Concession Agreement.

The term “**Living Wage**” shall mean those wages paid to the Concessionaires employees pursuant to Section 2-8.9 of the Code of Miami-Dade County, and Administrative Order No. 3-30, as amended. The Concessionaire shall also ensure that its subcontractors comply with the order in respect to their employees.

AGREEMENT SPECIFIC DEFINITIONS AS APPLICABLE

PRIMARY CATEGORY: FOOD & BEVERAGE

Sub-Category: Bar/Lounge

Bars and lounges offer either a general and wide variety of alcoholic beverages (and limited non-alcoholic beverages) or specialize in specific categories of alcohol. Typically, these concepts also offer a limited menu of food items, including appetizer-style, small-plate food items, snacks, and made-to-order sandwiches that complement the beverage menu.

Type

Wine Bar—Wine bars offer a wide selection of wines by the glass or bottle, featuring representative local and/or regional brands as available. Wine bars may also incorporate the retail sale of wine, accessories, and associated specialty retail items where allowed. Very limited selections of specialty and craft beers, including representative regional brands, may also be offered.

Craft Breweries/Taprooms—Craft breweries/taprooms primarily feature local and regional craft beers on tap and in bottles/cans, along with a limited selection of national and international beer brands. A wide variety of beer types should be available, along with a limited selection of other alcoholic beverages where allowed.

Craft Cocktails Bar—Cocktail bars specialize in unique hand-crafted cocktail drinks made from craft spirits, emphasizing cocktails made from spirits sourced from, or representative of, the local region. A variety of craft liquors/spirits-based cocktails should be available, along with a very limited selection of other alcoholic beverages, including representative regional brands as available.

Craft Spirits/Distilleries—Craft Spirits/Distilleries generally feature a specific type of spirit and offer tastings, such as bourbon, vodka, scotch, tequila, etc. They primarily feature locally or regionally sourced craft spirits and typically offer a limited menu of hand-crafted cocktails showcasing their featured spirit.

Sub-Category: Coffee/Bakery Café

Generally, the Coffee concept features a national coffee/café brand or local coffee roaster or bakery. It provides an expanded coffee and tea drink assortment, including gourmet crafted coffee and espresso beverages (such as lattes and cappuccino). These locations may also offer a variety of other beverages, such as juices, smoothies, soft drinks, etc. Coffee concepts may also provide pastries to accompany the featured beverages and, if space permits, may provide freshly prepared sandwiches, breads, salads, or desserts served for immediate consumption or in take-away packaging. Fresh and pre-packaged single-serving “grab ‘n go” food items, including sandwiches, salads, produce, pastries, cereal, snacks, and yogurts, may also be offered. Spaces should be designed to accommodate seating and queuing where possible.

Sub-Category: Quick Service Restaurant (QSR)

A quick-service restaurant is a food establishment that provides fast, efficient, and affordable meals primarily for takeout. Customers may order and pay at a counter (or kiosk) and may typically consume their food off-premises or, where space permits, within the location’s seating area. Menu items should ideally cater to all-day parts (breakfast, lunch, and dinner), offer diverse options, including healthy choices, and may specialize in a particular food category (e.g., burgers, chicken, ethnic cuisines, etc.). Food is prepared to order, and some “grab-n-go” items may also be available. Spaces should be designed to accommodate seating and queuing where possible.

Sub-Category: Casual & Fine Dining (Full Service)

Full-service concepts are sit-down establishments where customers are seated and served by wait staff. Generally, full-service concepts feature designated bar areas offering a full complement and variety of alcoholic beverages, including wine by the glass or bottle. Alcohol sales and consumption are limited to the Premises. Full-service restaurants at airports feature menus covering all day parts.

Type

Casual Dining—Casual Dining concepts offer customers a moderately priced, full-service dining experience where customers are seated and served by wait staff with higher-quality meals than

quick service and most fast-casual restaurants. Often, casual dining concepts at airports feature take-out counters that allow passengers to purchase freshly prepared foods and non-alcoholic beverages to go. Takeout items must be consistent with the restaurant's menu and brand. Generally, these concepts also feature designated bar areas offering a full complement and variety of alcoholic beverages.

Fine Dining—Fine Dining concepts offer a more upscale and enhanced full-service experience than casual dining. They offer unique and (often) higher-priced menu options and a wider variety of premium alcoholic beverages. The décor and ambiance of fine dining establishments reflect the enhanced level of service. While fine dining concepts may offer take-out service, dedicated take-out counters are not typical.

Sub-Category: Food Hall

A food hall has a communal dining area featuring a curated variety of regional/local fast-casual concepts and/or artisanal small food/beverage purveyors. It provides travelers with diverse food options in a shared space, allowing groups to enjoy different cuisines. The food hall emphasizes a cohesive, often elevated design and offers shared, open seating and communal tables. The food hall concepts should offer menu options that capture all dayparts, including breakfast.

Sub-Category: Fast-Casual

Fast casual concepts typically offer made-to-order cuisine crafted from higher quality ingredients than Quick Service Restaurants. Often, customers have the option to customize their order, resulting in the availability of more complex and enhanced flavor profiles and combinations. Fast casual concepts offer self-service, counter-service, or limited-service (not full table service) options and often feature more upscale, uniquely styled seating areas.

Subcategory: Gourmet Market

Gourmet Markets are unique locations, offering a broad array of products, including retail, gourmet snacks, local gifts, and themed souvenirs, along with high-quality grab-and-go gourmet options such as fresh-made salads, or energy bowls, deli sandwiches, wraps, and/or soups. Any merchandise or items sold inside this lease space must be able to be purchased from any point of sale (POS) station within the location. The design of the space should establish groupings of product offerings while encompassing the variety under a single branded experience for passengers.

Sub-Category: Walk-Away Snack

The walk-away/snack type describes smaller concession locations where infrastructure does not support a full kitchen and/or onsite cooking. Service is at the counter purchase, and there is usually no seating unless available in an adjacent common-use area. A walk-away concept typically offers pre-packaged or quickly assembled, fresh foods such as salads, sandwiches, or wraps. A snack concept offers items such as, but not limited to, pretzels, pastries, popcorn, ice cream, smoothies, and treats such as fudge, chocolates, or cookies. Snacks are typically single-serving items for immediate consumption, though they may also be packaged for later. These concepts may also sell water and soft drinks.

PRIMARY CATEGORY: RETAIL

Sub-category: News/Convenience

News/Convenience locations provide a variety of travel essentials and last-minute necessities for passengers. Product offerings include reading materials from magazines to best-seller books. These locations primarily provide convenience items for travel, such as travel pillows, luggage accessories, over-the-counter medications, health & beauty aids, and sundries, along with pre-packaged foods and beverages,

including bottled water, juices, and sodas, as well as candy, gum, and mints. An assortment of retail items such as electronic accessories such as batteries, chargers, headphones and earbuds, wall chargers, and cables are common. Where space permits, gift items such as t-shirts, sweatshirts, hats, socks, and other local gifts can be available. Product mix and space allocation within the store should be aware of adjacent concession locations and minimize possible cannibalization of sales.

Sub-category: Specialty Retail

Specialty retail stores are focused on specific product categories that do not include news and convenience items. Locations may feature a single brand of products (i.e., Chanel, Apple), a category of products (i.e., electronics, luggage), or a theme of products (i.e., local gifts, sports team specific). Typical airport specialty retail includes electronics, souvenirs, apparel and accessories, jewelry, health and beauty products, and toys.

Sub-category: Duty-Free/Duty-Paid

These locations are stores wherein products may be purchased either tax-free if a product is being transported outside of the United States or purchased with sales tax for customers traveling domestically or airport employees. Product categories may include, but are not limited to, fragrances, beauty, alcohol, tobacco products, confections, and luxury goods. Optional items may include regional gifts, souvenirs, prepackaged gourmet foods, and fashion apparel and accessories. The store design generally represents higher-end locations and features luxury international brands appealing to domestic and international passengers.

BRAND/BRANDING

International

An international food and beverage concept is typically a brand recognized and operating in multiple countries around the world. These brands are often large, well-established companies with a global presence, offering familiar and consistent products and services to travelers from various backgrounds.

Examples: McDonald's, Starbucks, Subway, Pret A Manger, Chanel, Nike.

National

Most travelers recognize a nationally branded food or beverage concept across the United States. These established brands offer consistent product quality, customer service, and standard pricing across their locations, providing travelers with a familiar experience. A brand with a majority of its locations in airports or travel plazas shall not be considered a national brand.

Examples: , Dunkin', Shake Shack, Panda Express, Olive Garden, Tumi, Pandora

Regional/Local

A locally branded food or beverage concept reflects the character of the surrounding metropolitan area by offering high-quality products and exemplary customer service. These brands are typically smaller businesses rooted in the local community. They showcase distinctive regional cuisine or products to give travelers a sense of the region's culinary uniqueness. Often family-owned and deeply connected to their communities, these establishments serve as culinary ambassadors, introducing travelers to the region's unique flavors and traditions. Concepts may also be representative of a local celebrity, sports team, or venue. . A brand with a majority of its locations in airports or travel plazas shall not be considered a national brand.

Examples: Panther Coffee, El Rey De Las Fritas, Chicken Kitchen, Salty Donut, Café Versailles, La Carretta

Airport

An airport brand is only or primarily found in airports or similar venues. These brands fill a niche that may be unique to traveling passengers.

Examples: InMotion Entertainment,

Proprietary

A proprietary brand may fall into any of the above categories but is exclusive to a single operator. While the brand may be franchised or otherwise operated by a partner, only the entity owning the brand can provide it to the airport.

Examples: NewsLink, Xpress Spa

For Food and Beverage locations, a new concept that reflects the involvement of a particular chef or restaurateur (i.e., Gordon Ramsey, Kristin Kish, Wolfgang Puck, Jose Andres, Norman Van Aken, etc) shall be considered international/national/regional based on the media presence and name recognition of the individual. Similarly, and solely with respect to a Bar/Lounge, a bar/lounge sponsored by a particular alcohol brand shall be considered as international/regional/local based on the media presence and name recognition of the brand. A Food and Beverage location shall not be considered as international or national if it is named after or based around a famous dish (i.e., a stone crab restaurant proffered for the airport, with no corresponding pre-existing physical location(s) outside the airport, shall not be considered a “national” brand, notwithstanding the fact that stone crabs are nationally associated with South Florida.)

**AMENDED AND RESTATED LEASE AND CONCESSION AGREEMENT
FOR NON-EXCLUSIVE RETAIL AND FOOD & BEVERAGE CONCESSIONS AT
MIAMI INTERNATIONAL AIRPORT**

THIS LEASE AND CONCESSION AGREEMENT (this “Agreement”) is made and entered into as of the Lease Effective Date (as hereinafter defined) by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) and [CONCESSIONAIRE NAME] (“Concessionaire”), a _____ authorized to do business in the State of Florida.

RECITALS:

WHEREAS the County is the owner of and operates Miami International Airport (the “Airport”) through the County’s Miami-Dade Aviation Department (the “Department” or “MDAD”); and

WHEREAS the concessions program is designed to provide a local, regional, national, and international recognized themed tenant base; and

WHEREAS the Miami International Airport’s Retail and Food & Beverage Concession Program will enhance the accommodation and conveniences of airline passengers and Airport patrons, and project a positive image of the Airport Department, and the County to visitors, as further described herein; and

WHEREAS, the Concessionaire is a party to that existing agreement referred to as (NAME), executed (DATE), as amended (the “Amended Original Agreement”); and

WHEREAS, the Locations (as hereinafter defined) are subject to the Amended Original Agreement;

WHEREAS, the County desires to lease the Locations to the Concessionaire under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 – TERM, EXTENSION AND LOCATION

1.01 TERM: The Department hereby leases to the Concessionaire all the Location(s) set forth in Exhibit A, commencing upon the execution and delivery of this Agreement by the parties (the “Lease Effective Date”) and expiring 12 years after the end of the Amended Original Agreement’s term (the “Original Lease Expiration Date”), except that in the event that the Original Lease Expiration Date occurs after December 31, 2029, the Original Lease Expiration Date shall be December 31, 2029 and the term shall not run past Dec 31, 2041, subject to the three year extension provided for below, provided though that if the County or the Airport, during the Term, awards any future Concessionaire a lease and concession agreement with an awarded base term of over nine years, exclusive of any construction period, then the Term of this Agreement shall be extended without need for any further action or approval; the term of such extension to be the difference between the awarded base

term of such other agreement minus nine (9) minus any additional extensions granted the Concessionaire as provided for below based on additional investment. This Agreement may only be extended once in such manner. The Agreement is subject to subsequent long term lease approval by the Federal Aviation Administration (FAA); in the event that the FAA determines that this lease is (1) both a long-term exclusive lease and (2) such lease is not approved by the FAA, the term of this Lease shall be deemed to be the greater of (a) the Original Expiration Date, or (b) five years from the Lease Effective Date, or (c) the maximum term extension, if any, permitted by the FAA not to exceed the number of years specified in the first sentence of this **Sub-Article 1.01**; provided that in the event of such FAA determination, and solely with respect to Locations which have begun new construction pursuant to the schedules as shown on Exhibit P, the Department, at the end of the Term, will reimburse Concessionaire for the unamortized direct investment made to such Locations based upon a monthly straight line amortization period equal to twelve years, or 13 years if the concessionaire made an additional 110% investment, or 14 years if the concessionaire made an additional 120% investment, or; this payment shall be the sole amount due Concessionaire in such instance, and Concessionaire shall have no additional claims for direct or indirect damages of any kind, or for loss of opportunity, carrying costs, costs of money, or costs related to inflation. Amortization shall be of the costs specified in Article 4.09, and shall be based on audited statements as provided for in Article 4.08. There shall be no reimbursement for spaces for which construction pursuant to the schedules as shown on Exhibit P has not begun as of the date of the FAA notice. (The term of this Agreement as defined in this **Sub-Article 1.01** is hereinafter referred to as the "Term"). In no event shall this Agreement afford Concessionaire or any other party any right to use or occupy the Location(s) (or any part thereof) after the expiration or termination of this Agreement.

This Agreement shall automatically without further action or approval be extended for up to an additional three (3) years, as follows: for each ten percent invested over the total investment amount as listed in Article 4.00 during the design and construction period the term shall be extended for one additional year, up to a maximum of three years. For example, if the total investment required in this Agreement were \$100, there would be no 3-year extension unless the Concessionaire invested at least \$130; if the concessionaire invested \$110, it would be entitled to a one year extension. No extension shall exist unless the additional investment is achieved as part of the investment required pursuant to Article 4.00; for the avoidance of doubt, mid-term refurbishment, or monies invested into locations after issuance of a Certification of Occupancy, shall not be count towards achieving this metric.

1.02 NOT USED (EXTENSION)

1.03 LOCATION(S): The Department hereby leases to the Concessionaire all the Location(s) as depicted in Exhibit A, Location.

1.04 SUPPORT / STORAGE SPACE: In addition to the Location(s) provided to the Concessionaire in **Sub-Article 1.03 "Location(s),"** the Department may provide Support Space to the Concessionaire. The provision of the Support Space is at the sole discretion of MDAD, and MDAD does not guarantee that Support Space is available, or if available, is suitable for the needs of the Concessionaire. Lack of Support Space shall not excuse the Concessionaire from its obligations under this Agreement. The Concessionaire shall pay

through a separate agreement monthly rental payments for the support/storage space as provided for in **Sub-Article 3.06 “Annual Rent”** and **Sub-Article 3.09 “Annual Rental Rate Adjustment”**.

1.05 NOT USED (STORAGE SPACE):

1.06 COMMON WAREHOUSE SYSTEM: Due to the fact that storage space is limited in this Agreement and such space is separate from the Location(s), should the Concessionaire determine, in its sole discretion, the need to use off-Airport properties for storage space, the Concessionaire shall be entitled through itself, or through an independent third-party contractor, to operate a common logistical support service with respect to the delivery and storage of Sub-tenants’ merchandise, inventory, equipment and supplies to a central commissary warehouse location off of the Airport and the re-delivery of Sub-tenants’ merchandise, inventory, equipment and supplies to each of the Sub-tenants’ Location at the Airport as approved by the Department. The Department may elect to initiate a Common Logistics Program to assist in storage, delivery equipment and supplies in which case a Common Logistics Fee may be assessed to Concessionaire.

In the event of a Department initiated Common Logistics Program, the actual costs incurred to rent any such off-Airport properties for storage and/or the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of equipment needed to operate such program), as may be determined by the Department from time to time, shall be included in the Common Logistics Fee. The Common Logistics Fee shall be reimbursed to the Concessionaire by its Sub-tenants on a non-discriminatory basis for all similarly situated Sub-tenants. The Concessionaire shall not be entitled to charge Sub-tenants for any of the Concessionaire’s internal administrative expenses in managing the common logistical support service program as part of the Common Logistics Fee. All funds received by Concessionaire as part Common Logistics Fee shall not be included in Concessionaire’s Gross Revenues for any and all purposes of this Agreement. It is recognized by the Department that any such payments by Sub-tenants to the Concessionaire shall not be included in the calculation of the Percentage Fee, if any, from Concessionaire to the Department as provided for in **Sub-Article 3.0 “Percentage Fee to the Department”**. The Department reserves the right to review the basis of the actual costs and allocation thereof should the Concessionaire elect to implement a common logistics support service program. The Department also reserves the right to approve such program and require that the Concessionaire impose the Common Logistics Fee in a non-discriminatory manner.

1.07 DELETIONS AND MODIFICATION OF LOCATIONS: This Agreement may be administratively revised to reflect any additions, deletions, or modifications to the Location(s) pursuant to the provisions herein. Such revisions, if any, will include revised exhibits and appropriate changes to the Locations in **Sub-Articles 1.03 “Locations”, and 1.04 “Support /Storage Space”** and total payments due the Department in accordance with **Article 3, “Rentals, Payments and Reports”** and **Article 2 “Use of Locations”**.

A. NOT USED (ADDITION OF TEMPORARY LOCATIONS:

B. ADDITION OF LOCATIONS: If at any time after the Lease Effective Date, the

Department, at its sole discretion, identifies any additional locations for concession development, the Department may, but is not required to, offer such additional location to the Concessionaire upon written notification. The Concessionaire will have thirty (30) days to submit a written response accepting or rejecting the additional location as a Location under this Agreement. Acceptance of any additional Location will require the Department and the Concessionaire to mutually agree upon any applicable retail category as described in the applicable category percentage fee, **Sub-Article 3.04, "Concessions Category Percentage Fee,"** prior to final approval.

- C. DELETION OR MODIFICATION OF LOCATION:** The Department reserves the right, at its sole discretion, to delete or modify any of the Locations, or any administrative support and storage spaces due to Airport development/construction, operational necessity, and security or safety considerations. In the event of such deletion or modification the Concessionaire shall be given no less than: (i) thirty (30) Days written notice, for such deletion or modification due to operational necessity, and security or safety considerations; and (ii) sixty (60) Days written notice, for such deletion or modification due to development/construction.

The Department shall not be held liable to the Concessionaire except for reimbursement of the unamortized costs, pursuant to **Sub-Article 4.09 "Amortization Schedule"** for any inconvenience or loss of business as a result of the deletion or modification of any Location or other space pursuant to this Sub-Article.

- 1.08 NON-EXCLUSIVITY:** This Agreement is non-exclusive in character and in no way prevents the Department from entering into an agreement with any other parties for the sale or offering of competitive services, products, or items by other Concessionaires and/or others in other locations at the Airport during the Term, and any extension of this Agreement.
- 1.09 CONDITION OF THE LOCATION: CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS LEASING ALL LOCATIONS TO THE CONCESSIONAIRE ON AN "AS IS" BASIS AND THAT THE CONCESSIONAIRE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE DEPARTMENT OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THOSE LOCATION** including: (i) the quality, nature, adequacy and physical condition and aspects of the Location, including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Location; (iii) the development potential of the Location, the use of the Location, and the habitability, merchantability, or fitness, suitability, value or adequacy of the Location for any particular purpose; (iv) the zoning or other legal status of the Location or any other public or private restrictions on use of the Location; (v) the compliance of the Location or its operation with any applicable laws, regulations, statutes, ordinances, codes, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vi) the presence of hazardous materials or industrial wastes on, under or about the Location; (vii) the quality of any labor and materials used in any improvements on the Location; (viii) the condition of title to the Location; (ix) the agreements affecting the Location; and (x) the Proposal submitted by Concessionaire to the Department, including any statements relating to the potential profitability of such Proposal. Concessionaire represents and warrants that it has

made an independent investigation of all aspects of its Proposal contemplated by this Agreement. Except as specifically provided in this Agreement, the Concessionaire has satisfied itself as to such suitability and other pertinent matters by the Concessionaire's own inquiries and tests into all matters relevant in determining whether to enter into this Agreement. The Concessionaire accepts the Location in their existing condition, and hereby expressly agrees that if any remediation or restoration is required in order to conform the Location to the requirements of applicable law, the Concessionaire assumes sole responsibility for any such work.

Without limiting the preceding, the Concessionaire is additionally advised that the passenger traffic, terminal utilization, and airline locations at Miami International Airport may change over the course of this Agreement. The County shall not be liable for any decrease in profitability or increase in costs to Concessionaire on account of same, nor shall such causes relieve Concessionaire of its obligations under this Agreement.

- 1.10 CAPITAL IMPROVEMENT PROGRAM:** The Capital Improvement Program (CIP) involves the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Location, and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Location, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM AND ANY EXTENSION OF THIS AGREEMENT.** The Department shall use reasonable efforts to minimize the physical impacts of construction occurring within 50 feet of a Location, but does not warrant or guarantee a minimum level of concession operations during the CIP.
- 1.11 ADDITIONAL CONCESSION DEVELOPMENT:** Concessionaire understands that the Department has the unilateral right to and may engage additional concessionaires during the term of this Agreement, including concessionaires providing goods and services similar to those provided by Concessionaire, and potentially including competing concessions near to Locations authorized in this Agreement. The County shall not be liable for any decrease in profitability or increase in costs to Concessionaire on account of same, nor shall such causes relieve Concessionaire of its obligations under this Agreement.
- 1.12 CONCESSION CONCEPTS:** Concessionaire shall finance, install, manage and operate the concepts, and provide the class of goods and services, as described and agreed to on Exhibit P. Concessionaire shall not alter or discontinue such concept, provide additional materially differing services or goods, or provide a materially differing quality of services or goods from the Location, except as expressly authorized by the MDAD Director in writing. In the event that the County determines, in its sole and absolute discretion, that an unauthorized product or service is being provided at a Location, the Concessionaire shall immediately discontinue provision of such product or service following notice by the County, and the Concessionaire shall be solely responsible for all costs incurred to provide such unauthorized goods or services and for removing same, without limitation. The parties may mutually authorize changes to Exhibit P in the event New Concepts are evaluated and approved per **Sub-Article 2.04 "New Concepts"** below.

- 1.13 SENSE OF PLACE:** The Concessionaire shall use reasonable efforts to ensure that concession concepts and product offerings reflect the unique local attributes and culture of Miami-Dade County and South Florida.

ARTICLE 2 – USE OF LOCATION

- 2.01 LOCATION:** The Location as referenced in Exhibit A, shall be used solely for their assigned and approved concept category, unless otherwise modified pursuant to **Sub-Article 2.04. “New Concepts”**. Failure to maintain the concept category pursuant to **Article 2 “Use of Location”** may result in Damages as indicated in **Sub-Article 3.23 “Damages”**.
- 2.02 USE OF LOCATION:** The Concessionaire shall have the right, privilege, and obligation to develop, lease, market, manage, operate and maintain the Location, depicted in Exhibit A, for the purpose of establishing high quality, state of the art concessions as approved by the Department, in compliance with all applicable laws, rules, and regulations. If Concessionaire is in violation of any law, rule, or regulation, the County may require Concessionaire to comply with same, irrespective of the failure of an Authority Having Jurisdiction to issue a citation, notice to cure, or other advisory document.
- 2.03 CONCESSIONAIRE SERVICES AND SALES RIGHTS:** The Concessionaire shall not allow any services or the sale of any item or product not specifically covered by the categories approved in this Agreement. Any such sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, may constitute a violation. In the event of such violation, the Concessionaire shall discontinue or cause its Sub-tenants to discontinue the sale or service of the unapproved product, upon written notice from the Department. Failure by Concessionaire to discontinue such sales within twenty-four (24) hours shall subject the Concessionaire to Damages pursuant to **Sub-Article 3.23 “Damages”**.
- 2.04 NEW CONCEPTS:** The Concessionaire and the Department may modify, by mutual agreement certain concepts within the established categories and among the Location(s). Pursuant to **Sub-Article 5.03, “Department Right to Monitor Performance,” “C. Remediation Plan,”** the Department may discuss with the Concessionaire the replacement of underperforming concept(s). The proposed new concept as agreed to by the Department and the Concessionaire will be reflected in a revised Exhibit A, a revised Percentage Fee as applicable for the category as provided for in **Article 3 “Rentals, Payments and Reports”**, and a revised **Article 2 “Use of Location(s)”**.
- 2.05 SCOPE OF SERVICES:** Concessionaire shall provide the services listed on the attached Exhibit B and as otherwise provided for herein.
- 2.06 NOT USED (ANNUAL MARKETING PLAN SUBMISSION)**
- 2.07 PROHIBITED ACTIVITIES:** Without limiting any other provision herein, Concessionaire shall not, without the prior written consent of the Department which may be withheld in its sole and absolute discretion: (a) advertise or hold any distress, fire, or bankruptcy sales, (b) cause or permit anything to be done, in or about the Location, or bring

or keep anything thereon which might (i) increase in any way the rate of fire insurance on the MIA terminal building or any of its contents, (ii) create a nuisance or annoyance or safety hazard, or (iii) obstruct or interfere with the rights of others in the MIA terminal building; (c) commit or suffer to be committed any waste upon the Location; (d) use, or allow the Location to be used, for any improper or unlawful purpose; (e) do or permit to be done anything in any way tending to injure the reputation of the Department, the County, the Board of County Commissioners, or the appearance of the Airport; or (f) construct any improvement on or attach any equipment to the roof of the Airport; or utilize or permit the utilization of the Location in any manner inconsistent with any security regulation of the County, State, or Federal governments. Except as required to permit Concessionaire or its Sub-tenants to perform its maintenance and repair obligations under this Agreement, Concessionaire (or its Sub-tenants, where applicable) shall not gain access to the roof of the MIA terminal building without the consent of the Department, which may be withheld in the Department's sole and absolute discretion.

ARTICLE 3 – RENTALS, PAYMENTS, AND REPORTS

3.01 NOT USED (MINIMUM ANNUAL GUARANTEE):

3.02 NO NEGOTIATIONS OR ADMINISTRATIVE MODIFICATIONS:

(a) The Concessionaire understands and agrees, as a condition precedent to the County's award of the Locations under this Agreement, that the terms and conditions of **Sub-Article 3.03 "Percentage Fee to the Department"** are not subject to negotiation or adjustment for any reason, including, but not necessarily limited to, airport construction, airline relocation, airline bankruptcies, change in airline service, and the like, nor shall the County be liable for any reduction in sales or disruptions or delays caused in whole or in part by any of the foregoing at any time during the Term, and any extension of this Agreement. Notwithstanding, and solely in the event of Force Majeure as defined herein, Concessionaire's obligations may be waived for the duration of the event.

(b) If the Concessionaire's Locations are so damaged as to significantly impact the Concessionaire's operations for a period in excess of seventy-two (72) hours, and if the Concessionaire is not responsible, in whole or part, for such damage, the Department shall provide a proportionate abatement of the Rent for that portion of the Location rendered unusable for that period of time that the County is unable to make repairs required by **Sub-Article 6.01 "Department Services"**.

3.03 PERCENTAGE FEE TO THE DEPARTMENT:

- (1) The Concessionaire shall pay the Department the total percentage fee of Gross Revenues or the prevailing Class VI Terminal rental rates for the lease of the Location(s), whichever is greater, for each respective Concept Category as reflected in **Sub-Article 3.05, "Concessions Category Percentage Fee"**. The monthly percentage fee shall be due on the tenth (10th) Day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

Monthly Percentage Fee payments to the Department payable on any unreported Gross Revenues, determined by the annual audit required pursuant to **Sub-Article 3.21 "Annual**

Audit", are considered as having been due on the tenth (10th) Day of the month following the month during which the unreported Gross Revenues were received or accrued.

The monthly Percentage Fee payments to the Department shall be suspended for a Location once construction work on such Location, as specified on Exhibit P, begins and shall recommence upon the earlier of Beneficial Occupancy of or issuance of a Temporary Certificate of Occupancy for the Location. For the purposes of this section, construction work shall not include design or permitting but instead construction activity performed by licensed contractors which prevents use of the Location for commercial purposes.

To the extent the Concessionaire and the Department mutually agree to change a concept category for a particular Location, then the corresponding percentage fee, as listed per category in **Sub-Article 3.05, "Concessions Category Percentage Fee,"** will be adjusted accordingly.

- (2) **Commencing on October 1, 2028, the percentage fee per category as listed on Exhibit Q, for each concessionaire who is paying a lesser percentage of gross revenue than the minimums shown on Exhibit S, shall increase by one third of the difference between the Exhibit Q and Exhibit S amount (such increase to be no less than 1%), for the relevant concession category; for example, if the concessionaire were paying nine percent (9%) of gross revenues in a category on September 30th, 2028, and Exhibit S shows that the minimum for such category was 15%, the concessionaire shall pay eleven percent (11%) of gross revenues in such category effective as of October 1, 2028. The percentage fee per category will continue to increase by the originally calculated amount on each subsequent October 1st, until such times as the percentage fee paid by concessionaire per category reaches the minimums provided in Exhibit S. Upon reaching the minimums provided for in Exhibit S, there shall be no further increases in percentage fees per category except as may be otherwise provided for elsewhere in this Agreement. Where a concessionaire is currently paying a percentage of gross revenue for a concession category in excess of the minimums as shown on Exhibit S, the concessionaire shall continue to pay such greater percentage for the Term.**

3.04 NOT USED (RECALCULATION OF MINIMUM ANNUAL GUARANTEE)

- 3.05 CONCESSIONS CATEGORY PERCENTAGE FEE:** Concessionaire shall pay the Department the Percentage Fee for the corresponding categories, (i) as shown in Exhibit Q for any Locations operated by Concessionaire or subleased to an entity whose owners are exactly the same as the owners of the Concessionaire (a "Concessionaire Wholly Owned Affiliate"), and (ii) as reduced in **Sub-Article 3.08, "Concessionaire Compensation for Sub-tenant Services,"** for any Locations subleased to any sub-tenant that is not a Concessionaire Wholly Owned Affiliate.

- 3.06 ANNUAL RENT:** The Concessionaire shall be required to pay the prevailing Class VI Terminal rental rates of the Location (s), prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month.

The Concessionaire shall be required to pay through a separate agreement the prevailing Class VI Terminal rental rates for Support/Storage Space, which includes administrative space. Payments shall commence on the Beneficial Occupancy date.

- 3.07 RENT SUSPENSION:** Terminal Rent for individual locations shall be suspended once construction work on such Location, as specified on Exhibit P, begins and shall recommence upon the earlier of (1) issuance of a Temporary Certificate of Occupancy, (2) beneficial occupancy by the concessionaire, or (3), subject to adjustments for Force Majeure or Government Delay, the expiration of the construction period for such location. For the purposes of this section, construction work shall not include design or permitting but instead construction activity performed by licensed contractors which prevents use of the Location for commercial purposes.
- 3.08 CONCESSIONAIRE COMPENSATION FOR SUB-TENANT SERVICES:** In consideration for the services provided in this Agreement and instead of the Percentage Fees reflected in **Sub-Article 3.05, "Concessions Category Percentage Fee,"** Concessionaire will pay the County a Percentage Fee that is three percentage points less than the Percentage Fee reflected in **Sub-Article 3.05** for any Locations subleased by Concessionaire to its Sub-Tenants, excluding a Concessionaire Wholly Owned Affiliate (as defined in Sub-article 3.05) Concessionaire shall not enter into a sublease, excepting a sublease with a Wholly Owned Affiliate, without the prior written consent of the Director or his designee, which may be withheld in their sole and reasonable discretion. In addition, Concessionaire may not charge its Sub-tenants a percentage fee for the Sub-tenant's Location(s) more than the Concessionaire Percentage Fee for the concept category of such Location(s) reflected under **Sub-Article 3.05, "Concessions Category Percentage Fee."**
- 3.09 ANNUAL RENTAL RATE ADJUSTMENT:** On October 1st of each year of the Agreement, the prevailing Class VI Terminal rental rates, pursuant to **Sub-Article 3.06, "Annual Rental"**, applicable to the Location, support space and storage space rented hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners, as may be amended from time to time. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such adjusted rental rates, effective as of such October 1st date. Such adjusted rental rates shall be reflected by letter amendment. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten (10) Days of same.
- 3.10 COMMON WAREHOUSE LOGISTICS FEE:** In the event the Department initiates a Common Logistics Program, the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of any equipment needed to operate such program), as may be determined by the Department and/or Concessionaire from time to time, shall be included in the Common Logistics Fee. The Department reserves the right to approve and review the basis of the actual costs and allocation thereof should the Concessionaire elect in its sole discretion to implement the Department's Common Logistics Program. The Department also reserves the right to either itself impose or require that the Concessionaire impose the Common Logistics Fee in a non-discriminatory manner within store categories if Concessionaire adopts the Department's Common Logistics Program. In the event the County elects to implement such fee, the Concessionaire shall be notified, in writing, no less than one-hundred-eighty (180) Days prior to the implementation of such fee.
- 3.11 COMMON INFRASTRUCTURE REPAIR AND MAINTENANCE FEE (GREASE**

TRAPS / GREASE LINES): The Concessionaire shall pay annually one quarter (1/4) of one percent of the gross revenues from prepared food and beverage sales generated from locations that are connected to the Airport's grease traps/grease lines. The County shall be solely responsible at its sole cost and expense for maintaining the Airport's grease traps/grease lines. Locations that are not connected to the Airports grease traps (including Locations connected to existing independent grease traps permitted by DERM) shall be exempt from this fee, but Concessionaire shall be solely responsible for maintaining such grease traps not connected to the Airport's system in good working condition and in compliance with all regulations, at its sole cost and expense.

3.12 CONCESSION MARKETING FEE: A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening, on the tenth (10th) day of each month to be used for marketing the concessions at the Airport.

3.13 MOBILE APP PARTICIPATION: Food and Beverage Concessionaires shall be required to participate in the Departments food ordering mobile app program, as may be amended from time to time. Other non-food and beverage Concessionaires shall have the option to participate at their own discretion. Costs for hardware/software and implementation shall be paid by the Department through the Concession Marketing Fee; Concessionaire shall provide access to its systems and operations such that implementation can be achieved.

3.14 NOT USED (MAG PERFORMANCE BOND)

3.15 TAXES: The Concessionaire shall be solely responsible for the payment of all applicable taxes, levied upon the fees and other charges payable by the Concessionaire to the Department hereunder, whether or not the same shall have been billed or collected by the Department, together with any and all interest, Damages and charges levied thereon. The Concessionaire hereby agrees to indemnify the County and Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from the Concessionaire and remitted to the taxing authority by the Department, or the amounts, if any, paid directly by the Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and Damages payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.16 REPORTS OF GROSS REVENUES: On or before the tenth (10th) Day following the end of each month throughout the Term and any Extension of this Agreement, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, using Exhibit I "Monthly Report of Gross Revenues". The report shall list each Location under this Agreement, together with any percentage fee due to the Department pursuant to **Sub-Article 3.05 "Concessions Category Percentage Fee"**. The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time the form of reporting upon not less than thirty (30) days written notice to the Concessionaire. The statement must be signed by an officer (if the Concessionaire is a corporation or limited liability company), partner (if a partnership), or owner (if a sole proprietorship) of the Concessionaire and identify all Gross Revenues by Location reported to the Concessionaire during such month. Failure to provide the Monthly

Report of Gross Revenues by the tenth (10th) day shall result in late fee damage of One Hundred Dollars (\$100.00)per Day , as provided in **Sub- Article 3.26 “Liquidated Damages”**.

3.17 OTHER REPORTS: The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department, and the Department shall provide no less than thirty (30) days’ written notice of the format and frequency required for said financial data and operating statistics.

3.18 LATE PAYMENT: In the event the Concessionaire fails to make any payments as required to be paid under the provisions of this Agreement within ten (10) business days of the due date, delinquency charges established by the Board will be imposed. Such rate is currently 1½% delinquency charge per month.

3.19 DISHONORED CHECK OR DRAFT: In the event the Concessionaire delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS (\$25.00), if the face value of the dishonored check or draft is fifty dollars (\$50.00) or less, THIRTY DOLLARS (\$30.00) if the face value of the dishonored check or draft is more than fifty dollars (\$50.00) and less than three hundred dollars (\$300.00), or FORTY DOLLARS (\$40.00), if the face value of the dishonored check is three hundred dollars (\$300.00) or more, or five percent (5%) of the face value of such dishonored check or draft, whichever is greater, plus Damages imposed by law. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier’s checks or other means acceptable to the Department.

3.20 ADDRESS FOR PAYMENTS: The Concessionaire shall pay all monies payable and identify the Lease and Concession Agreement for which payment is made, as required by this Agreement, to the following:

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 592624
Miami, Florida 33152-6624

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD’s Finance Division, 305-876-7383.

By Online Payment: Via the MIA-Pay website (www.miami-airport.com) by setting up user and password with an accurate invoice number.

3.21 REVENUE CONTROL PROCEDURES: Notwithstanding anything to the contrary

contained herein, the Concessionaire shall comply with such revenue control procedures as may be established from time to time by the Department. The Department shall provide the Concessionaire with at least thirty (30) days prior written notice together with a copy of such revenue control procedures prior to requiring the Concessionaire to implement any such revenue control procedures.

3.22 ANNUAL AUDIT: Within one hundred and eighty (180) days of each anniversary of the Lease Effective Date of this Agreement and within one hundred and eighty (180) days following expiration or earlier termination of this Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of monthly Gross Revenues and percentage fees containing an opinion, prepared and attested to by an independent certified public accounting firm. The audited report, as detailed in **Exhibit G “Independent Audit Report”**, shall include a schedule of monthly Gross Revenues and percentage fees paid to the Department under this Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue, and internal controls, as well as significant matters under this Agreement. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Agreement for the period of examination. Each audit and examination shall cover the period of this Agreement. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department. If such schedules indicate that the percentage fees for such period audited have been underpaid, the Concessionaire shall submit payment therefore within forty-five (45) days after the completion of the reports to the Department at the address set forth in **Sub-Article 3.19 “Address for Payments”** together with interest on any underpaid percentage fees at the rate set forth in **Sub-Article 3.17 “Late Payment”**.

3.23 RIGHT TO AUDIT/INSPECT: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any locations on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational locations, in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with operation of this Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, and state sales tax returns, and work papers relating to operation of this Agreement, and other pertinent information as may be determined to be needed or desirable by the Department. Prior to entering any Location located on the Airport, the Department shall give advance notice to the Concessionaire.

If it is established that the percentage fees have been underpaid to the Department, the Concessionaire shall forthwith, pay the difference with interest thereon at the rate set forth in **Sub-Article 3.17 “Late Payment”** from the date such amount or amounts should have been paid.

Further, if such examination establishes that Concessionaire has underpaid percentage fees for any period examined by three percent (3%) or more, then the entire expense of such examination shall be borne by Concessionaire.

In the event of any conflict between any provisions of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, the Concessionaire shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principles or standards.

3.24 RECORDS AND REPORTS: The Concessionaire shall, at all times during the Term and any extension hereof and in accordance with applicable law, maintain at the Concessionaire's principal corporate office located in the United States and make available to the Department in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations on the Location, in a form consistent with good accounting practice. In addition, Concessionaire shall install or cause to be installed, for use at all times in each Location such devices and forms as are reasonably necessary to record properly, accurately and completely all merchandise sales and services from each Location. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County) prior to commencement of operations hereunder.

The Concessionaire shall account for all revenues of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Concessionaire, and which supports the amounts reported to the Department in the Concessionaire's monthly schedules. At a minimum, the Concessionaire's accounting for such receipts shall include the following:

- (a) Concessionaire's bank account statements (separate bank accounts will not be maintained for receipts from Sub-tenants' payments to Concessionaire);
- (b) A compiled report of transactions by Location showing all Gross Revenues and all exclusions from Gross Revenues by category, which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Department on the Concessionaire's monthly "Revenue Reports"; and
- (c) Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of the Concessionaire's Gross Revenues in accordance with generally accepted auditing standards and the provisions of this Agreement.

Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer-run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon ten (10) business days written notice from the Department, all such books and records shall be made available, either at the Location, or at the Department's option, at the offices of the Department, for inspection by Department through its duly authorized representatives at any time for up to three (3)

years subsequent to final termination of the period to be examined to which such books and records relate (and the Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period); provided, however, that any such inspection on the Location will be conducted during reasonable business hours and in such a manner and at such time as not to interfere unduly with the conduct of the Concessionaire's business.

3.25 ADDITIONAL FEES DUE: If the Department has paid any sum or has incurred any obligation or expense for which the Concessionaire agreed to pay or reimburse the Department, or if the Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed due and subject to an additional administrative fee of twenty-five percent (25%) of such payment, obligation, or expense.

3.26 UTILITIES: The cost of all utilities used or consumed on the Location shall be borne by the Concessionaire; provided, however, except with respect to the Concessionaire's support and storage space as defined in **Sub-Articles 1.04 "Support/Storage Space"** at the Airport, The Department requires the Concessionaire where such capability exists, to provide and install or cause to provide and install meters for utilities used at the Concessionaire's expense. If the Location are not provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for such utilities in the Location as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty (30) Days after it has received Department's invoice thereof. The Concessionaire shall pay for all other utilities used by it including telephone and telephone service hook-up, data lines and additional electrical and communications services required.

3.27 LIQUIDATED DAMAGES: If Concessionaire defaults under any of the covenants or terms and conditions, of this Agreement, Department shall impose the financial Damages described below, as a result of the violation(s), on a daily basis, in addition to any other Damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Failure to Comply with Performance Standards

A. Violations. Concessionaire acknowledges the Department objective to provide the public and air travelers with the level and quality of service as described herein. Provision of substandard quality concessions impacts the Airport's commercial reputation and commercial goodwill. Accordingly, the Department may assess, in its sole discretion as liquidated damages for various violations of the provisions of this Agreement, the Standards of Operation, the Tenant Handbook, and/or Department Rules and Regulations or Operating Directives. The Concessionaire and Department agree that

the liquidate damages set forth herein are reasonable, and the Concessionaire further agrees to pay to the Department such damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by the Department. The Department will, in its sole discretion, determine the classification of each per day or per occurrence. Concessionaire further acknowledges that the damages herein are not exclusive remedies, and the Department may pursue other remedies as allowed for in this Agreement and at law, in Department sole discretion. The Department's waiver of any liquidated damage provided for in this Section shall not be construed as a waiver of the violation or Concessionaire's obligation to remedy the violation.

B. Multiple Violations. Except for violations of requirements regarding health and safety and delivery and vendor access infraction, Liquidated Damages for which shall accrue immediately and without notice upon violation, all other Liquidated Damages shall be assessed as follows:

1. For the first and second violation of a requirement during any 12-month rolling year, the Authority will provide notice to Concessionaire to correct the violation within the time specified in the notice,
2. For the third and subsequent violations of the same requirement during any 12-month rolling year commencing upon the first notice of violation, the Liquidated Damages shall be immediately assessed with no grace period.
3. Further, after two (2) violations of the same requirement within any 12-month rolling year, Department reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

Violation	Fee
Security Infractions	\$500 per Day/per Location
Health Code Violations	\$500 per Day/per Location
Violation of Permitted Use of a Location	\$100 per Day/per Location
Operational Deficiencies	\$100 per Day/per Location
Pricing Policy Infraction	\$100 per Day/per Location
Late Pricing Survey	\$100 per Day/per Location
Failure to Maintain Required Hours of Operation	\$100 per hour/per Location
Failure to Submit Required Documents and Reports	\$100 per Day/per Report
Unauthorized Advertising/Product Sale	\$100 per Day/per Location per item.
Failure to Maintain Location clean	\$100 per Day/per Location
Installation of Unapproved Items in Location	\$100 per Day/per Location per item.

The foregoing is due and payable from the Concessionaire.

3.28 PAYMENT SECURITY: Within thirty (30) Days of the Lease Effective Date of this Agreement, the Concessionaire shall provide the Department a Security Deposit in the form of a Performance Bond, irrevocable standby letter of credit or cash security to guarantee payment of the Annual Rent for the Location, and if any, of rental for the lease of support spaces, and any taxes applicable. If a Performance Bond is chosen, it shall be a surety bond. Concessionaire shall keep such Security Deposit in full force and effect during the Term and any extension of this Agreement, as applicable, and thereafter until all financial obligations, reports or other requirements of this Agreement are satisfied. Any such form of security instrument shall be endorsed as to be readily negotiable by the Department for the payments required hereunder. Any Performance Bond or other security instrument used shall be effective for the current year of operation with automatic renewal for each of the remaining years under this Agreement, including any extensions naming the County as obligee and issued by a surety company or companies in such form as approved by the County Attorney. The amount of the Security Deposit shall be equal to **fifteen percent (15%) if Concessionaire provides a letter of credit or cash, and twenty-five percent (25%) if providing a Performance Bond**, of total rent and applicable taxes for the lease of Location(s) and support spaces paid in the immediate prior fiscal year. Thereafter, the amount of the Security Deposit shall be adjusted as necessary to reflect any increase or decrease in the Annual Rent and lease of support space(s).

The Department may draw upon the Security Deposit if the Concessionaire fails to pay any monies or perform any obligations required hereunder following applicable notice and cure periods specified herein. Upon notice that a security instrument has been drawn upon, Concessionaire shall immediately replace the security instrument with the new security instrument in the full amount of the security instrument required hereunder. In the event the Security Deposit is in the form of a Performance Bond, a failure to renew the Performance Bond, or increase the amount of the Performance Bond, or other forms of security instrument, if required due to such draw, shall (i) entitle the Department to draw down the full amount of such Performance Bond, and (ii) be a default of this Agreement entitling Department to all available remedies. Provided Concessionaire is not in default and fully complies with all the payment requirements of this Agreement, the payment security instrument will be returned to Concessionaire within one hundred eighty (180) Days after the end of the Term or any Extension of the Term.

- A. All required bonds shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to strength and financial size according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company:

<u>Bond (Total Contract) Amount</u>	<u>Best's Rating</u>
\$ 500,001 to \$1,500,000	BV
1,500,001 to 2,500,000	AVI
2,500,001 to 5,000,000	AVII
5,000,000 to 10,000,000	AVIII
Over \$10,000,000	AIX

- B. Surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- 1) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- 2) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For bonds in excess of \$500,000 the above provisions will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- D. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

The required bonds shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes. The Bonds shall be delivered to the Department as indicated above.

In the event the Surety on the Bond given by the Concessionaire becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law the Concessionaire must provide a good and sufficient replacement bond.

Cancellation of any bond or non-payment by the Concessionaire of any premium for any bond required by this Agreement shall constitute a breach of this Agreement. In addition to any other legal remedies, the Department at its sole option may terminate this Agreement.

If any Concessionaire has a cash deposit with the Airport, such cash deposit will be used to pay for any outstanding invoices, and then future billing.

3.29 ACCOUNTS RECEIVABLE ADJUSTMENTS: In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Concessionaire to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Concessionaire under this Agreement. Such retained amount shall be applied to the amount owed by the Concessionaire to the County, but such set-off shall not be deemed to waive any defenses or claims Concessionaire may have related to validity of such debt. In the event there are applicable claims or defenses, the Concessionaire shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Concessionaire for the applicable payment due herein.

3.30 PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS: The Concessionaire shall adhere to Payment Card Industry (PCI) Data Security requirements. The Concessionaire is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Concessionaire shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Concessionaire shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data. The Concessionaire shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Concessionaire shall provide MDAD documentation showing PCI Data Security certification has been achieved. Concessionaire shall advise MDAD of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

3.31 PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE: The Concessionaire shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

- a) The Concessionaire confirms its knowledge of and commitment to comply by providing the following proof that Concessionaire's devices/applications/processes meet PCI compliance requirements:
 - 1. Concessionaire's current annual PCI Compliance certification. The County has the auditing right to request copies of the PCI compliance certifications at a later time.
 - 2. During an installation or a major system upgrade the Concessionaire must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the County's systems and networks.
 - 3. Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.
- b) The Concessionaire shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the County. Furthermore, the Concessionaire shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, Samsung Wallet.

- e) Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by Concessionaire, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Concessionaire applications to interact with its Payment Gateways:

1. Web-based Credit Card Transaction Service
2. Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.
3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a Simple Object Access Protocol (SOAP) Web Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e- Check) transaction processing:

Option #1:

Concessionaire's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can

develop a Payment Module Application (option #2) that will service the vendor's application.

Option #2:

Concessionaire's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami- Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

3.32 DEPARTMENT'S TECHNOLOGY INSTALLATION RIGHTS):

Point of Sale (POS) Technology

- a) The Department shall have the right to install, maintain, and operate Point of Sale (POS) technology at the Concessionaire's location(s) for the primary purpose of collecting and monitoring sales data that is not confidential or in violation of a brand or other agreement or not compliant with PCI.
- b) The Concessionaire shall:
 - Provide unrestricted access to the Department's designated personnel for installation, maintenance, and monitoring of POS systems.
 - Ensure uninterrupted power and necessary connectivity for POS technology.
 - Not tamper with, modify, or interfere with the installed POS equipment.

Emerging Technologies and Operational Monitoring

- a) The Department reserves the right to deploy emerging technologies to:
 - Monitor hours of operation
 - Assess operational compliance
 - Collect relevant operational and performance data
 - Ensure adherence to the terms of this Agreement
- b) The Concessionaire agrees to:
 - Cooperate fully with the installation and operation of such technologies,
 - Provide necessary access and support for technology deployment
 - Maintain the confidentiality and integrity of any monitoring systems

- Not obstruct or prevent the implementation of approved monitoring technologies,
- c) Where requested by the County, the Concessionaire shall provide sales data on a per transaction basis to the County, which may include information relating to items purchased, time of purchase, method of purchase, or other similar information. Concessionaire shall redact any information which identifies individuals by name, bank account, or credit card number, any information related to Concessionaire costs of goods or services, or any concessionaire marketing or incentive operations. The County may specify the use of a commercially reasonable available format for the distribution of this information. This subclause is supplemental to the rights granted elsewhere herein.

Technology Upgrades and Modifications

- a) The Department may, at its discretion, upgrade, replace, or modify POS and monitoring technologies to improve functionality and data collection capabilities.
- b) The Concessionaire shall facilitate such upgrades and provide reasonable accommodation during implementation.

Compliance and Non-Interference

The County shall have the right to access and monitor the live data stream transmitted to the Point of Sale (POS) printers, including authorizing a third-party POS monitoring system to do so, provided it does not materially interfere with the Concessionaire's core business operations. The County is responsible for ensuring that any such authorized third party implements appropriate security measures to mask or redact personally identifiable information (PII) and payment card information (PCI) from the data stream provided to the POS monitoring system, protecting the confidentiality of sensitive data. The County shall discuss the method of accessing the live data stream, whether through a mirrored stream or other technical means, with the Concessionaire. The Concessionaire agrees to reasonably cooperate with MDAD in implementing the chosen access method. The County will not be permitted to any access that violates the confidentiality of Concessionaire's system or data or would be a violation of a brand or other agreement of Concessionaire or would not be PCI compliant.

Customer Experience Fee:

A fee in the amount of one half of one percent of Gross Revenue shall be collected by the County and held solely for investment in improving the passenger experience; this may include but is not limited to, improved signage within the Terminals, improved holdroom seating, passenger interactive elements, improved hold room lighting, aesthetic improvements, children's play areas, or audio visual displays in the Terminals. The County and Concessionaire believe that increasing dwell time and passenger satisfaction in the Terminals is in the best interests of the Concessionaire and the County.

ARTICLE 4 - IMPROVEMENTS TO LOCATION

4.01 IMPROVEMENTS TO LOCATION(S):

- (a) For each Location listed on Exhibit P, the Concessionaire shall invest the minimum amount as listed in Exhibit P for such Location to either "Reinvest" in, "Rebrand", or "Reconcept" such

Locations, as specified as “Proposed Action” and “Construction Action” on Exhibit P. Notwithstanding, total investment over all locations shall exceed the total sum shown on Exhibit P. Locations impacted or deleted by the Capital Improvement Program (CIP) or other construction, the required investment shall be capped at \$100 per square foot.

- (b) Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Location, the maximum proportion of soft costs permitted to be included as approved improvements shall be no more than fifteen percent (15%) of the total design and engineering cost. All improvements shall be subject to review and approval by the Department. The Department will not provide any Construction Cost Reimbursement nor Rental Credit for any construction element. The Concessionaire is responsible for all build-out costs for bringing electrical, plumbing (greasy waste and water) and mechanical (venting) services to the Location as provided in subsection (g) below.

It is the intent of the parties that approved improvements may include but are not limited to the décor, remodeling of the walls and floor coverings, ceiling, lighting, millwork, HVAC, fire detection and fire suppression or such other improvements as are approved by the Department. Such improvements shall be shown in the design detail in the Final Plans, as such term is defined in **Sub-Article 4.02 “Design of Improvements”**.

Approved Improvements shall be determined and documented pursuant to **Sub-Article 4.09 “Amortization Schedule”**, and **Sub-Article 4.08 “Cost Documentation”**. The Concessionaire is liable and shall indemnify the Department for any damage to the Location(s) which results from the removal of said improvements. This provision shall survive the termination or expiration of this Agreement.

Off-Airport properties used as storage space will not be considered as Location(s), as stated in **Article 4 “Improvements to the Location(s)”** or as an extension of this Agreement, and costs incurred by the Concessionaire to provide such storage space shall not constitute approved improvements.

Any and all improvements to Location(s) will be performed in accordance with the **“Tenant Airport Construction – Non-Reimbursable Procedures TAC-N and, in the event the Department authorizes in writing reimbursable construction, TAC-R” as amended, available through the following links:**

- Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N):
link: [TAC-N Forms 1.25.21.pdf \(miami-airport.com\)](#)
- Tenant Airport Construction Reimbursable Procedures (TAC-R):
link: [DADE AVIATION CONSULTANTS \(miami-airport.com\)](#)

- (c) Within ten days of the effective date of this Agreement, the Concessionaire shall submit a phasing plan for the improvements of its locations. The phasing plan shall consist of no more than five phases and shall provide for the completion of all investment and the reopening of all Locations within three years of the effective date. During each phase at least one but no more than half of the Concessionaires locations shall be under design or construction. The phasing plan shall conform to the requirements and timeframes of this

agreement with respect completion dates for each location, with the TAC-N review deadlines as provided for in Exhibit R, and the times for review of permits provided for herein.

The Department shall approve such phasing plan within ten days of submittal, or otherwise may reject such plan and direct the Concessionaire to make changes to such plan, with the understanding that the Department must coordinate phasing so as to minimize disruption to airport users. The concessionaire shall resubmit a phasing plan within 10 days of a denial by the Department. In the event that this second submittal is not approved by the Department, the Department, in its sole and absolute discretion, shall determine the phasing plan for concessionaire, subject to the requirement that during each phase at least one but no more than half of the Concessionaires locations shall under design or construction. The phasing plan, as approved or determined by the Department, is referred to as the Phasing Plan and shall be binding on the Concessionaire.

- (d) Prior to commencing such design or construction of any phase, the County and Concessionaire shall mutually agree on the preliminary design and brand of the location; brands and concepts shall correspond to the those specified for such location on Exhibit P. Concessionaire and the County shall have 75 days in which to agree on concepts and location, such period to begin on the date shown on the approved phasing plan. Approval and disapprovals of concepts and preliminary design shall be in accordance with the following process:
 - (i) Concessionaire shall submit Preliminary Conceptual Design/brand information on day one.
 - (ii) The County shall have 10 days to agree in writing to such design/brand or deny such design/brand or to provide a written explanation of the reason for any denial and a recommendation for alternatives.
 - (iii) In the event that the County denies the brand/design, the County and Concessionaire shall meet within 2 days of such denial to review the reasons behind such denial.
 - (iv) No later than 15 days after such meeting, Concessionaire shall submit a new design/brand to the County for review and approval. The County shall have 10 days to agree in writing to such design/brand or to provide a written explanation of the reason for any denial and a recommendation for alternatives.
 - (v) In the event that the County denies the brand/design, the County and Concessionaire, plus third-party concession consultants retained by each party, shall meet within 5 days of such denial to review the reasons behind such denial.
 - (vi) Concessionaire shall submit a new brand/design to the County within 10 days after such meeting.
 - (vii) The County shall have 10 days to agree in writing to such design/brand or to provide a written explanation of the reason for any denial and a recommendation for alternatives.
 - (viii) In the event that the County denies the second brand/design, the Concessionaire and the Department Director shall meet within five days of such denial. The Department Director

shall either affirm the denial, or direct Concessionaire to procure an alternative brand/design. The Director's decision shall be final and binding on the Concessionaire. Notwithstanding, (a) the Director shall not direct the Concessionaire to procure a brand outside the Future Category, Future Sub-Category or Future Type listed on Exhibit P for any Location, (b) Concessionaire shall utilize commercially reasonable efforts to procure such brand/design; provided, that a brand which requires licensing, royalty, or intellectual property fees which would render operation of the Location non-profitable shall be deemed commercially unreasonable, and in the event that commercially reasonable efforts fail to procure such brand, the Director shall specify a new brand/design, and (c) Concessionaire cannot be required to procure a brand which rejects or fails to accept Concessionaire's attempts to bring such brand(s) to the Airport or for which another entity has exclusive rights to install or operate in the Airport or other airports.

For the purposes of this section, "Preliminary Conceptual Design" shall be preliminary conceptual design sufficient to allow the County to evaluate the general layout inside the Location, the general flow of customer traffic, the general interior finishes, the general exterior signage, and general aesthetics. A Preliminary Conceptual Design for purposes of this section does not need to be prepared, signed and sealed by a licensed architect/engineer, and does not need to provide utility information, and does not need to be buildable/permittable. The County's review of a preliminary design is for aesthetics and operational fit within the terminal environment, and approval of a preliminary design shall not be construed as a representation that a finished design is buildable or constructable in the Location, nor shall such approval waive the rights of the County to approve or deny any design later submitted during the TAC process.

Negotiations with a brand following a Director's determination shall not count as Government Delay or Force Majeure.

- (e) Concessionaire shall initiate the TAC-N process immediately upon starting the design and construction phase. The Concessionaire shall only download and submit Form B (TAC-Non Reimbursable Project Information Form) to initiate the TAC process. The form is available at: TAC-N Forms 1.25.21.pdf (miami-airport.com).

Concessionaire shall not submit design packages until the project has been reviewed for Small Business Enterprise (SBE) contract measures.

Concessionaire shall complete such design and construction, meeting the investment requirement as reflected in Exhibit P for such Location described above, such that the Location has been issued a temporary certificate (TCO) of occupancy by the completion date shown on the "Design/Construction Phasing Durations" subject to extensions for Governmental Delay and Force Majeure. The Construction shall result in a Location with industry leading fixture finishes and fittings, furniture, and equipment; such construction must also include upgrades visible to the public from the exterior of the Location.

- (f) In the event a Location is not opened and operating pursuant to a TCO, with all investment completed, by the date shown on the Exhibit P Concessionaire (or its Sub-tenant), as may be extended for Governmental Delay or Force Majeure, shall begin to pay the Class VI prevailing rate for such Location notwithstanding concessionaire's inability to make use of the Location. If the delay continues to the 121st day after the date such Location was to be open and operating

as shown on Exhibit P, as may be extended for Governmental Delay or Force Majeure, such Location shall be deleted from this Agreement without need for further action by the County. In the event such Location is deleted from the Agreement, Concessionaire shall have no further rights with respect to such Location, and the County may make use of such location without limitation, including but not limited to, re-leasing or re-concessing such location. Concessionaire shall have no claim for damages against the County of any kind relating to such deleted locations, including but not limited to direct or indirect damages, lost capital, lost borrowing capacity, lost profits, loss of goodwill, or any claim at law or equity.

The deadlines for a Location to be opened and operating pursuant to a TCO, with all investment completed, shall not be extended for any reason other than Government Delay or Force Majeure. For the purposes of extensions under this Section, Force Majeure shall have the definition found in Article 21.10, and Government Delay shall refer exclusively to:

- i) Failure of the Department to respond within the time periods provided in the phasing and branding processes above or to TAC-N submittals by the Concessionaire in the timeframes specified in Exhibit R. A good faith denial by the County of Concessionaire's request/application/submittal, or request for additional information, shall not be considered as Government Delay providing such denial includes an explanation of the reason for denial.
- ii) A request or directive by the Department or any Authority Having Jurisdiction in writing that the concessionaire halt or stop construction activities in order to accommodate other entities making use of the airport.
- iii) A request from an Authority Having Jurisdiction, in writing, directing the Concessionaire to revise or alter previously approved plans or designs, including any revisions or alterations required by any applicable life/safety code changes.
- iv) The failure of an Authority Having Jurisdiction to respond to a Concessionaire request/application/submittal within the time period specified on Exhibit R. A good faith denial by an Authority Having Jurisdiction of Concessionaire's request/application/submittal, or request for additional information, shall not be considered as Government Delay, providing such denial includes an explanation of the reason for denial.

For purposes of this section, delays in issuance of ID or security badges to individual employees of any contractor, designer, or material supplier providing services to Concessionaire shall not be considered as Government Delay.

In the event of Government Delay or Force Majeure, (i) the deadline to have a Location is opened and operating pursuant to a TCO, with all investment completed, shall be extended for one day for each day of delay; and (ii) the Term of this Agreement for all Locations shall be extended for each day of delay, such that the Term for all Locations under this agreement shall be extended as necessary to all be co-terminus..

Claims for delay must be raised in writing to the Aviation Director within thirty (30) days of Concessionaire's knowledge of the delay; failure to make such written notice waives a claim of Government Delay, except for any unforeseeable circumstance or any Force Majeure.

Claims of Government Delay or Force Majeure, to the extent disputed by the County or Concessionaire, shall be resolved pursuant to Sub-Article 13.01, Administrative Claims Proceedings. Claims of delay shall be denied where the delay is concurrent with tenant-caused delay, but only for such portion of a delay where there is concurrency.

- (g) The Concessionaire shall be responsible for providing utility service, inclusive of water, wastewater, electrical, venting, grease traps, and the like, within and adjacent to the Locations, without limitation.

A grease trap which exclusively serves a single Concessionaire shall be designed and installed at the Concessionaire's sole cost, without limitation.

No cost will be borne by the Department for existing Food and Beverage Locations that will require any type of upgrade as a result of this Agreement, including any additional connection or extension of existing infrastructure. Concessionaire shall continue to pay for the utilities necessary to operate the Location.

The County shall be responsible for construction of upgrades to utility capacity, in the event that Concessionaire's utility load will exceed the utility capacity at the point of connection.

- (h) Not later than thirty days after the completion of each Collaboration Period under subsection (d) above, Concessionaire shall notify the County of any subleased Location(s) included in such Collaboration Period that will not be improved as required on Exhibit P ("Terminating Sub-tenant Locations"). For each such Terminating Sub-tenant Location, the Concessionaire shall remain in possession of the Location through the Original Expiration Date (unless earlier terminated under any authority otherwise provided for herein). Such Terminating Sub-tenant Locations shall revert to the County upon the Original Expiration Date or earlier termination of the sublease for the Location(s) without need for any additional action of the County, unless the Airport Director determines in writing, with a copy to the Clerk of the Board filed 45 days prior to Original Expiration Date, that it is the best interest of the Airport for such space to remain in possession of the Concessionaire, and the Concessionaire agrees to invest the amounts stipulated on Exhibit P, escalated by 5% per year starting from the Effective Date of this Agreement, into such Location. The Airport Director's determination shall be made in their sole and absolute discretion, and Concessionaire shall have no claim of any kind arising from this decision, including direct or indirect damages, lost profits, lost investment, loss of opportunity, loss of goodwill, business interruption, or loss of efficiency, without limitation. The Concessionaire may not alter or add to the list of Terminating Sub-tenant Locations following the thirtieth day following the completion of the Collaboration Period for such Location and any location not reflected on such initial notice shall be completed pursuant to the requirements of Exhibit P and the provisions of this Section, above, and be subject to the rental and clawback provisions provided for above.
- (I) Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Location, the maximum proportion of such soft costs permitted to be included as approved improvements, or applied towards the investment obligations shown on Exhibit P, shall be no more than fifteen percent (15%) of the total design and engineering cost for each Location. All improvements shall be subject to review and approval by the Department, except as provided in this Sub-Article 4.00 for purposes of determining the sum

total amount required to be invested in all Locations.

It is the intent of the parties that approved improvements may include but are not limited to the décor, remodeling of the walls and floor coverings, ceiling, lighting, millwork, HVAC, fire detection and fire suppression or such other improvements as are approved by the Department. Such improvements shall be shown in the design detail in the Final Plans, as such term is defined in **Sub-Article 4.01 “Design of Improvements”**.

Improvements that (i) are non-fixed and not furniture, fixtures or equipment designed or purchased specifically for the premises, and (ii) have not been included on the Certified Audit pursuant to **Sub-Article 4.08 “Cost Documentation” and Sub-Article 4.09, “Amortization Schedule”** will not constitute approved improvements. Inventory, consumables, operating expenses, and software licenses shall not constitute approved improvements. Furniture, Fixtures, and Equipment shall constitute no more than thirty-five percent (35%) of the approved improvements costs and shall count as no more than thirty-five percent (35%) of the investment obligations shown on Exhibit P, irrespective of the actual amounts spent by Concessionaire on furniture, fixtures, and equipment.

Off-Airport properties used as storage space will not be considered as Location(s), as stated in **Article 4 “Improvements to the Location(s)”** or as an extension of this Agreement, and costs incurred by the Concessionaire to provide such storage space shall not constitute approved improvements.

4.02 DESIGN OF IMPROVEMENTS: Plans for the design of improvements will be in accordance with Exhibit E “Retail Concessions Design Guidelines”, Exhibit F “Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures” or “Tenant Airport Construction Reimbursable Projects (TAC-R) Design and Construction Procedures”, as applicable, the “MDAD Life Safety Master Plan”, the “MDAD Public Address System Master Plan”, and the “MDAD Design Guidelines Manual” as may be established for the Terminal Retail Program. As plans for the improvement of individual Location(s) or common area improvements are completed, the Concessionaire shall submit to the Department for review, approval or modification detailed final plans (“Final Plans”) and specifications (including materials, colors, textures and fixtures), construction cost estimates and schedules for the construction of the improvements. The Final Plans shall be prepared by an architectural interior design and/or engineering firm registered in the State of Florida and in accordance with the Florida Building Code and all applicable State and local laws, ordinances, and regulations.

4.03 MIDTERM REFURBISHMENT OF LOCATIONS: The Concessionaire shall refurbish the Location or cause its Sub-tenants to refurbish their respective Locations to begin no earlier than the one year prior to the eighty year from the Effective Date and be completed no later than the last day of the year following, subject to Governmental Delay and a **Force Majeure Delay**. Governmental or Force Majeure delay shall entitle Concessionaire to additional time to complete refurbishment but shall be cause to extend the Term of this Agreement.

Approved improvements for the refurbishment of the Location(s) shall not be less than two hundred dollars per square foot (\$200 per square foot). These costs will be included in the amortization of refurbishment.

Failure by the Concessionaire to comply with the midterm refurbishment of locations pursuant to this **Sub-article 4.03** may result in the Department billing the total required refurbishment costs per square foot. The funds collected shall be placed in escrow by the Department until the Concessionaire satisfies the refurbishment(s).

- 4.04 CERTAIN CONSTRUCTION CONTRACT TERMS:** All contracts entered into by the Concessionaire and/or its Sub-tenants for the construction of the improvements shall require completion of the improvements within the schedules submitted pursuant to **Sub- Article 4.01 “Design of Improvements”** and shall contain reasonable and lawful provisions for the payment of actual or Damages to the County in the event the contractor fails to complete the construction on time. The Concessionaire agrees that it will use its best efforts to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

Prior to the commencement of any installation/construction work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the County copies of a fixed price contract or contracts for all work to be performed at the Location(s). The work to be performed under such contract(s) shall be insured by the “Surety Performance and Payment Bond” provided by Concessionaire to the County in the form contained in Exhibit B “Surety Performance and Payment Bond” in this Lease and Concession Agreement. The Surety Performance and Payment bond shall be in full force throughout the term of the installation/construction contract.

- 4.05 IMPROVEMENTS FREE AND CLEAR:** The improvements, upon completion, shall immediately become the property of the County, free and clear of any liens or encumbrances whatsoever, other than the County’s obligation to reimburse the Concessionaire for the unamortized value of the approved improvements as provided in this Agreement. The Concessionaire agrees that any contract for construction, alteration or repairing of the improvements or Location(s) or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors or material men against the Location(s) or improvements.

- 4.6 OTHER REQUIREMENTS:** The Concessionaire shall apply for and obtain a building permit from the County for all appropriate inspections and a Certificate of Occupancy upon completion. Within sixty (60) Days following the completion of construction of the improvements, the Concessionaire shall furnish to the County one complete set each of legible prints (black line), of construction drawings in electronic file format and in full compliance with Autodesk’s DWG file format and standard revised as to “as built”. Based upon submission date, the AutoCAD version must be within two (2) years of the latest release. If utilizing Building Information Modeling (BIM), Autodesk Revit software must be employed. MDAD will not accept the submission of any AutoCAD drawing deliverable which contains references to external source drawing files. The closeout document package should include all pertinent

shop and working drawings, copies of all releases of all claims and a copy of the Certificate of Occupancy provided the Concessionaire does not disseminate such information, refer to Transportation Security Regulations (TSR), 49 C.F.R. 1520, et al., Protection of Sensitive Security Information.

No Facility will be allowed to open without obtaining a Temporary Certificate of Occupancy or a Certificate of Occupancy.

- 4.07 REVIEW OF CONSTRUCTION:** The County shall have the right, but not obligation, to periodically observe the construction to ensure conformity with the Final Plans and any changes thereof requested by the Concessionaire or the Sub-tenant and approved by the County.
- 4.08 COST DOCUMENTATION:** Within one hundred eighty (180) Days from the date of Certificate of Occupancy upon Phase completion, specifically including those approved improvements described in **Sub-Articles 4.00 “Improvements to Location(s)”**, and **4.02 “Refurbishment of Location(s)”**, the Concessionaire shall submit to the County a certified audit of the monies actually expended in the design and construction of the approved improvements by Location in accordance with the Final Plans, prepared by an independent certified public accounting firm (“Auditor”), approved in advance by the County (the “Certified Audit”). The Concessionaire or the Sub-tenants, as the case may be, shall be responsible for documenting for the Auditor that the monies that were expended are true and correct and are consistent with the limitations of Section 4.00 of this Agreement as to the allowed percentage allocation of design, engineering, and FF&E. The costs of design and construction, in accordance with the Final Plans and any changes thereto requested by the Concessionaire or the Sub-tenants and approved by the County, including the costs of required bonds, construction insurance and the construction audit, shall not include the cost of any other consultant or accountant fees, financing or legal fees and personal property of the Concessionaire or the Sub-tenants, as the case may be. No non-receipted expenditures will be credited. Concessionaires not submitting certified audits within the allotted time may be billed a Damage of fifty dollars (\$50.00) per Day. Upon reconciliation, any difference due to the County shall also include an administrative fee of ten percent (10%) of the monies due to the County on the build-out of the Location(s). In the event of any disputes between the County and the Concessionaire as to whether certain costs are to be included in the audit, said dispute shall be submitted to the consulting engineer named pursuant to the Trust Agreement, as defined in **Sub-Article 17.01 “Incorporation of Trust Agreement by Reference”**. The decision of said consulting engineer, acting in good faith, shall be final and binding upon the parties hereto.

The Department shall notify the Concessionaire in writing that it has approved or disapproved the certified costs for each Location(s) and the common area improvements detailed in the Certified Audit within sixty (60) Days from the date of its receipt of the Certified Audit. If the Concessionaire fails to submit the Certified Audit within the time prescribed above for any Location(s), then a penalty will be assessed as noted in **Sub-Article 3.26 “Liquidated Damages”**. The Approved Improvement cost for purposes of calculating the County’s obligation to reimburse the Concessionaire for un-amortized improvement costs for such Location(s) pursuant to **Sub-Article 4.09 “Amortization Schedule”** shall equal the square footage rate of improvement costs for such Location certified by the

Auditor.

If the approved total receipted amount is 5% below the Concessionaire or its Sub-tenant's minimum investment as required on Exhibit P and is depicted as such in the results of the Certified Audit, the Concessionaire shall be required to pay to the Department the difference between the expended amount and the minimum investment, within one hundred eighty (180) Days from the date of Beneficial Occupancy of the corresponding Location. If the amount is greater than 5% below the minimum investment amount as required on Exhibit P and is depicted as such in the results of the Certified Audit, the Location shall be deleted from the Agreement as per Section 4.00 above.

If the approved total receipted amount for Midterm Refurbishment of Location(s) is below the Concessionaire's or its Sub-tenant's investment, the Concessionaire shall be required to pay the Department the difference between the expended amount and the refurbishment amount within one hundred eighty (180) Days from the date of completion of refurbishment.

4.09 AMORTIZATION SCHEDULE: The Concessionaire shall amortize its capital investment for a period of months equal to the Term using the straight-line depreciation method. If, at any time during the Term of the Agreement, excluding any future extension, the Department requires the deletion and/or modification of any Location or any reduction in the Term under **Sub-Article 1.02** (including, without limitation, a reduction required by any FAA determination or by a Force Majeure), the Department shall reimburse the Concessionaire the unamortized balance of approved improvements for that deleted Location.

Investment subject to such reimbursement ("approved improvements") shall include the following items only:

1. Directly contracted costs of construction.
2. Stores displays (that cost more than \$3,000 per display), and signage purchased and installed for direct use in the facility.
3. Design and engineering costs not to exceed fifteen percent (15%) of the total approved construction.
4. Furniture, Fixtures, and Equipment, not to exceed thirty-five percent (35%) of the total approved construction.

There will be no other reimbursement.

A certified audit of monies for the above expenditures performed at the expense of the Concessionaire will be required to confirm the minimum investment within one hundred twenty (120) Days of the Certificate of Occupancy for the last Location(s). No non-receipted expenditures will be credited.

Concessionaires not submitting a certified audit within the allotted time may be billed a Damages of One Hundred Dollars (\$100.00) per Day. Upon reconciliation, any difference due the Department shall also include an administrative fee of twenty-five percent (25%) of the monies due the Department on the build-out of the Location(s).

Prior to the commencement of any installation/ construction or other work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Location(s). The work to be performed under such contract(s) shall be insured by a Performance and Payment Bond provided by Concessionaire to the Department in the form contained in Exhibit B “Performance and Payment Bond” in the Agreement. The Performance and Payment Bond shall be in full force throughout the term of the installation/construction contract.

4.10 CONSTRUCTION PERMIT FEE: The Concessionaire shall pay a permit fee to the Department for improvements which would customarily be paid to the County’s Building Department as a condition of the issuance of a permit. The permit fee payable by the Concessionaire to the Department is an amount equal to one percent (1%) of the estimated construction cost of the improvements. Such a fee shall be used to reimburse the Department its costs of maintaining on-site Building Department staff to review Concessionaire’s plans/specifications. Such fee shall be non-refundable.

4.11 CONSTRUCTION SERVICES: The Concessionaire shall provide at a minimum, but not limited to, the following design and construction services:

1) Concessionaire Improvements

Pursuant to the terms of this Agreement, the Concessionaire shall construct or cause to construct certain improvements. The Concessionaire shall provide the Department with a scope of proposed improvements and a preliminary estimate of hard and soft costs for such improvements within a reasonable timeframe. Once the Department and the Concessionaire have mutually agreed on the scope of the improvements and the preliminary estimates, the Concessionaire shall proceed to design and construct or cause to be designed and constructed the improvements in accordance with the provisions of this Agreement.

2) Design and Construction Coordination

Concessionaire shall:

1. Be responsible for construction management and coordination of all improvements to the Location(s) and authorized administrative support space including those of Sub-tenants.
2. Coordinate meetings with Sub-tenants and Sub-tenant’s architects, if applicable, MDAD’s architects, consultants and others, to review procedures, scheduling site surveys and develop build-out schedules.
3. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines Manual, Life Safety Master Plan, MDAD Retail Concessions Design Guidelines, Florida Building Code and the TAC-N or TAC-R Procedures, as well as all other applicable codes and regulations.
4. Provide Sub-tenants, if applicable, with required information such as, but not limited to, leasehold outline or as-built drawings provided by the Department’s Technical Support Division.

5. Provide and coordinate access to Location as necessary.
6. Purchase materials and services and coordinate the fabrication and installation of the Concessionaire development requirement, whereby such elements are the designated responsibility of the Concessionaire, if so implemented.

3) Construction

Concessionaire shall:

1. Attend or cause Sub-tenants to attend pre-construction meetings, construction meetings, coordinate construction with Sub-tenants if applicable, monitor schedule, and coordinate Location(s) development with the Department as required, pursuant to the TAC-N procedures.
2. Adhere to and or cause Sub-tenants to adhere to MDAD's TAC-N or TAC-R Design and Construction procedures and requirements.
3. Ascertain that MDAD's TAC-N or TAC-R Design and Construction procedures and requirements, as applicable, are adhered to by all.
4. Monitor and coordinate the construction start, project timetable schedule and completion date for all Location(s), including those of any Sub-tenants.
5. Monitor and report to the Department on on-site activities and progress for improvement work. The Architect/Engineer of record is responsible for day-to-day field observation of all construction activities including, but not limited to inspections, delivery, coordination, and reporting.
6. Monitor construction progress with regard to the schedule and procedures established and make recommendations to the Department for maintaining and improving construction progress as necessary.
7. Establish a uniform system for the timely processing and control of drawings.
8. Review status of drawings with contractor(s) and architect(s) at progress meetings.
9. Review and advise the Department on all changes to the work with regard to cost and impact on the project pro-forma and construction schedule.
10. Monitor punch list completion and review testing and inspection reports for all Location(s).
11. Organize and have available upon request completed project files.
12. Coordinate access to the Location to allow staff training and equipment testing.
13. Obtain Certificate of Occupancy for each Location.
14. Submit Record Drawings (as-built drawings) as per the TAC-N or TAC-R requirements within sixty (60) Days from the issuance date of the Certificate of Occupancy and deliver them to the Department pursuant to the TAC-N or TAC-R procedures.

4.12 SUSTAINABLE BUILDINGS PROGRAM): The Concessionaire shall meet required LEED Green Building Rating System, as established by the U.S. Green Building Council (USGBC) and inform the Department of any other/additional opportunities in the project elements to meet LEED certification requirements and/or create other opportunities associated with green building practices.

ARTICLE 5 – STANDARDS OF OPERATION

- 5.01 STANDARDS OF OPERATION:** The Concessionaire shall comply with the Department's "Tenant Handbook", Exhibit K; the "Standards of Operations", Exhibit L, the "MIA Terminal Standards" (MDAD will make available upon request), and all revisions to same promulgated from time to time by the Department.

The Department shall have the right to adopt and enforce reasonable and non-discriminatory rules and regulations and operating performance standards with respect to the use of Location, which the Concessionaire agrees to observe and obey. The Department may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Concessionaire. The Department shall provide the Concessionaire with reasonable prior written notice, not less than thirty (30) Days, prior to the implementation of any such amendment to the rules or regulations and operating performance standards. Those rules include, but are not limited to, any rules and regulations imposed upon the Department by any governmental agency.

The Concessionaire shall implement and comply with all amended requirements, within fifteen (15) Days of receipt of an amendment to Exhibit L "Standards of Operation". The Concessionaire shall immediately implement and comply with any rules and regulations promulgated for safety or security reasons.

The Concessionaire acknowledges the desire of the Department, as part of its obligation to ensure the highest level of public service, to provide the public and air traveler an adequate range and quality of service. The Department may monitor, test, or inspect the Location at any time through the use of its own personnel, and/or the use of a shopping service, and/or by any other reasonable means that do not unduly interfere with the operation of the business. The results of such service audits may be employed by the Department to enforce the obligations in this Agreement.

The Department shall retain the right, in accordance with the provisions of this Agreement, to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged, and the appearance and condition of the Location, pursuant to Exhibit L "Standards of Operation", as may be amended from time to time.

- 5.02 MARKET BASKET/COMPETITIVE PRICING POLICY:** The Department has instituted a Market Basket pricing policy to ensure that Airport prices are comparable to similar retail locations in the Miami Dade County, Florida area to reinforce the objective of making the Airport a more "passenger friendly" airport, pursuant to Exhibit L "Standards of Operation."

For the purposes of this contract, to determine Market Basket, the Concessionaire shall survey a minimum of three (3) similar retail locations (excluding stadiums, arenas, amusement and entertainment venues, but may include hotels) in the Greater Miami Area to determine the average price for a particular good or service. The Concessionaire's prices shall not exceed by more than fifteen (15%) of the Market Basket.

- A. For any or all operations where a Concessionaire currently operates the same or similar retail location(s) in the Miami-Dade County area, the Concessionaire may not charge more than fifteen percent (15%) higher charges at the Airport for like or similar items, portions or servings. The Department has the right to survey prices at said retail location(s) and to use these prices for same or similar goods and services as the primary basis for pricing in the leased Location(s).
- B. Concessionaire shall be permitted to change prices without prior approval of the Department, however within 15 days following the end of each calendar quarter, Concessionaire shall provide the Department with a list of price changes made during the prior quarter.
- C. All goods and services shall be sold in accordance with the prices approved by the Department pursuant to this Article 5.02.

The Concessionaire who is not in compliance with the provisions of this Sub-Article shall be given seven (7) Days after written notice of such non-compliance pursuant to **Sub-Article 18.09 “Notices”** to bring all products into compliance. Failure to do so shall constitute a default under this Agreement and shall subject the Concessionaire to Damages pursuant to **Sub-Article 3.26 “Liquidated Damages”**.

5.03 DEPARTMENT RIGHT TO MONITOR PERFORMANCE:

A. Performance Audits. It is the intention of the Department that Concessionaire’s business be conducted in a manner so as to meet the needs of Airport patrons and employees and in a manner that will be reflected positively upon the Concessionaire and Department. The Concessionaire shall equip, organize and efficiently manage the Concession to provide First Class service and products in a clean, attractive and pleasant atmosphere. Department in its sole discretion shall have the right to raise reasonable objections to the condition of the Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, and/or the appearance and performance of service personnel, and to require any such conditions or practices objectionable to Department to be promptly remedied by Concessionaire. If requested by Concessionaire, the Department shall submit its objections in writing and provide Concessionaire with an opportunity to reply to the objections. Such a reply will be given consideration by the Department.

The Department reserves the right to conduct periodic performance audits of the Location(s) to assure that all of the operational, safety and compliance standards of this Agreement are consistently performed by Concessionaire. Concessionaire acknowledges that performance audits will be conducted by the Department, or its representative, and hereby agrees to cooperate with all performance audits.

1. Performance audits may include minimum objective standards in any or all of the areas of (i) product quality; (ii) customer service; and (iii) cleanliness and maintenance. If Concessionaire fails to meet minimum standards in any of these areas, Department may, at its discretion, assess damages as set forth in Sub-article 3.24.

2. In order to assure consistent adherence to performance standards throughout the Term, the Department will use a rolling 12-month cycle in recording incidents of failure to meet standards. The Department reserves the right to assess damages for violations of performance standards as set forth in Sub-article 3.24.
3. Repeated violations and deficiencies in performance by Concessionaire may be cause, at Department sole discretion, to claim breach of this Agreement.

B. Annual Review. No later than 90 days after the end of each Contract Year thereafter, Concessionaire and Department will meet to review and evaluate the financial, customer service, and operational performance of each Concession Location. During the course of the review, Department may determine, in its sole discretion, that the performance of one or more of the Concession Locations is unsatisfactory if one or more of the following occurred during the prior Contract Year:

1. Sales per Enplaned Passenger were less than 80 percent (80%) of the Projected Sales per Enplaned Passenger for the overall Terminal average Sales per Enplaned Passenger for a similar type of concession.
2. Sales per Enplaned Passenger were less than 85 percent (85%) of Sales per Enplaned Passenger for the same Concession Location during each of the two (2) preceding Contract Years.
3. Scores on any secret shopper survey(s) conducted by the Department or its representative were less than 80 percent (80%) of the maximum achievable scores for the survey(s).

C. Remediation Plan. In the event that the Department determines, based on the performance criteria specified in this Section, that a Concession Location performed unsatisfactorily during the prior Contract Year, the Department will provide written notice to the Concessionaire. Within 30 days of receipt of such written notice, the Concessionaire shall prepare and submit to the Department, for its approval, a Remediation Plan, as described below, to improve the performance of the Concession Location. .

The Remediation Plan shall include, but not be limited to, proposed remedial activities such as staff training, staffing changes, merchandise and service modifications, facility refurbishment and repair, and/or replacement of concept or brand. Upon approval by the Department, the Concessionaire agrees to diligently implement the approved Remediation Plan and further agrees to submit monthly reports on the progress of such implementation to the Department.

In the event the Department determines, after six (6) months of implementation of a Remediation Plan, the subject Concession Location is still performing in an unsatisfactory manner, Department reserves the right to require Concessionaire to replace the underperforming concept or brand, if not already replaced by the Remediation Plan. Within 90 days of receipt of written notice from the Department requiring a replacement, the Concessionaire shall submit to the Department a proposal for a brand or concept replacement plan. Such a replacement plan shall include, but not be limited to, a detailed description of the brand or concept, capital expense required to re-brand, sales projections, and the specific

timetable to replace the brand or concept. The Department, in its sole discretion, reserves the right to approve or deny the replacement plan and require Concessionaire to submit another replacement plan.

ARTICLE 6 – OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

- A. Department's Maintenance Obligation: The Department shall clean, maintain, and operate in good condition the terminal building, excluding the Location. This obligation includes, but is not limited to, all structural (including, but not limited to, the roof and base floor of the terminal building) and all base building work, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof, and all utilities which are interior to, directly above, or directly below Locations and which provide utility service to such Location. The Department shall maintain the public areas in the terminal building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Location at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to any equipment installed by the Concessionaire), and further provided that the Concessionaire shall reimburse the Department, within ten (10) Days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of the Concessionaire, its officers, partners, employees, agents, contractors, subcontractors, licensees,. The Concessionaire shall give the Department written notice (or verbal notice in the event of any emergency conditions which may result in harm to the patrons of the Airport, which verbal notice shall be followed by written notice within twenty-four (24) hours) describing any repair, which is the responsibility of the Department. The Department shall commence the repair process promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder.
- B. The Concessionaire must ascertain the extent of the existing utility capacities, before designing any new loads to be connected to existing systems and piping. The Department agrees to cooperate in providing access to the Location.
- C. All maintenance by the Department may be subject to interruption caused by repair, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, and other conditions beyond the control of the Department. If the Concessionaire's Location are of such a condition as to significantly impact the Concessionaire's operations for a period in excess of seventy two (72) hours and such damage is not insurable under an insurance policy of the type required to be maintained by the Concessionaire pursuant to this Agreement, the Department may provide a rent abatement for that portion of the Location rendered unusable for that period of time that the Department is unable to make repairs required by **Sub-Article 6.01 "Department Services"**.
- D. No Other Obligation of Department: The Concessionaire acknowledges that the

Department has made no representations or warranties concerning the suitability of the Location for the Concessionaire's for any other use, and that except as expressly provided in this Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Location or any improvements, furnishings, fixtures, trade fixtures, signage or equipment constructed or used on or in the Location by the Concessionaire.

1. The Concessionaire hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of furnishings, fixtures, trade fixtures, inventory, signs and equipment needed for Concessionaire to operate from the Location hereunder, that it has done its own projections of the volume of business expected to be generated, that it is relying on its own business judgment concerning its prospects for providing the services required under this Agreement on a profitable basis, and that the Department has not made any representations or warranties with respect to any such matters.
2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to the Concessionaire by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.
3. All statements contained in this Agreement or otherwise made by the Department or anyone on its behalf concerning any measurement relating to the Location or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by the Concessionaire under or in connection with this Agreement.
4. The Department shall not be liable to the Concessionaire for any loss of business or damages sustained by the Concessionaire as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the construction improvements of the terminal building.

ARTICLE 7 – FURNITURE, FIXTURES AND EQUIPMENT

7.01 FURNITURE, FIXTURES, AND EQUIPMENT: Any equipment, furnishings, fixtures and signs installed in the Location by the Concessionaire shall be in keeping with the decor of the terminal building and must be approved in advance by the Department. Any such equipment, furnishings, fixtures and signs including proprietary and brand related equipment so installed by the Concessionaire, as provided in **Sub-Article 4.00 “Improvements to the Location”**, shall, except as provided in **Sub- Article 7.03(B) “Disposal of Furniture, Fixtures, and Equipment”**, be removed from the Location within five (5) days following the expiration or earlier termination of this Agreement.

7.02 AMERICANS WITH DISABILITIES ACT REQUIREMENTS: The Concessionaire will be responsible, at its cost, for ensuring that the Location and all equipment therein, and all functions it performs therein as part of the concession, conform in all respects to the requirements of the Americans with Disabilities Act (the “ADA”), including without

limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities' Location. In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity's ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the Concessionaire to modify its operations or its physical locations (if applicable) to comply with the Department's ADA obligations with respect to the Location, as the Department in its sole discretion deems reasonably necessary.

7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT: At least thirty (30) Days prior to the expiration of this Agreement, or upon termination pursuant to **Article 12 "Default and Termination by County"** or **Article 13 "Claims and Termination by Concessionaire"** hereof, the Department shall exercise, at its sole discretion, one (1) of the following options as to any equipment, furnishings, fixtures, signs, or carts installed in the Location and not removed by the Concessionaire immediately upon or before expiration or termination:

- (A) Require the Concessionaire to remove such equipment, furnishings, fixtures, signs, or carts from the Location within five (5) Days following the expiration or earlier termination of this Agreement, subject to the provisions of **Sub-Article 4.00 "Improvements to Location"**; or
- (B) Retain any portion of the equipment, furnishings, fixtures, signs, or carts of the Concessionaire (personal property as referred to in **Sub-Article 4.00 "Improvements to Location"**) (if applicable) in accordance with the provisions of this Agreement; provided however, the Department shall have no right to use or display any brand or proprietary equipment, signs or logos (e.g., brand names owned by, or licensed or franchised to Concessionaire) (if applicable).

ARTICLE 8 – MAINTENANCE

8.01 CLEANING: The Concessionaire shall, at its cost and expense, keep the Location clean, neat, orderly, sanitary and presentable at all times. If the Location are not kept clean as provided in the Standards of Operation, Exhibit L, the Concessionaire will be so advised and shall take immediate corrective action. Failure to take immediate corrective action may result in Damages being assessed pursuant to **Sub-Article 3.23 "Damages"**.

8.02 REMOVAL OF TRASH: The Concessionaire shall, at its cost and expense, remove or cause to be removed from the Location and properly disposed of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Concessionaire enters into agreements for the janitorial and trash removal within the Location, such service providers must have permits issued by the Department to do business at the Airport. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. Any trash left or stored in any area visible to the public or edible items not properly contained may result in Damages being assessed pursuant to **Sub-Article 3.26 "Liquidated Damages"**.

The Department reserves the right to charge the Concessionaire retroactively non-discriminatory proportionate share for waste disposal indirectly through rental rates or directly by a Department generated bill for actual to Concessionaire. Such charges shall not exceed the Department's actual costs.

- 8.03 MAINTENANCE AND REPAIR:** Except with respect to the Department's maintenance and repair obligations as set forth in **Sub-Article 3.09 "Common Infrastructure Repair and Maintenance Fee (Grease Traps / Grease Lines"**, **Sub-Article 4.01 "Improvements"**, and **Sub-Article 6.01 "Department Services"**, the Concessionaire shall maintain and repair or cause to be maintained and repaired the interiors and exterior storefronts of the Location. Such maintenance and repairs shall include, but not be limited to, painting, ceiling, walls, floors, laminating doors, windows, equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all equipment furnished by the Concessionaire specifically as a result of their operation shall remain the obligation of the Concessionaire. The Concessionaire shall repair or cause to be repaired, at or before the end of the Term or extension, if applicable, of this Agreement, all injury done by the installation or removal of furniture and personal property so as to restore the Location to the state they were at the commencement of this Agreement, reasonable wear and tear and casualty excluded. The Department may, at any time during normal business hours, enter upon the public areas of the Location, or with appropriate notice, enter upon the non-public areas of the Location, to determine if maintenance is being performed satisfactorily. The Department may enter upon any Location when a Location is not open for business if the Department provides the Concessionaire notice no less than twenty-four (24) hours in advance so that a representative of the Concessionaire may be present, except in the case of real or perceived emergencies where no such representatives shall be required to be present. If it is determined that said maintenance is not satisfactory, the Department shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire to the satisfaction of the Department within seven (7) Days after receipt of such written notice, Department shall have the right to enter upon the Location and perform such maintenance and charge Concessionaire for such services, as provided by **Sub-Article 8.04 "Failure to Maintain."**

Concessionaire shall be responsible for maintaining all utility connections originating from the Location to the County point of connection (main water, grease, electrical, and gas lines). Furthermore, Concessionaire shall be responsible for maintenance of common use space or space leased to other tenants, to the extent maintenance is required as the result of broken utility lines which are the Concessionaire's obligation to maintain, or arising out of malfunctioning Concessionaire equipment.

- 8.04 FAILURE TO MAINTAIN:** Upon failure of the Concessionaire to maintain the Location as provided in this **Article 8 "Maintenance"**, the Department may enter upon the Location and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus twenty-five percent (25%) for administrative costs, shall constitute additional rental, and shall be billed to and paid by the Concessionaire, in addition to any Damages imposed by the Department pursuant to **Sub-Article 3.26 "Liquidated Damages"**.

Failure to pay said costs upon billing by the Department will cause this Agreement to be in default as stated in **Sub-Article 12.02 “Payment Default”**.

- 8.05 ENVIRONMENTAL RECYCLING:** The Department is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Concessionaires. Participation in this program, once established, will be mandatory. The Concessionaire shall agree to bear any reasonable and actual costs associated with the implementation and continued operation of this recycling program or propose for approval by the Department an alternative environmental recycling plan which such approval shall not be unreasonably withheld.

Proper disposal of contaminated and/or regulated materials generated by the Concessionaire is the sole responsibility of the Concessionaire. Disposal must be through the use of a licensed vendor regulated by the State of Florida and/or any other Federal or local regulatory agency.

- 8.06 FIRE PROTECTION AND SAFETY EQUIPMENT:** The Concessionaire must provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any applicable law, rule, ordinance, resolution or regulation, for the Term and any Extension of this Agreement or any insurance carrier providing insurance covering any portion of the Location.

ARTICLE 9 – ASSIGNMENT AND OWNERSHIP

- 9.01 NO ASSIGNMENT:** The Concessionaire shall not assign, transfer, pledge or otherwise encumber this Agreement nor shall the Concessionaire allow others to use the Location, without the prior written consent of the Department, which will not be unreasonably withheld, delayed, or denied. Notwithstanding anything to the contrary contained in this **Sub-Article 9.01**, and provided the Concessionaire is not in default hereunder beyond any applicable notice and cure period, Concessionaire may assign this Agreement without consent to (i) Wholly Owned Affiliate; (ii) any corporation, limited liability company, partnership or other business entity resulting from the merger or consolidation with the Concessionaire; or (iii) any entity that acquires all of the Concessionaire's assets including, without limitation, all of the Concessionaire's assets related to its business at the Locations.
- 9.02 OWNERSHIP OF THE CONCESSIONAIRE:** Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of this Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership or control (deemed to mean more than fifty percent (50%) of the stock) of the Concessionaire without the prior written consent of the Department.
- 9.03 CHANGE OF CONTROL:** If Concessionaire is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock (deemed to mean more than fifty percent (50%) of the stock) in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of this Agreement for purposes of this **Article 9 “Assignment and Ownership”**. If the Concessionaire is a partnership or limited

company, transfer of any interest in the partnership, which results in a change in control of such Concessionaire (deemed to mean more than fifty percent (50%) of the total ownership interest in the partnership or limited company), shall be deemed an assignment of this Agreement for purposes of this **Article 9 “Assignment and Ownership”**.

9.04 HOLDOVER:

A. With the Department’s Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of any of the Locations after the termination of this Agreement, by written agreement executed by the Department the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter continue to pay the Monthly Percentage Fee, pursuant to Sub-Article 3.06 “Annual Rental” and any other rents or charges under Article 3, on account of the holdover use and occupancy of the Locations. This provision shall survive the expiration or the termination of this Agreement.

B. Without Department Permission:

If the Concessionaire (or anyone claiming through Concessionaire) remain in possession of the Location or any part thereof after the termination of this Agreement, without a written agreement executed by the Department, then without limiting the Department’s other rights and remedies, the person or entity remaining in possession shall be deemed a tenant at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter pay on account of its holdover use and occupancy of the Location a sum, at a rate equal to two times (2x) the amount payable monthly as a Percentage Fee PLUS monthly installment of the support space annual lease rental pursuant to **Sub-Article 3.06 “Annual Rental”**, and with all additional rent also payable as provided in this Agreement (the “Holdover Charges”). Imposition of Holdover Charges, extinguishes any unamortized investment amounts owed the Concessionaire by the Department for the slippage in Location turnover. The Holdover Charges shall be payable weekly in arrears. Notwithstanding the above, the Concessionaire shall remain liable to the Department for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the Department on account of the holdover considered as mitigation of such damages. This Sub-Article shall survive the expiration or the termination of this Agreement.

9.05 TRANSFER FEE ON SALE OR ASSIGNMENT: In the event that Concessionaire assigns or sells this lease to any party other than a Wholly Owned Affiliate, Concessionaire shall pay the County a Transfer or Assignment Fee in the amount of two percent (2%) of gross consideration received by Concessionaire for any such sale or assignment that occurs during the first three (3) years of the Term for all or any portion of the Locations. Upon the 3rd anniversary of the Lease Execution Date, the Transfer or Assignment Fee shall no longer be in effect and this Sub-Article 9.05 shall be of no force and effect with respect to sales or assignments entered into after such date.

ARTICLE 10 – INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF CONCESSIONAIRE: The Concessionaire
Concessionaire Agreement

shall indemnify, defend, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principals or any other persons. The Concessionaire shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Without limiting the preceding, Concessionaire expressly agrees that the provisions and obligations of this section apply to claims, including administrative claims, involving identify theft, data theft, data breaches, commercial fraud, and all other similar claims or causes of action.

ARTICLE 11 – INSURANCE

11.01 INSURANCE REQUIRED OF CONCESSIONAIRE: Within thirty (30) Days of the Lease Effective Date of this Agreement, the Concessionaire shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Agreement.

The limits for each type of insurance may be revised upon review and approval of the Concessionaire's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.

Certificate(s) of insurance from the Concessionaire must show coverage has been obtained that meets the requirements as outlined below during the construction and operation phase of this Agreement:

- A. Workers' Compensation for all employees as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000 aggregate **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

The Commercial General Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Concessionaire in the performances of this Agreement.

- C. Automobile Liability Insurance which shall apply to all owned, non- owned, leased

and hired automobiles used in connection with the work, in the amount of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage for each accident, and \$5,000,000 if operating vehicles on the Airfield Operations Area (AOA), combined single limit for bodily injury and property damage liability.

Under no circumstances is the Concessionaire allowed on the AOA without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

- 11.02 CERTIFICATE OF CONTINUITY:** The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with **Article 11 “Insurance”** remains in force for the duration of this Agreement, including the Extension, if applicable. If insurance certificates are scheduled to expire during the lease period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates for its operations to the Department’s Risk Management Unit at a minimum of thirty (30) Days before such expiration.

Certificates will show that no modification or change in insurance shall be made without thirty (30) Days written advance notice to the certificate holder.

- 11.03 INSURANCE COMPANY RATING REQUIREMENTS:** All insurance policies required above from the Concessionaire shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “A-” as to financial strength, and no less than “Class VII” as to financial size, according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the Department’s Risk Management Office.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY

**111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

- 11.04 CONCESSIONAIRE LIABLE:** Compliance with the requirements as to carrying insurance in **Article 11 “Insurance”** shall not relieve the Concessionaire from liability under any other provision of this Agreement.
- 11.05 CANCELLATION OF INSURANCE OR BONDS:** Cancellation of any insurance or bonds, or non-payment by the construction contractors of any premiums for any insurance policies or bonds required by this Agreement shall constitute a breach of this Agreement.
- 11.06 RIGHT TO EXAMINE:** The Department reserves the right, upon reasonable notice to

examine the original policies of insurance of the Concessionaire (including but not limited to binders, amendments, exclusions, endorsements, riders, and applications) to determine the true extent of coverage. The Concessionaire agrees to permit or cause to permit such inspection at the offices of the Concessionaire. In addition, upon request (but no later than five (5) Days from the date of request, unless such longer period is agreed to by the Department) the Concessionaire agree to provide copies to the Department, at the Concessionaire's sole cost and expense.

11.07 PERSONAL PROPERTY: Any personal property of the Concessionaire or of others, placed in the Location and support spaces shall be at the sole risk of the Concessionaire or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

11.08 SURVIVAL OF PROVISIONS: The provisions of **Article 11 "Insurance"** shall survive the expiration or earlier termination of this Agreement.

11.09 INDEMNIFICATION, CONSTRUCTION BONDS AND INSURANCE REQUIRED:

A. Indemnification Bonds and Insurance Required from Construction Contractor: The following language, including the indemnification clause, shall be included in all construction contracts between the Concessionaire and its general contractor(s) and Subcontractors:

Indemnification: The Concessionaire shall defend, indemnify, and save harmless the County, the Consulting Engineers, the Architect/Engineer, the Field Representative, the Lessee of the Location(s), and their officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury (including death), property damage (including loss of use thereof), economic loss, or any other loss or damage, due in any manner to the negligence, act, or failure to act of the Concessionaire or its contractors, Subcontractors, materialmen or agents of any tier or their respective, employees arising out of or relating to the performance of the Service covered by the Contract Documents except as expressly limited herein. The Concessionaire shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon, provided however, that the Concessionaire's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the contract or its performance shall be limited to the greater of \$1 million or the Contract Amount. Further, this indemnification requirement shall not be construed so as to require the Concessionaire to indemnify any of the above-listed Indemnities to the extent of such indemnities' own gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, Subcontractors, , materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnitee may have in law, equity, or otherwise.

- B. **Surety Performance and Payment Bonds:** Pursuant to and in accordance with Section 255.05, Florida Statutes, the Concessionaire or each contractor performing any part of the Service for the Concessionaire shall obtain and thereafter at all times during the performance of the Service maintain a combined performance bond and labor and material payment bond for the work (referred to herein as the “Bond”) in an amount equal to one hundred percent (100%) of the cost of the improvements, as it may be amended from time to time, and in the form attached hereto as Exhibit C “Surety Performance and Payment Bond”. Prior to performing any portion of the Service, the Concessionaire shall deliver to County the Bonds required to be provided by Concessionaire or each contractor as set forth in this Agreement.

All bonds shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to financial strength and size according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company:

<u>Bond (Total Contract) Amount</u>	<u>Best's Rating</u>
\$ 500,001 to \$1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over \$10,000,000	A IX

For contracts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- a) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.
- b) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- c) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under Section 31 U.S.C. 9304-9308.
- d) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled “Surety Companies Acceptable on Federal Bonds”, published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- e) For contracts in excess of \$500,000 the provision of this Sub-Article must be adhered to, plus the surety insurer must have been listed on the United States Treasury list for at least three (3) consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- f) Surety bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- g) The attorney-in-fact or other officer who signs an Exhibit C, “Surety Performance and Payment Bond” for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

The Bond shall be delivered to the Department upon execution of the contract between the Concessionaire and its contractor.

- C. **Insurance Required of Construction Contractor(s):** The limits for each type of insurance may be revised upon review and approval of the construction plans. Additional types of insurance coverage may be required if, upon review of the construction plans, the Department reasonably determines that such coverage is necessary or desirable.

The Concessionaire shall cause its contractor(s) to provide certificates of insurance and copies of original policies, if requested, which shall clearly indicate that the construction contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article. Evidence of such coverage must be submitted prior to any construction:

- (a) Workers' Compensation as required by Chapter 440, Florida Statutes.
- (b) Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. The County and the Concessionaire must be shown as an additional insured with respect to this coverage.
- (c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$300,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the contractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Department's Risk Management Office.

- D. **Certificate Continuity:** The contractor(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force throughout the performance of the contract and until the Service has been accepted by the Concessionaire and approved by the Concessionaire and the Department. If insurance certificates are scheduled to expire during the contract period, the contractor(s) shall be responsible for submitting new or renewed insurance certificates to the Concessionaire at a minimum of thirty (30) Days before such expiration.

- E. **Insurance Company Rating Requirements:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the MDAD Risk Management Office.

- F. **Right to Examine**: The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to binders, amendments, exclusions, endorsements, riders, and applications) to determine the true extent of coverage. The contractor shall be required by the Concessionaire to agree to permit such inspection at the offices of the Department. In addition, upon request (but no later than five (5) Days from the date of request, unless such longer period is agreed to by the Department) the Concessionaire agrees to provide copies to the Department, at the Concessionaire's sole cost and expense.
- G. **Personal Property**: Any personal property of the contractor, or of others, placed in the Location(s) shall be at the sole risk of the contractor or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

ARTICLE 12– DEFAULT AND TERMINATION BY COUNTY

12.01 EVENTS OF DEFAULT: A default shall mean a breach of this Agreement by the Concessionaire (an “Event of Default”). In addition to those defaults defined in **Sub- Article 12.02 “Payment Default”, Sub-Article 12.03 “Other Defaults”, and Sub-Article 12.04 “Habitual Default”**, an Event of Default, may also include one (1) or more of the following occurrence

- (A) The Concessionaire has violated the terms and conditions of this Agreement;
- (B) The Concessionaire has failed to make prompt payment to subcontractors or suppliers for any service or work provided for the design, installation, operation, or maintenance of the Concessionaire's facilities;
- (C) The Concessionaire has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Concessionaire's creditors, or the Concessionaire has taken advantage of any insolvency statute or debtor/creditor law, or the Concessionaire's affairs have been put in the hands of a receiver;
- (D) The occurrence of any act, which operates to deprive Concessionaire of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein;
- (E) Abandonment or discontinuance of operations,, by Concessionaire of its business by any act(s) of Concessionaire;
- (F) Any persistent violation on the part of Concessionaire, its agents or employees of the traffic rules and regulations of local, County, State or Airport or disregard of the safety of persons using the Airports, upon failure by Concessionaire to correct the same;
- (G) Failure on the part of Concessionaire to maintain the quality of service required by the terms of this Agreement, including, but not limited to, any cessation or diminution of service by reason of Concessionaire being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such use is due to strike, lockout, or bona fide labor dispute;
- (H) Failure by Concessionaire to maintain its equipment in a manner satisfactory to the Director;

- (I) The Concessionaire has failed to obtain the approval of the Department where required by this Agreement;
- (J) The Concessionaire or its Sub-tenants (if applicable) has failed to provide adequate assurances as required under **Sub-Article 12.10 “Adequate Assurances”**;
- (K) The Concessionaire has failed to comply with **Article 14 “Airport Concession Disadvantaged Business Enterprise Participation Plan”**;
- (L) The Concessionaire has failed in a representation or warranty stated herein; or
- (M) The Concessionaire has received three (3) notices of default of any kind, within a twenty-four (24) month period.

12.02 PAYMENT DEFAULT: Failure of the Concessionaire to make Annual Rental payments and Percentage Fee payments and other charges required to be paid herein when due and fails to cure the same within five (5) Days after written notice shall constitute a default, and the County may, at its option, terminate this Agreement after five (5) Days’ notice in writing to the Concessionaire.

12.03 OTHER DEFAULTS: The Department shall have the right, upon thirty (30) Days written notice to the Concessionaire to terminate this Agreement upon the occurrence of any act of default unless the same shall have been corrected within thirty (30) Days after written notice; provided, however, that the Department may, but is not required to, extend the time for cure as individual circumstances may warrant with such extension not to be construed as a waiver of any of the Department’s rights hereunder. In the event a specific provision of this Agreement provides for a shorter cure period in the event of a specific default, that shorter provision shall take precedence over this section.

The notice of default shall specify the Termination Date by when Concessionaire shall discontinue the services.

12.04 HABITUAL DEFAULT: Notwithstanding the foregoing, in the event that the Concessionaire has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Concessionaire, regardless of whether the Concessionaire has cured each individual condition of breach or default as provided for in **Sub-Article 12.02 “Payment Default”** and **Sub-Article 12.03 “Other Defaults”** above, the Concessionaire may be determined by the Director to be an “habitual violator”. At the time that such determination is made, the Director shall issue to the Concessionaire a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Concessionaire 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 noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Department may terminate this Agreement upon the giving of written notice of termination to the Concessionaire, 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 Concessionaire shall have no further rights hereunder. Immediately upon receipt of said

notice of termination, the Concessionaire shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with **Sub-Article 12.11 “Actions at Termination”** hereof.

- 12.05 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE:** If an Event of Default occurs, the Department shall notify the Concessionaire by sending a notice of default, specifying the basis for such Event of Default, and advising the Concessionaire that such default must be cured immediately, or this Agreement with the Department may be terminated.
- 12.06 UNAMORTIZED INVESTMENT EXTINGUISHED:** Termination of this Agreement based upon **Sub-Article 12.07 “Termination for Abandonment”**, **Sub-Article 12.02 “Payment Default”**, **Sub-Article 12.03 “Other Defaults”**, **Sub-Article 12.04 “Habitual Default”**, or **Sub-Article 12.08 “Termination for Cause”**, shall extinguish any unamortized investment amounts owed the Concessionaire by the Department, for the slippage in Location Turnover Dates.
- 12.07 TERMINATION FOR ABANDONMENT:** This Agreement may be terminated in its entirety upon the abandonment by the Concessionaire of the Location or the discontinuance of Concessionaire’s services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, and the failure to cure the same within three (3) calendar days after written notice unless such abandonment or discontinuance has been caused by civil disturbance, governmental order, Act of God or force majeure event that prevents the Concessionaire from providing services on the Location for the purposes authorized in **Article 2 “Use of Location”**. Such termination shall constitute an event of default, and the County shall be entitled to all remedies for such default provided for in this Agreement.
- 12.08 TERMINATION FOR CAUSE:** The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable, or (iii) if the Concessionaire is found to have submitted a materially false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney’s fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be barred from County contracting for up to five (5) years in accordance with the County’s debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the “Code”).

12.09 TERMINATION FOR CONVENIENCE: The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement in its entirety upon ninety (90) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems termination is in the best interest of the Department based on the then existing passenger, airline, or community needs, or impacts on same from such existing Concession. In such circumstance, the County will solely be responsible for paying the Concessionaire the appraised fair market value of the Locations, but in no event less than the unamortized value of the investment made to the Locations based on a monthly straight line amortization period equal to the Term. Values shall be determined by two Members of the Appraisal Institute (MAI appraisers) one selected by the Department and the other selected by the Concessionaire. One appraiser shall be chosen by the Concessionaire, and one appraiser shall be chosen by the Department. If the average of the two appraisals is not more than (i) 10% higher than the lower appraisal and (ii) 10% lower than the higher appraisal, the average of the two appraisals shall be the appraised value. Otherwise, the two appraisers shall choose a third MAI appraiser to determine the appraised value of the Locations. The third MAI appraiser's valuation will be final, provided that if the valuation is greater than the higher of the other appraisals or less than lower of the other appraisals, the valuation will be deemed the appraisal closest in value to the third appraisal. Amortization shall be calculated on a straight-line basis ending on the end of the Term of the Agreement. Within one hundred twenty (120) calendar days after determination of the appraised fair market value (either the average value of the two MAI appraisers or the value determined by the third MAI appraiser), the Department shall pay the Concessionaire the appraised value of the Locations, as of the date of the notice of termination. After payment of the appraised value, the County shall not be responsible for any other additional costs or amounts including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income, or costs of goods in storage or transit.

12.10 ADEQUATE ASSURANCES: When, in the opinion of the Department, reasonable grounds for uncertainty exist with respect to the Concessionaire's ability to perform the work or any portion thereof, the Department may request that the Concessionaire, within the time frame set forth in the Department's request, provide adequate assurances to the Department, in writing, of the Concessionaire's ability to perform in accordance with terms of this Agreement. If the Concessionaire fails to provide to the Department the requested assurances within the prescribed time frame, the Department may:

1. Treat such failure as a repudiation of this Agreement; and
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

12.11 ACTIONS AT TERMINATION: The Concessionaire shall, upon receipt of such notice to terminate, and as directed by the Department:

- (A) Stop all work as specified in the notice to terminate;
- (B) Take such action as may be necessary for the protection and preservation of the Location and other Department materials and property;

- (C) Vacate, quit, and surrender, all Location and storage/support spaces and account for all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County on or before the date of termination. If terminated for cause, the Concessionaire shall be liable to the County for all damages, direct and indirect, incurred by the County as a result of such termination, including but not limited to loss of future Annual Rental Payment, loss of revenue, loss of passengers, loss of opportunity, or loss of goodwill. The existence of a bond or letter of credit supplied pursuant to **Article 3 “Rentals, Payments and Reports”** of this Agreement shall not serve as a limitation on damages beyond the penal sum of the bond or letter of credit, and the County may avail itself of the bond or letter of credit, or both, and also all remedies as may be available at law or equity against Concessionaire.

ARTICLE 13 – CLAIMS AND TERMINATION BY CONCESSIONAIRE

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under this Agreement, it will be made in writing to the Director within thirty (30) Days of the occurrence of the event. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The claim will be accompanied by a certification, in the form provided for in the County’s False Claims Ordinance. The Concessionaire shall additionally, at the direction of the Director, provide County staff, Audit and Management Services, and/or the Office of the Inspector General access to documents, records, and/or financial materials as may be necessary to substantiate such claim, without limitation, and within 30 days of the Director’s request. Failure to present and process any claim in accordance with this Sub-Article shall be conclusively deemed a waiver, abandonment or relinquishment of any such claim, it being expressly understood and agreed that the timely presentation of claims, in sufficient detail to allow proper investigation and prompt resolution thereof, is essential to the administration of this Agreement.

The dispute will be decided by the Director, who will mail or otherwise furnish a written copy of the decision to the Concessionaire at the address furnished in **Sub-Article 18.09 “Notices”**. The decision of the Director will be final and conclusive unless, within thirty (30) Days from the date of receipt of such copy, the Concessionaire mails or otherwise furnishes to the Department a written appeal addressed to the Mayor. In connection with any appeal proceeding under this provision, the Concessionaire shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. The decision of the Mayor, or the Mayor’s duly authorized representative for the determination of such appeals, will be final and conclusive unless, within thirty (30) Days of the Concessionaire’s receipt of such decision from the County Mayor duly authorized representative, the Concessionaire files an action, petition or other writ in the Eleventh Circuit Court of Florida, Appellate Division seeking review of the decision as arbitrary, capricious, or contrary to law. Pending final decision of a dispute hereunder, the Concessionaire shall proceed diligently with the performance of this Agreement and in accordance with the County’s decision. Failure to perform in accordance with the decision of the Director or the Mayor shall be cause for termination of this Agreement in accordance with **Sub-Article 12.03 “Other Defaults”**. The failure of the Concessionaire to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event. Claims regarding Government Delay

or Force Majeure in the construction of Improvements subject to Exhibit R shall be resolved pursuant to Section 4.00 above prior to invocation of this dispute process.

13.02 TERMINATION BY CONCESSIONAIRE: The Concessionaire shall have the right, upon thirty (30) Days written notice to the County to terminate this Agreement, without liability to the County at any time after the occurrence of one or more of the following events:

- (A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the injunction remaining in force for a period of more than one hundred eighty (180) Days.
- (B) A breach by the County of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the County and failure of the Department to remedy such breach for a period of one hundred eighty (180) Days after receipt of written notice from the Concessionaire of the existence of such breach.
- (C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the airport locations or any substantial part, or parts thereof, in such a manner as substantially to restrict the Concessionaire's provision of services for a period of one hundred eighty (180) Days.

ARTICLE 14

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES

14.01 ACDBE REQUIREMENTS: The Department has established a ACDBE goal for this Agreement of XX% of Gross Revenues, to be achieved through the joint venture with certified ACDBE's or the sublease to certified ACDBE's or ACDBE joint ventures. Concessionaire will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting ACDBE revenue and operational expenses, on or before the tenth (10th) day of every month.

14.02 AFFIRMATIVE ACTION AND AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Concessionaire acknowledges that the Provisions of 14 CFR Part 152, Affirmative Action Employment Programs, Provisions of Title VI of the Civil Rights Act of 1964, and 49 CFR Part 23, Airport Concession Disadvantaged Business Enterprise Programs, are applicable to the activities of the Concessionaire under the terms of the Agreement, unless exempted by said regulations or the repeal thereof, and hereby agrees to comply with all requirements of the Department, U.S. Department of Transportation and the Federal Aviation Administration.

These requirements may include, but not be limited to, the compliance with Airport Concession Disadvantaged Business Enterprise and/or Employment Affirmative Action objectives, including (if and to the extent applicable) the element of the Department's ACDBE Program to provide for the structuring of concession opportunities to facilitate competition by small business concerns as approved by the FAA pursuant to 19 CFR § 23.26, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the MDAD. In the event it has been determined, in accordance with applicable regulations, if

any, that the Concessionaire has defaulted in the requirement to comply with the provisions of this section and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

The Concessionaire shall include the following nondiscrimination language in concession and management contracts with MDAD, which is an assurance and clarification clause requested by the DOT, and approved by the Miami-Dade Aviation Director:

“This agreement is subject to the requirements of the US Department of Transportation’s Regulations 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23”.

“The concessionaire agrees to include the above statements in any subsequent concession agreement covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements”.

The Provisions of this Section shall be considered to be in addition to and not in lieu of the provisions of Title VI of the Civil Rights Act of 1964.

The Concessionaire agrees to include the above statements in any subsequent lease and concession agreements.

ARTICLE 15 - RULES, REGULATIONS AND PERMITS

15.01 RULES AND REGULATIONS: The Concessionaire shall comply and cause its Sub-tenants (if applicable) to comply, with the Ordinances of the County including Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder by the Department, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders, Implementing Orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement. Contractor shall comply with all applicable laws and County Resolutions and Ordinances, as same may be amended from time to time, including as relates to the use of single-use plastics and closed loop recycling, the substantive requirements of which Concessionaire agrees apply to this Agreement as a matter of contract, and to the extent such laws remain in effect.

In the event that the County's Ordinances and Resolutions related to single use plastics and polystyrene and/or closed loop recycling are deemed inapplicable to this Agreement or otherwise unenforceable, the Concessionaire and/or its Sub-tenants may choose to cease complying with such Ordinances and Resolutions; however, in the event Concessionaire and/or its Sub-tenants does not continue to comply, the Percentage Fee due to the County for each such non-compliant location shall increase by half of one tenth quarter of one percent (0.0525%). The Concessionaire understands that the percentage fee set in this Agreement is

based on certain County assumptions regarding the Concessionaire's costs and that in the event Concessionaire's costs decrease due to a change in governing law, the Concessionaire's or its Sub-tenant's savings in costs justifies the County claiming additional amounts in percentage fees. All the proceeds resulting from the 0.05% fee shall be used for sustainability initiatives within the Airport.

15.02 VIOLATIONS OF RULES AND REGULATIONS: The Concessionaire agrees to pay, on behalf of the County, any Damage, assessment or fine issued against the County, or the Department 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 Concessionaire, its agents, employees, Sub-tenants (if applicable) or invitees, have violated any law, ordinance, regulation or rule described in **Sub-Article 15.01 "Rules and Regulations"** or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of **Sub-Article 15.02 "Violations of Rules and Regulations"** and **Sub-Article 15.01 "Rules and Regulations"** shall be included in every Sub-Lease and other agreements which the Concessionaire may enter into related to its activities under this Agreement and that any such Sub-Lease 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 subleasing.

15.03 PERMITS AND LICENSES: The Concessionaire shall obtain, pay for, and maintain on a current basis and make available to the Department upon request, all permits, and licenses as required for the performance of its services. The Concessionaire shall cause its Sub-tenants (if applicable) to do the same.

15.04 INTENTIONALLY OMITTED

15.05 LABOR PEACE REQUIREMENT – RESOLUTION NO. R-148-07: The Concessionaire provided a signed copy of the labor peace agreement for their employees as part of their Proposal to assure that no labor dispute or unrest will disrupt their operations at Miami International Airport (MIA) (See Exhibit M). Furthermore, the County has the right, in the event of a labor disruption, to suspend its obligations under the contract while the labor disruption is ongoing and to use alternative means to provide the service that is affected by the labor disruption. In the event a Concessionaire is unable to reach an agreement with a labor organization regarding the terms of a labor peace agreement, the dispute between the Concessionaire and the labor organization shall be resolved by expedited binding arbitration in which the decision shall be rendered within ten (10) days of the request for arbitration but no later than five (5) days prior to the date the proposal is due. The Concessionaire and the labor organization shall equally share the costs of arbitration.

15.06 LIVING WAGE: The Concessionaire and its Sub-tenants shall comply with section 2-8.9 of the Code of Miami-Dade County, and Administrative Order No. 3-30, as may be amended from time to time, requiring the payment to covered employees the applicable hourly living wage rate, with or without health benefits and that it shall comply with the administrative and records keeping required of the concessionaire set forth in the Administrative Order. The Concessionaire and its Sub-tenants shall also ensure that its subcontractors comply with

the order in respect to their employees.

In the event that the County's Living Wage Ordinance is deemed inapplicable to this Agreement, the Concessionaire and/or its Sub-tenants may choose to pay, but will not be required to pay, its employees less than the Living Wage; however, in the event Concessionaire and/or its Sub-tenants pays such lesser wage the percentage fee on gross sales due to the Department shall be increased by two (2) percentage points for each month at any Location of the Concessionaire and/or its Sub-tenants in which the employees are not paid the Living Wage. The Concessionaire understands that the percentage fee set in this Agreement is based on certain County assumptions regarding the Concessionaire's cost of labor, and that in the event Concessionaire's labor costs decrease, the Concessionaire's or its Sub-tenant's savings in labor costs justifies the County claiming additional amounts in percentage fees. The Concessionaire will increase by two (2) percentage points the percentage rent of any Sub-tenant that so chooses not to pay the Living Wage (as adjusted) following any determination of inapplicability to compensate the Concessionaire for the increased percentage rent payable by the Concessionaire to the County for the Sub-tenant's Location(s) at which the Living Wage (as adjusted) is no longer paid.

For purposes of determining whether or not Concessionaire is paying less than Living Wage following any determination that Living Wage is not applicable, the point of comparison shall be to the last Living Wage as promulgated by the County, as escalated by the Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach for each year following the determination of inapplicability.

15.07 MIAMI-DADE AVIATION DEPARTMENT OPERATIONAL DIRECTIVES The Concessionaire shall comply with the Miami-Dade Aviation Department (MDAD) Operational Directives, as may be amended from time to time. Please refer to MDAD Operational Directives available at <http://www.miami-airport.com/od2.asp>.

15.08 [NOT USED]

ARTICLE 16 – GOVERNING LAW

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

16.02 NOTICE OF COMMENCEMENT OF CIVIL ACTION: In the event that the County or the Concessionaire commence a civil action in the state or Federal courts for Miami- Dade County, where such action is based in whole or in part upon an alleged breach of this Agreement, the County and the Concessionaire agree to waive the procedures for initial service of process mandated by Chapters 48 and 83 of the Florida Statutes, by Rule 1.070 of the Florida Rules of Civil Procedure, and by Rule 4(c) of the Federal Rules of Civil Procedures. In such event, the County and the Concessionaire agree to submit to the jurisdiction of the court in which the action has been filed when initial service has been made either by personal service or by certified mail, returned receipt requested upon the representatives of the parties indicated in **Sub-Article 18.09 “Notices”** of this Agreement,

with a copy provided to the County Attorney and the attorney, if any, which the Concessionaire has designated in writing. Notwithstanding the foregoing, and in addition thereto, the Concessionaire, if a corporation or limited company, shall designate a registered agent and a registered office and file such designation with the Florida Department of State in accordance with Chapters 48 and 607 of the Florida Statutes.

- 16.03 REGISTERED OFFICE/AGENT JURISDICTION:** The Concessionaire, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Concessionaire is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement. If Concessionaire is a joint venture and not a corporation, the parties to the joint venture hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 17 – TRUST AGREEMENT

- 17.01 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 (link below), dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JPMorgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the “Trust Agreement”), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any 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 may be examined by the Concessionaire at the offices of the Department during normal working hours. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

The Amended and Restated Trust Agreement link:

<https://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf>

- 17.02 ADJUSTMENT OF TERMS AND CONDITIONS:** If at any time during the Term or any Extension thereto, as applicable, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the Department by the Concessionaire or by other Concessionaires under other agreements of the Department for the lease or use of Location 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 terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly

discriminatory to any user of like locations 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 upon the issuance of written notice from the County to the Concessionaire.

- 17.03 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 Location and any storage/support spaces at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement or applicable law. The right of inspection shall impose no duty on the County to inspect and shall impart no liability on the County should it not make such inspection(s).
- 17.04 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW:** Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of the Proposal, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Concessionaire shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Proposal or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Concessionaire's cost/price for this Proposal be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Concessionaire, its officers, agents, employees, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities, and performance of the Concessionaire in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Proposer or third party.
- 17.05 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW:** According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one (1) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County**

Board of County Commissioners may authorize the inclusion of the fee assessment of one-quarter (1/4) of one (1) percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 18 – OTHER PROVISIONS

18.01 PAYMENT OF TAXES: The Concessionaire shall pay all taxes lawfully assessed against its interests in the Location and any support/storage spaces and its services hereunder, including sales tax upon the fees and other charges payable by the Concessionaire to the Department hereunder, provided however, that the Concessionaire shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute an Event of Default, pursuant to **Sub-Article 12.03 “Other Defaults”** hereof.

18.02 ALTERATIONS BY CONCESSIONAIRE: The Concessionaire shall not alter or modify the Location and or any support/storage spaces, except in accordance with **Article 4**

“Improvements to the Location” herein, without first obtaining written approval from the Department.

- 18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT:** Wherever in this Agreement rights are reserved to the County such rights may be exercised by the Department except as otherwise expressly provided in this Agreement.
- 18.04 ADMINISTRATIVE MODIFICATIONS:** It is understood and agreed to that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, including the provisions of **Sub-Article 1.07 “Addition, Deletion and Modification of Location”**, **Sub-Article 18.02 “Alterations by Concessionaire”**, **Sub-Article, 21.02 “Right to Amend”**, and **Sub-Article 21.04 “Right to Modify”**.
- 18.05 SECURITY:** The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Location. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of the Location shall be the sole responsibility of the Concessionaire (and its Sub-tenants, where applicable) and shall involve no cost to the Department.
- 18.06 RIGHTS OF DEPARTMENT AT AIRPORT:** The Department shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and locations at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole acts of negligence or intentional acts of the County, its employees, contractors, subcontractors, licensees, or agents.
- 18.07 OTHER DEPARTMENT RIGHTS:** The Concessionaire shall be liable for any physical damage caused to the Location by the Concessionaire, its employees, agents, contractors, subcontractors, suppliers, or it’s Sub-tenants (if applicable). The liability shall encompass: (i) the Concessionaire’s repair of the Location, or if the Location cannot be repaired, payment to the Department of the fair market value replacement cost of the Location; and (ii) any other such damages to the Department arising from the physical damage caused by the Concessionaire or its Sub-tenants (if applicable) and its employees, agents, contractors, subcontractors, or suppliers. The County may also initiate an action for specific performance and/or injunctive relief.
- 18.08 FEDERAL SUBORDINATION:** This Agreement shall be subordinate to the provisions of any existing or future agreements between the Department 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 the United States of America shall be suspended.
- 18.09 NOTICES:** Any notices given under the provisions of this Agreement shall be in writing

and shall be hand delivered or sent by facsimile transmission (providing evidence of receipt), nationally recognized overnight courier service, or Registered or Certified Mail, Return Receipt Requested, to:

To the County:
(Mailing Address)

Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

or (physical address):

Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor
Miami, FL 33122

To the Concessionaire:

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by: (i) facsimile shall be deemed tendered on the date indicated on the facsimile confirmation receipt; (ii) nationally recognized overnight courier service shall be deemed tendered on the delivery date indicated on the courier service receipt; and (iii) Registered or Certified Mail shall be deemed tendered on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

- 18.10 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 shall be severable.
- 18.11 RIGHTS RESERVED TO DEPARTMENT:** All rights not specifically granted the Concessionaire by this Agreement are reserved to the Department.
- 18.12 COUNTY LIEN:** The County shall have a lien upon all personal property of the Concessionaire in the Location to secure the payment to the Department of any unpaid monies accruing to the Department under the terms of this Agreement.
- 18.13 AUTHORIZED USES ONLY:** The Concessionaire shall not use or permit the use of the Location or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the Department on or invalidate any insurance

policies of the Department or any policies of insurance written on behalf of the Concessionaire under this Agreement.

18.14 NO WAIVER: There shall be no waiver of the right of the Department 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 the Concessionaire, unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the Department to demand strict performance of the provisions, terms, and covenants of this Agreement with performance hereof by the Concessionaire.

18.15 SECURED AREAS/AIRFIELD OPERATIONS AREA (AOA) STERILE AREAS SECURITY: The Concessionaire acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Homeland Security, Transportation Security Administration's (TSA) Code of Federal Regulations 49 CFR Part 1542 et al, Federal Aviation Administration FAA, Customs and Border Protection CBP, the MDAD Airport Security Plan and applicable Security Directives issued by TSA and the Aviation Department as set forth from time to time relating to Concessionaire's activities at the Miami International Airport (MIA).

In order to maintain high levels of security at MIA, the Concessionaire must obtain MDAD photo identification badges for all the Concessionaire employees who are authorized access to the Secured/AOA/Security Identification Display Area (SIDA), Sterile Concourse Areas or any other restricted areas of the Airport as may be required and designated in the Airport's Security Plan. All Concessionaire employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history records checks.

The Concessionaire shall be responsible for requesting MDAD to issue identification badges to all employees who the Concessionaire requests to be authorized access to the Secured/AOA/SIDA/Sterile Concourse Areas and any other restricted areas of the airport as may be required and designated in the Airport's Security Plan and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employer of the Concessionaire or upon final acceptance of the work or termination of this Agreement. The Concessionaire will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

All employees of the Concessionaire who must work within MDAD Secured/AOA/SIDA/Sterile Concourse areas or any other restricted areas at MIA shall be supplied with MDAD identification badges as specified above, which must be always worn while within the referenced secured areas. Badges shall be worn/displayed on outer garments above the waist to be clearly visible in order to distinguish, on sight, employees assigned to a particular company area. Each employee must complete the Security Identification Display Area SIDA training program conducted by the MDAD Security Division Credentialing Office before any ID badge is issued to such employee and comply with all other TSA, Homeland Security, FAA, CBP and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued.

Concessionaire Ramp Permits will be issued to the Concessionaire authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department vehicle access control gates for the term of any Project. These permits will be issued only for those vehicles that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicles.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance is provided to MDAD Airside Operations Division upon request.

Only Concessionaire staff with proper access zone pictured MDAD SIDA ID badges shall be allowed to operate a motor vehicle on the AOA without a MDAD escort. The Concessionaire shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course, Reoccurring AOA Driver and Movement Area Driver training programs conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

The Concessionaire agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Concessionaire 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, Homeland Security, FAA, CBP, 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 review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA should be advised, in writing, of the reason for such denial.

The Concessionaire 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 and to maximize compliance with TSA, Homeland Security, FAA/Federal Inspection Services agencies and MDAD access control and security policies and procedures as may be required and designated in the Airport Security Plan and the Miami-Dade Aviation Department Rules and Regulations Chapter 25.

The Concessionaire understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.

The Concessionaire 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 Concessionaire in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Concessionaire.

Notwithstanding the specific provisions of this Article, the Owner 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 TSA/Homeland Security/FAA/Federal Inspection Services agencies.

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

Concessionaire agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Concessionaire agrees that in addition to all remedies, Damages, and sanctions that may be imposed by TSA, Homeland Security, FAA, Federal Inspection Services Agencies or MDAD upon Concessionaire sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions. The Concessionaire shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and Damages arising there from, such costs to include reasonable attorneys' fees.

- 18.16 INTENT OF AGREEMENT:** This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries or to any other person; or (b) authorize non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.
- 18.17 MODIFICATIONS:** This Agreement may be modified and revised in writing and duly executed by the parties hereto. Such modification may be made unilateral by the Department only as permitted pursuant to **Sub-Article 18.04 "Administrative Modifications"**, **Sub-Article 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**. Any oral representation or modification concerning this Agreement shall be of no force or effect. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.
- 18.18 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. When accumulated in a building in sufficient quantities, it 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."**
- 18.19 TRADEMARKS AND LICENSES:** The Department may, from time to time, require the

Concessionaire as part of its advertising and marketing program to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the Department in the performance of this Agreement which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Concessionaire and the Department, on behalf of the Department granting the Concessionaire the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefor.

Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.

- 18.20 HEADINGS:** The headings of the various Articles and Sub-Articles of this Agreement, and its Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- 18.21 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.
- 18.22 GOVERNMENTAL DEPARTMENT:** 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.
- 18.23 INDEPENDENT CONTRACTOR:** The Concessionaire shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Concessionaire in the performance of this Agreement shall be considered to be, at all times, the sole employees (or independent contractors, if applicable) of the Concessionaire under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Concessionaire represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee (or independent contractor, if applicable) working solely for the Concessionaire to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the Contractor for any reason.
- 18.24 OTHER LIENS:** Concessionaire shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Location, the leasehold, or the furniture, fixtures and equipment or any portion thereof. Concessionaire or its Sub-tenants shall not permit or suffer any liens, including mechanics', materialmen's and tax liens to be imposed upon the Location, or any part thereof, without promptly discharging the same. Notwithstanding the foregoing, Concessionaire, or its Sub-tenants (if applicable) may in good faith contest any such lien if Concessionaire provides a bond in an amount and form acceptable to Department in order to clear the record of any such liens. Concessionaire further agrees that it shall not sell,

convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer its leasehold interest in the Location or any personal property or trade fixtures in the Location, including any furniture, fixtures and equipment or any part thereof or permit any of the foregoing to occur, Concessionaire shall assume the defense of and indemnify and hold harmless County against any and all liens and charges of any and every nature and kind which may at any time be established against said Location and improvements, or any part thereof, as a consequence of any act or omission of Concessionaire or its Sub-tenants (if applicable) or as a consequence of the existence of Concessionaire's interest under this Lease.

18.25 FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP"): Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/> or by contacting the SFWIB at (305) 594-7615, Extension 407 (Refer to Exhibit N).

18.26 RIGHT TO REGULATE: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the Department, as a political subdivision of the State of Florida, to regulate the Concessionaire or its services.

ARTICLE 19 – NOT USED (SUB-LEASES)

ARTICLE 20 - WAIVER OF CLAIMS

By entering into this Agreement, Concessionaire affirmatively represents and warrants that it has no claims of any kind against Miami-Dade County, its officers, elected officials, employees, or assigns as may have accrued through the execution of this Agreement, nor any claim of any kind arising out of any prior lease and concession agreement between Concessionaire and Miami-Dade County, without limitation, and any claims which Concessionaire could have brought relating such prior concession agreements, whether known or unknown, are waived and released, without limitation. Any Locations previously allocated to Concessionaire under any prior Lease and Concession Agreement, but which were never built out and operated by Concessionaire, shall be deemed abandoned by Concessionaire and Concessionaire shall have no claims or entitlement related to such Locations, except to the extent such Location is expressly granted to Concessionaire under this Agreement and is expressly listed on Exhibit XX.

The Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and the Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part thereof, or by judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. The Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Location available to the Concessionaire or by reason of any defects or deficiencies in the Location or in the terminal building including any defect or deficiency in the Location or in the terminal building which substantially impedes the Concessionaire's ability to operate a concession at the Location (if applicable) or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department, and their officers and employees, but not any other person or entity, from any and all demands, claims, actions, and causes of action arising from any of such causes. This waiver expressly excludes any claims for recovery of the unamortized costs of improvements to the extent otherwise provided by this Agreement. By entering into this Agreement, Miami-Dade County affirmatively represents and warrants that it has no claims of any kind against Concessionaire, its officers, directors, managers, employees, or assigns as may have accrued through the execution of this Agreement, nor any claim of any kind arising out of any prior lease and concession agreement (including the Amended Original Agreement) between Concessionaire and Miami-Dade County, without limitation, and any claims which Miami-Dade County could have brought relating such prior concession agreements, whether known or unknown, are waived and released, without limitation; however, nothing contained herein shall waive or release any claims arising out of or relating to fraud or concealment on the part of Concessionaire, whether or not such claims are known or could be known on the part of the County, and any claims for unpaid wages under the County's Living Wage Ordinance.

ARTICLE 21 - REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

- 21.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY:** This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal, State, County laws, and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the County and the State of Florida, or its boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of Federal, State, County funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.
- 21.02 RIGHT TO AMEND:** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport,

Concessionaire hereby consents to any and all such modifications and changes as may be reasonably required.

21.03 CONCESSIONAIRE COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

1. Concessionaire on behalf of itself, ;successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, , or veteran status, , or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Location or the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds of-r race, color national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression , or veteran status, , or status as victim of domestic violence, dating violence or stalking shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) that Concessionaire shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or veteran status,, or status as victim of domestic violence, dating violence or stalking. Should Concessionaire authorize another person or entity, with Department's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Concessionaire shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Concessionaire shall furnish the original or a true copy of such agreement to Department.
2. Concessionaire will provide to provide all information and reports required by said Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its Location as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Location and the improvements thereto and hold the same as if this Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
4. Concessionaire assures County that no person shall be excluded on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression or , or veteran status, or status as victim of domestic violence, dating violence or stalking, as applicable, from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures County that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Department.
5. Concessionaire further assures County that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression , or veteran status, or status as victim of domestic violence, dating violence or stalking be excluded from participating in any activity conducted at or in connection with its operations at the Location. Concessionaire also assures County that it will require its contractors to provide assurances to the same effect and ensure that such assurances are included in contracts and Sub-Lease agreements at all tiers which are entered into in connection with Concessionaire's services hereunder.
6. a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, religion, ancestry, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression , or veteran status, or status as victim of domestic violence, dating violence or stalking, as applicable, in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly

include the statements in further agreements.

7. County may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Concessionaire agrees that it will adopt such requirements as part of this Agreement.

21.04 RIGHT TO MODIFY: The parties hereto covenant and agree that, during the Term and/or Extension, if applicable, this Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission or FAA rulings or opinions. This Sub-Article shall not preclude Concessionaire from contesting said rulings or opinions, but the Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

21.05 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS: The Concessionaire agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided hereunder, as required to permit the Department's capital expansion projects to be planned and constructed by the Department with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by the Concessionaire and delivery to the Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System.

21.06 REMEDIES: All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

21.07 REGULATIONS OF DEPARTMENT: The rights and privileges granted to the Concessionaire hereunder and the occupancy and use by the Concessionaire of the Location shall at all times be subject to reasonable rules and regulations of Department as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Department's policies and procedures as the same may be amended from time to time.

21.08 INTEREST: Any sums payable to the Department by the Concessionaire under any provisions of this Agreement, which may be amended from time to time, which are not paid when due shall bear interest at the rate of **one and one half percent (1 1/2%)** per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

21.09 MISCELLANEOUS PROVISIONS: The Concessionaire, and its agents, contractors, sub-contractors and/or employees shall promptly observe and comply with applicable provisions

of all Federal, State, and local statutes, ordinances, regulations, and rules which govern or apply to the Concessionaire or to its services or operations hereunder.

1. The Concessionaire shall, at its own cost and expense, procure and keep in force during the Term and any Extension thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Concessionaire to provide its services hereunder and shall pay all taxes, (including sales and use taxes), assessments including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Concessionaire's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the County hereunder, on the rights and privileges granted to the Concessionaire herein, on the Location and on any and all equipment installed on the Location and the Concessionaire shall make and file all applications, reports, and returns required in connection therewith.
2. The Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Concessionaire, officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport, or any equipment or property located thereon.
3. The Concessionaire is not authorized to act as the County's agent hereunder and shall have no authority, express or implied, to act for or bind the County hereunder and nothing contained in this Agreement shall be deemed or construed by the County or the Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the County the joint employer of any employee of the Concessionaire.
4. The County shall have the right during the Concessionaire's normal business hours (and at any time during an emergency) to inspect the Location and the property of the Concessionaire located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect people and property.
5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
6. Time is expressed to be the essence of this Agreement.
7. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.
8. If any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contain herein.
9. Except as otherwise provided herein, if certain action may be taken only with the consent or approval of the County, or if a determination or judgment is to be made by the County, such consent or approval may be granted or withheld, or such determination

or judgment shall be made, in the sole discretion of the County or the County.

10. The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance. The Concessionaire shall comply with these requirements.

21.10 FORCE MAJEURE:

Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided in this Agreement, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control of the affected party and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and

(ii) above apply, the following are examples of causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (including earthquakes, fire, lighting, floods, and hurricanes and other windstorms but excluding normal or seasonal weather conditions); riot or insurrection; wars; inability to obtain required permits or licenses despite diligent and good faith efforts by the applicant; blockades; embargoes; sabotage; epidemics, pandemics or public health emergencies which require suspension of airport activity or the governmental response to which mandates the shutdown of Concessionaire locations; or acts or decisions of the Federal Aviation Administration, the Department of Transportation, the Transportation Security Administration, or the Environmental Protection Agency. The party affected shall provide written notice to the other party indicating nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby and shall exercise due diligence to mitigate the effect of the delay. The parties agree that the commercial impacts of COVID-19 (other than any governmental response to COVID-19, arising after the Lease Effective Date, which suspends airport activity or mandates the shutdown of the Concessionaire's Location(s)) are currently known to the parties, and that commercial impacts related to COVID-19 shall not constitute force majeure events.

In the event of any delay resulting from such causes and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

21.11 ASPIRATIONAL POLICY REGARDING DIVERSITY AND EMPLOYABILITY

305: Pursuant to Resolution No. R-1106-15 Miami-Dade County suppliers/vendors are encouraged to utilize a diverse workforce that is reflective of the racial, gender and ethnic diversity of Miami-Dade County and employ locally based small firms and employees from the communities where work is being performed in their performance of work for the County. Additionally, pursuant to Resolution R-230-22, County vendors are encouraged to employ individuals with disabilities, including those with Neurodivergent disorders. These policies shall not be a condition of contracting with the County, nor will they be a factor in the evaluation of solicitations.

21.12 PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY: The Concessionaire shall comply with the Public Records Laws of the State of Florida, including but not limited to,: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Concessionaire upon termination of the agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE MIAMI DADE AVIATION RECORDS CUSTODIAN, EDMUNDO PORTA, eporta@flymia.com. MIAMI-DADE AVIATION DEPARTMENT, RISK MANAGEMENT & SUPPORT SERVICES, P.O. BOX 025504, MIAMI, FLORIDA 33102-5504.

21.13 ENTIRE AGREEMENT: This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Concessionaire hereby affirms the completeness and accuracy of the information provided by Concessionaire to County in their Proposal, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to County in connection with the award of this Agreement. None of the provisions, terms or conditions contained in the Agreement may be modified or otherwise altered except as may be specifically authorized by **Sub-Article 18.04 "Administrative Modifications"** or the Sub- Articles stated therein, or by written instrument executed by the parties hereto.

21.14 FAA SPECIAL PROVISIONS:

A) Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees as follows:

1. Compliance with Regulations: The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities,

as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Non-discrimination:** The Concessionaire, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability) in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Concessionaire 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 Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the Nondiscrimination provisions of this Contract, the sponsor will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Concessionaire under the Contract until the Concessionaire complies; and/or
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract 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 Concessionaire will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Concessionaire becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the

Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this Contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the “Concessionaire”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - a. 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);
 - b. 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);
 - c. 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);
 - d. 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;
 - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - f. 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);
 - g. 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 Concessionaires, whether such programs or activities are Federally funded or not);
 - h. 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;
 - i. 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);
 - j. 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;

k. 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);

l. 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).

B) All Contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Concessionaire has full responsibility to monitor compliance to the referenced statute or regulation. The Concessionaire consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

C) All Contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Concessionaire must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

21.15 U.S. SOCCER FEDERATION 2026 WORLD CUP

The terms of this agreement are subordinate to the terms of the Airport Agreement submitted by Miami-Dade County to the United States Soccer Federation on February 21, 2018. In carrying out its obligations under this Contract, the Concessionaire shall not take or omit any action which is inconsistent with, or in derogation of, the County's obligations under the Airport Agreement. Where the Concessionaire's rights or obligations under this Agreement are in conflict with the County's obligations under the Airport Agreement, and upon notice by the County to the Concessionaire, the terms of this Agreement shall be deemed conformed to the County's obligations under the Airport Agreement. Where such conformance would cause a material change in this Agreement, Concessionaire shall have the right, upon written notice to the County within five (5) days of receipt of notice of such a conflict, to terminate this Agreement for convenience; in such termination, the Concessionaire shall have no cause of action for money damages of any kind, including but not limited to direct damages, unamortized costs or debt, stored or ordered materials, indirect damages, lost profits, loss of opportunity, loss of goodwill, or otherwise. In the event that the Concessionaire does not elect to terminate this Agreement within the time specified

herein, this Agreement shall be deemed to have been amended via consent of the parties to conform its terms to the requirements of the Airport Agreement, but only to the extent needed to avoid conflict with same.

NOTE: The Agreement between Miami-Dade County and the U.S. Soccer Federation is available at:

<http://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2018/180129min.pdf>

21.16 SUPPLIER/VENDOR REGISTRATION / CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Concessionaire shall be a registered vendor with the County –Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Concessionaire’s Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Concessionaire’s “County Vendor Number.” To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual’s Social- Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Supplier/Vendor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County’s Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

21.17 NOT USED (COUNTY USER ACCESS PROGRAM (UAP))

21.18 PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER OR CONTRACTED CARRIER) (Use if applicable or delete if not applicable to the Work/Services): By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as “Contract”), as applicable, the common carrier or contracted carrier (collectively referred to as “Carrier” or “Contractor”) is obligated to comply with the provisions of Section [908.111](#), Florida Statutes (“F.S.”), “Prohibition against governmental entity contracts with common carriers,” etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as Exhibit XX - Common Carrier or Contracted Carrier Attestation Form and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. This Contract shall not be effective unless and until Contractor executes and provides such attestation.

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the County, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the County and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys’ fees, and (2) debar Contractor from County contracting in accordance with the County debarment procedures.

21.19 CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM) (Use if applicable or delete if not applicable to the Work/Services): All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2 of the Code of Miami-Dade County](#), titled Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County.

upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2 of the Code of Miami-Dade County](#), is not consistent with the best interests of the public; or,

the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

21.20 VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY): By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination. I

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor

Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section

448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

21.21 ORDER OF PRECEDENCE: If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: first, all Articles, and second, any associated addenda and attachments thereof.

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

CONCESSIONAIRE

ATTEST:

(Legal Name of Company)

Secretary _____
(Signature and Seal)

By: _____
Concessionaire - Signature

(Type Name & Title)

(Type or Print Name & Title)

Date: _____

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

Legal Name

Legal Name

By: _____
Signature

By: _____
Signature

(Type or Print Name & Title)

(Type or Print Name & Title)

Date: _____

Attest: _____

Name of Managing Partner:

Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture Corporate Seal

Date: _____

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURE PARTNER, AS NEEDED)

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

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest:

Assistant County Attorney

By: _____
Juan Fernandez-Barquin Clerk of
the Court and Comptroller of
Miami-Dade County

Resolution No.: _____

Date: _____

EXHIBIT P

Inv'tm	Subtenant	Existing_Concept	Parcel ID	Gate	Status	Proposed Action	Construction Action	Future Category	Future Sub-Category	Future Type	Inv'tm Count	Existing SF	Future SF
Fr. D. Global Concessions, Inc. (001366)	Sushi Maki A	DB2914	pre	#1	Requires Discussion	RECONCEPT	Merge	Food & Beverage	Coffee/Walk-Away	Local Coffee/Walk-Away	\$200	630	630
Fr. D. Global Concessions, Inc. (001366)	Au Bon Pain LS	DB2905	pre	#2	Requires Discussion	REINVEST	Merge	Food & Beverage	Coffee/Walk-Away	Local Coffee/Walk-Away	\$200	1,239	1,239
Rt. D. NewLink of South Florida PG 3 (005763)	NewLink of SF Concessio	6082915	pre	#1	Accepted	REINVEST		Retail	New/Convenience	News/Convenience	\$850	610	610
Rt. D. Host International Inc. (005812)	Starbucks Term B	6082610	pre	#3	Accepted	REINVEST		Food & Beverage	Coffee	National Coffee	\$850	976	976
Rt. D. NewLink of South Florida PG 3 (005763)	IN MOTION B-82A	6024009	pre	#5	Accepted	REINVEST		Retail	Specialty Retail	Tech/Travel	\$200	209	209
Rt. D. NewLink of Miami/Air Ve	Newellink B-84	60D2308	pre	#5	Accepted	REINVEST		Food & Beverage	New/Convenience	News/Convenience	\$200	518	518
Rt. D. Master Concession/Air LLC (008509)	Peat's Coffee (Food Court)	DC2419	pre	#9	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$200	784	784
Rt. D. Master Concession/Air LLC (008509)	Kentucky Fried Chicken (Food	DC2526	pre	#9	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$200	413	413
Rt. D. Master Concession/Air LLC (008509)	Pizza Hut (Food Court)	DC2520	pre	#9	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$200	369	369
Rt. D. Master Concession/Air LLC (008509)	The Bar (Food Court)	DC2527	pre	#9	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$200	254	254
Fr. D. Global Concessions, Inc. (001366)	Café La Carreta LS	6E1187	pre	Arrivals	Accepted	REINVEST		Food & Beverage	QSR	Cuban	\$200	1,478	1,478
Fr. D. Host International Inc. (005812)	Half Moon	60C1732	pre	Arrivals	Accepted	REINVEST	Build out the full space	Food & Beverage	QSR	Empanadas	\$3,000	281	281
Fr. D. Host International Inc. (005812)	Starbucks/Tropical News	601730	pre	Arrivals	Accepted	REINVEST		Food & Beverage	Coffee	National Coffee	\$200	1,580	1,580
Rt. D. NewLink of South Florida PG 3 (005763)	Air Essentials (ESSENTIAL 103)	60C1910	pre	Arrivals	Accepted	REINVEST		Retail	New/Convenience	New/Convenience	\$200	1,460	1,460
Fr. D. Global Concessions, Inc. (001366)	Barber Bar and Grill - O-4	D42726	post	D04	Accepted	REBRAND		Food & Beverage	Casual Dining	Casual Dining	\$500	2,018	2,018
Fr. D. Global Concessions, Inc. (001366)	Café Versailles	60A21142	post	D07	Accepted	REINVEST		Food & Beverage	Coffee	Local Coffee	\$500	856	856
Rt. D. SSP America MIA LLC (013606)	Lebox Café (005829)	60A2352	post	D08	Accepted	RECONCEPT		Food & Beverage	QSR	Collaborate	\$1,000	1,181	1,181
Rt. D. NewLink of South Florida PG 3 (005763)	NewLink (Newstand 9)	20A21014	post	D09	Accepted	REBRAND		Retail	New/Convenience	New/Convenience	\$100	1	1
Fr. D. Host International Inc. (005812)	Starbucks Conc D	D42750	post	D10	Pending	REINVEST		Food & Beverage	QSR	Sandwich	\$500	1	1
Fr. D. Host International Inc. (005812)	Subway	60A2839	post	D10	Pending	REINVEST		Food & Beverage	QSR	Sandwich	\$1,000	736	736
Rt. D. NewLink of South Florida PG 3 (005763)	NewLink (NEWSLINK 6)	6A2785	post	D10	Accepted	REINVEST		Food & Beverage	QSR	Sandwich	\$500	1,430	1,430
Rt. D. NewLink of South Florida PG 3 (005763)	Xpress Spa	60A2800	post	D11	Accepted	REINVEST		Retail	New/Convenience	News/Convenience	\$500	2,392	2,392
Rt. D. NewLink of South Florida PG 3 (005763)	Victoria's Secret	60A2805	post	D11	Pending	REINVEST		Retail	Service	Spa	\$850	1,775	1,775
Rt. D. Duty Free Americas Beauty (00593)	Duty Free Americas Beauty (O:	D42649	post	D12	Accepted	RECONCEPT	Remove	Food & Beverage/Retail	Coffee or Specialty Retail	National Coffee or Specialty Retail	\$850	655	655
Fr. D. Duty Free Americas Beauty (00593)	Chili's	60A2600	post	D15	Accepted	REINVEST	Moving	Food & Beverage	Casual Dining	Casual Dining	\$250	4,688	4,688
Rt. D. Duty Free Americas (DFA) (002849)	Johnny Walker (House of Whis	60A2546/2545	post	D16	Pending	RECONCEPT	Kitchen must be redone	Retail	Specialty Retail	Duty Free/Duty Paid Boutiques	\$500	1,151	1,151
Rt. D. Duty Free Americas (DFA) (002849)	Lego Store	60A2565	post	D16	Pending	RECONCEPT	Merge	Retail	Specialty Retail	Duty Free/Duty Paid Boutiques	\$500	742	742
Rt. D. Duty Free Americas (DFA) (002849)	Montblanc	60A2540	post	D16	Pending	RECONCEPT	Merge	Retail	Specialty Retail	Duty Free/Duty Paid Boutiques	\$500	1,104	1,104
Rt. D. Duty Free Americas (DFA) (002849)	Sweet Journey (becoming Kat	60A2535	post	D16	Pending	RECONCEPT	Merge	Retail	Specialty Retail	Duty Free/Duty Paid Boutiques	\$500	1,305	1,305
Rt. D. Duty Free Americas (DFA) (002849)	Duty Free (North D15)	60A2345	post	D16	Accepted	REINVEST		Duty Free	Duty Free	Duty Free	\$500	5,627	5,627
Fr. D. Host International Inc. (005812)	Shula's Steak House	602415	post	D17	Accepted	REBRAND		Food & Beverage	QSR and Bar	QSR and Bar	\$500	2,471	2,471
Rt. D. NewLink of South Florida PG 3 (005763)	NL Ocean Dr 110 - Shoppes at	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	Market	Market	\$500	3,317	3,317
Rt. D. NewLink of South Florida PG 3 (005763)	NL ZONE 305 110 - Shoppes at	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	QSR	QSR	\$500	1,200	1,200
Rt. D. NewLink of South Florida PG 3 (005763)	NL LETS PLAY 110 - Shoppes at	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	Coffee	Coffee	\$500	1,500	1,500
Rt. D. NewLink of South Florida PG 3 (005763)	NL ITS SUGAR 110 - Shoppes at	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	News/Convenience	News/Convenience	\$500	409	409
Rt. D. NewLink of South Florida PG 3 (005763)	NL PRIVE 110 - Shoppes at Oce	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	Specialty Retail	Specialty Retail	\$500	575	575
Rt. D. NewLink of South Florida PG 3 (005763)	NL SOLISTICE 110 - Shoppes at	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	Specialty Retail	Specialty Retail	\$500	586	586
Rt. D. NewLink of South Florida PG 3 (005763)	NL MIX 110 - Shoppes at Oce	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	Specialty Retail	Specialty Retail	\$500	763	763
Rt. D. NewLink of South Florida PG 3 (005763)	NL BRITTO 110 - Shoppes at Oc	60A2340	post	D17	Accepted	RECONCEPT		Retail/Food & Beverage	Specialty Retail	Specialty Retail	\$500	966	966
Fr. D. Areas USA MIA, LLC (003022)	Wendy's	60A2251	post	D20	Accepted	REBRAND		Food & Beverage	QSR	Burger	\$500	1,312	1,312
Fr. D. Concessions Miami, LLC (003023)	Ku-Va	602280	post	D20	Accepted	RECONCEPT		Food & Beverage	Casual Dining	Spanish/Cuban Fusion	\$1,000	5,661	5,661
Fr. D. InMotion Entertainment Group LLC (Project Horizon)	InMotion	60A2136	post	D20	Accepted	REINVEST		Retail	Specialty Retail	Tech/Travel	\$850	308	308
Rt. D. NewLink of South Florida PG 3 (005763)	Booklink & Café (BOOKSTORE	6021220	post	D20	Accepted	REBRAND		Retail	Books/News/Conv/Coffee	Books/News/Conv/Coffee	\$500	3,661	3,661
Rt. D. Air Sun, JV (003175)	Sunglass Hut - Store 4842	60B21090	post	D21	Accepted	REINVEST		Retail	Specialty Retail	Sunglasses	\$500	1,180	1,180
Rt. D. Faber, Coe and Gregg, Inc. (003265)	Taxco Sterling	60B21086	post	D21	Accepted	REINVEST		Retail	Specialty Retail	Accessories	\$500	861	861
Rt. D. WDFG North America LLC (007913)	Miami Gifts To Go North	60B28085	post	D21	Accepted	REINVEST		Retail	Specialty Retail	Souvenirs	\$500	888	888
Fr. D. Areas USA MIA, LLC (003022)	Spring Chicken	60B2990	post	D22	Accepted	REBRAND		Food & Beverage	Coffee	Casual Dining	\$500	1,679	1,679
Fr. D. Global Concessions, Inc. (001366)	Café Versailles D22	DB21210	post	D22	Accepted	RECONCEPT	Merge	Food & Beverage	QSR	Coffee	\$500	295	295
Fr. D. Global Concessions, Inc. (001366)	Nathane D22	DB21216	post	D22	Accepted	RECONCEPT	Merge	Food & Beverage	QSR	QSR	\$500	239	239
Fr. D. Global Concessions, Inc. (001366)	Villa Pizza D22	D021206	post	D22	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	972	972
Fr. D. Global Concessions, Inc. (001366)	Manchu Wok D22	DB21162	post	D22	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	992	992
Fr. D. Global Concessions, Inc. (001366)	Seating	DB21200	post	D22	Accepted	RECONCEPT	Merge	Food & Beverage	Coffee	Casual Dining	\$500	3,557	3,557
Fr. D. NewLink of South Florida PG 3 (005763)	Juan Valdez Coffee (Café 93)	602988	post	D22	Accepted	REINVEST		Retail	New/Convenience	National/International Coffee	\$1,000	697	697
Fr. D. Areas USA MIA, LLC (003022)	EXPLORER 96	60B29105	post	D22	Accepted	REINVEST		Food & Beverage	QSR w Bar	News/Convenience	\$500	145	145
Fr. D. Areas USA MIA, LLC (003022)	Corona Beach House Grab-n-G	DB2482	post	D23	Accepted	REBRAND	Merge	Food & Beverage	QSR w Bar	QSR w Bar	\$500	387	387
Fr. D. Areas USA MIA, LLC (003022)	Clubhouse One	60B2480	post	D23	Accepted	REBRAND	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	2,015	2,015
Fr. D. Host International Inc. (005812)	Wynwood Warehouse Bar	60B2578	post	D24	Accepted	REBRAND		Food & Beverage	QSR w Bar	QSR w Bar	\$500	3,017	3,017
Rt. D. WDFG North America LLC (007913)	Sound Balance North	60B2675	post	D24	Accepted	REBRAND		Retail	Specialty Retail	Tech/Travel	\$500	1,073	1,073
Rt. D. AMS-TEI Miami JV (004984)	Sweet Indulgences	60C2962	post	D25	Accepted	REBRAND		Retail	Specialty Retail	Candy	\$500	1,030	1,030
Fr. D. Areas USA	Areas Bookstore (005275) Boo	602254	post	D25	Accepted	REINVEST		Retail	New/Convenience	Books	\$850	461	461
Rt. D. NewLink of Miami/Air Ve	NewLink B-81	60B2480	post	D25	Accepted	REBRAND		Food & Beverage	Coffee	News/Convenience	\$500	1,033	1,033
Rt. D. Concessions Miami, LLC (003023)	Einsteih Bagels	60C29120	post	D26	Accepted	REINVEST		Food & Beverage	Duty Free	National Coffee	\$500	1,490	1,490
Dr. D. Duty Free Americas (DFA) (002849)	Duty Free Conc D Gate 27	DB21202/2132	post	D26	Accepted	REINVEST		Duty Free	Duty Free	Duty Free	\$500	662	662
Fr. D. Duty Free Americas (DFA) (002849)	Hudson News	60C2275	post	D29	Accepted	REBRAND		Retail	New/Convenience	News/Convenience	\$500	4,399	4,399
Fr. D. Global Concessions, Inc. (001366)	Sushi Maki Restaurant	DC2360	post	D29	Accepted	REBRAND		Food & Beverage	Casual Dining	Sushi	\$500	1,049	1,049
Rt. D. NewLink of South Florida PG 3 (005763)	Ve Britto C-40	60D21516	post	D30	Accepted	RECONCEPT	Merge	Food & Beverage	QSR	Pizza	\$500	2,176	2,176
Rt. D. AMS-TEI Miami JV (004984)	Michael Kors	D021515	post	D30	Accepted	RECONCEPT	Merge	Food & Beverage	QSR	QSR	\$500	1,374	1,374
Rt. D. AMS-TEI Miami JV (004984)	Kids Works	60D2178	post	D30	Accepted	REBRAND		Retail	Specialty Retail	Toys	\$500	1,116	1,116
Rt. D. Duty Free Americas Beauty (00593)	Duty Free (North Conc. D30)	60D21530	post	D30	Accepted	RECONCEPT	Merge	Duty Free	Duty Free	Duty Free	\$500	1,572	1,572
Fr. D. Duty Free Americas Beauty (00593)	Duty Free Americas Beauty (O:	D021624	post	D30	Accepted	REINVEST		Retail	Specialty Retail	Specialty Retail	\$500	6,378	6,378

Inq/MI	Existing Company	Subtenant	Existing Concept	Issue ID (Parcel ID)	Pre/Post	Gate	Status
Ft. D. Global Concessions, Inc. (001436)			Irish Pub Bar and Grill- The Clc	6D2C1611	post	D30	Accepted
Ft. D. Global Concessions, Inc. (001436)			Nathane D38	D021442	post	D30	Accepted
Rt. D. NewLink of South Florida PKG 3 (005763)	Genesco		Johnston & Murphy (J&M C-46	6D02172	post	D30	Accepted
Rt. D. Airball Sports II (Miami Heat 006934)			Starbucks 6D02150	D021510 (21608	post	D31	Accepted
Rt. D. Host International Inc. (005812)			Taxco Sterling Co. (005691)	6D021612	post	D32	Accepted
Rt. D. Taxco Sterling Co. (005691)			The Counter Burger	6D021508	post	D32	Accepted
Rt. D. NewLink of South Florida PKG 3 (005763)			TGIF Fluz Lounge	D021000 (02133	post	D33	Accepted
Ft. D. Concessions Miami, LLC (003023)			HUDSON	6D02130-32	post	D34	Accepted
Rt. D. NewLink of South Florida PKG 3 (005763)			HUDSON	6D021340	post	D37	Accepted
Ft. D. Global Concessions, Inc. (001436)			La Carreta	6A021345	post	D40	Accepted
Rt. D. AMS-TEI Miami JV (004984) (005308)			Tech on the Go	6D021132	post	D40	Accepted
Rt. D. AMS-TEI Miami JV (004984) (005308)			Taxco (STARFIRE)	6D021136	post	D40	Accepted
Rt. D. NewLink of South Florida PKG 3 (005763)			Duty Free (MIA Con D, Gate 4)	6A021008	post	D41	Accepted
Rt. D. NewLink of South Florida PKG 3 (005763)			Duty Free (MIA Con D, Gate 4)	6A021007	post	D41	Accepted
Rt. D. Fiber, Cde and Gregg, Inc. (003265)			Miami News Now & Cafe (Dun	A021009	post	D41	Accepted
Rt. D. Miami Concessions, LLC (004066)			Miami to Go		post	D41	Accepted
Ft. D. Global Concessions, Inc. (001436)			Seating	D022905	post	D44	Accepted
Ft. D. Global Concessions, Inc. (001436)			Villa Pizza D44	D022905	post	D44	Accepted
Ft. D. Global Concessions, Inc. (001436)			Cafe Versailles D44	A02720	post	D44	Accepted
Ft. D. Global Concessions, Inc. (001436)			Manchu Wok D44	6A02710	post	D44	Accepted
Ft. D. Global Concessions, Inc. (001436)			Au Bon Pain D44	D02705	post	D44	Accepted
Ft. D. Global Concessions, Inc. (001436)			Duty Free (ESSENTIAL 44)	D02740	post	D44	Accepted
Rt. D. NewLink of South Florida PKG 3 (005763)			Duty Free Americas Beauty (D	D027526	post	D48	Accepted
Rt. D. Duty Free Americas Beauty (00593)			Pret's Coffee	D022145	post	D51	Accepted
Rt. D. Host International Inc. (005812)			Backrid Mojito Bar	6D022145	post	D53	Accepted
Ft. D. Host International Inc. (005812)			Conc D News Cafe/ D60 Tropic	6D011155	post	D60LL	Accepted
Rt. D. WDFG North America LLC (007913)			Subway (000283)	E2144	pre	#10	Accepted
Ft. E. Carrie Concessions Inc (11261)			Chief Creole Airport	6E2192	pre	#10	Accepted
Ft. E. Chef Creole Airport, LLC (10080)			Duty Free Terminal Central E	6E2180	pre	#10	Accepted
Rt. E. BFC Airport Stores LLC (1741)			Leather & Co.	E2213	pre	#11	Accepted
Rt. E. IMCAV MIA Airport, LLC (8919)			Margitaville Door 11	E2213	pre	#11	Accepted
Dt. E. Duty Free Americas (DFA) (002849)			Duty Free Conc. Central E DF	6E2706/2703	post	E02	Accepted
Ft. E. JSF Airport Concessions LLC (10988)			Chick-It-A Square Footage w/	E2723	post	E02	Accepted
Rt. E. NewLink of Miami (12883)			NewsLink - Space 2	6E2745	post	E04	Accepted
Rt. E. Master Concession/Air LLC (12885)			Rip Curl	6E2699	post	E04	Accepted
Ft. E. Host International Inc. (197)			Sergio's E-Tuk/Food Truck	E2762	post	E05	Accepted
Ft. E. Host International Inc. (197)			Maestro Della Pizza	6E2804	post	E07	Accepted
Ft. E. Host International Inc. (197)			Sam Adams	6E2806	post	E08	Accepted
Vt. E. Host International Inc. (197)			Craft Beer E-Tuk	6E2844	post	E09	Accepted
Ft. E. Host International Inc. (197)			Great American Bagel	6E3290	post	Satellite	Accepted
Dt. E. Duty Free Americas (DFA) (002849)			Duty Free Central E Sat	6E3313	post	Satellite	Accepted
Ft. E. Global Concessions, Inc. (001436)			Cafe Versailles- Sat. E	6E3313	post	Satellite	Accepted
Ft. E. Global Concessions, Inc. (001436)			Sushi Maki	6E3471	post	Satellite	Accepted
Ft. E. Host International Inc. (197)			La Colombe/Great American B	6E3470	post	Satellite	Accepted
Ft. E. Host International Inc. (197)			Pizza Hut Satellite E	6E3380	post	Satellite	Accepted
Rt. E. Host International Inc. (197)			Wynwood Warehouse Bar	6E3382	post	Satellite	Accepted
Rt. E. NewLink of Miami (12883)			Air Essentials	6E3475	post	Satellite	Accepted
Rt. E. NewLink of Miami (12883)			NewsLink- Space 6	6E3475A	post	Satellite	Accepted
Rt. E. NewLink of Miami (12883)			InTime	6E3384	post	Satellite	Accepted
Rt. E. IMCAV MIA Airport, LLC (8919)			Time Zone & Shades	E2704	pre	#15	Accepted
Rt. F. Master Concession/Air LLC (12885)			Miami Gift To Go	6F2010	pre	#15	Accepted
Rt. F. Airport Management Services LLC (2862)			HUDSON- Space 3	6F2867	post	F10	Accepted
Rt. F. Airport Management Services LLC (2862)			Tech on the Go	6F2867 (2887)	post	F10	Accepted
Vt. F. MDAO			Bijoux Terrier (Vixan)	6F2866	post	F11	Accepted
Dt. F. Duty Free Americas (DFA) (002849)			Duty Free Concourse Central F2	8509/815/811	post	F11	Accepted
Ft. F. Global Concessions, Inc. (001436)			Guava & Java's	6F2892	post	F12	Accepted
Ft. F. Host International Inc. (197)			Bud Brewhouse Gmc F	6F2883	post	F12	Accepted
Ft. F. Host International Inc. (197)			Maestro Della Pizza Conc F	6F2880	post	F12	Accepted
Ft. F. Host International Inc. (197)			Farmair (WWQ)- F	6F2886	post	F14	Accepted
Ft. F. Host International Inc. (197)			Half Moon Empanadas at MIA	6F2853	post	F15	Accepted
Ft. F. Host International Inc. (197)			Farm2Air Market	F2729	post	F6	Accepted
Rt. G. Carrie Management (12696)			Dunkin' Donuts	6F2005	pre	#16	Accepted
Rt. G. InMotion Entertainment Group, LLC (012862)			Imotion	6E2160	pre	#16	Accepted
Rt. G. Master Concession/Air LLC (12885)			Time 4 Shades	6E2176	pre	#16	Accepted
Rt. G. BFC Airport Stores LLC (1741)			Travel Bag & Co.	6E2041	pre	#17	Accepted
Rt. G. NewLink of Miami (12883)			NewsLink - Space 3	6E2140	pre	#17	Accepted
Ft. G. Global Concessions, Inc. (001436)			Villa Pizza/Cozzelli's (space sha	6E2044	pre	#18	Accepted

Proposed Action	Construction Action	Future Category	Future Sub-Category	Future Type	Inv Investm Count	Existing SF	Future SF
REINVEST		Food & Beverage	Casual Dining	Casual Dining	\$500	1,221	1,221
RECONCEPT		Food & Beverage	QSR	Chicken or Burger	\$500	827	827
REINVEST		Retail	Specialty Retail	Apparel & Accessories	\$850	1,578	1,578
REINVEST		Retail	Specialty Retail	Apparel	\$850	971	971
REINVEST		Food & Beverage	Coffee	National Coffee	\$500	1,143	1,143
REINVEST		Retail	Specialty Retail	Accessories	\$850	1,069	1,069
REINVEST		Retail	News/Convenience	News/Convenience	\$100	296	296
REBRAND		Food & Beverage	Casual Dining	Burger	\$500	2,092	2,092
REINVEST		Food & Beverage	Casual Dining	Casual Dining	\$500	4,511	4,511
REINVEST		Food & Beverage	News/Convenience	News/Convenience	\$500	1,627	1,627
REBRAND		Retail	News/Convenience	News/Convenience	\$500	1,747	1,747
REINVEST		Food & Beverage	Casual Dining	Cuban	\$500	7,792	7,792
REINVEST		Retail	Specialty Retail	Sunglasses	\$850	692	692
REBRAND		Retail	Specialty Retail	Tech/Travel	\$500	1,218	1,218
REINVEST		Retail	Specialty Retail	Accessories	\$850	583	583
REINVEST		Duty Free	Duty Free	Duty Free	\$500	731	731
REINVEST		News/Convenience	News/Convenience	News/Convenience	\$500	1,430	1,430
REBRAND		Retail	News/Convenience	News/Convenience	\$500	954	954
REINVEST		Food & Beverage	Market	Market	\$500	1,300	1,300
REINVEST		Food & Beverage	Market	Market	\$500	964	964
REINVEST		Food & Beverage	Market	Market	\$500	317	317
REBRAND		Food & Beverage	Coffee	Local Coffee	\$500	961	961
REINVEST		Retail	News/Convenience	News/Convenience	\$500	447	447
REINVEST		Duty Free	Duty Free	Duty Free	\$500	1,092	1,092
REINVEST		Food & Beverage	Bar	Bar	\$500	753	753
REINVEST		Food & Beverage	Bar	Bar	\$500	1,629	1,629
REINVEST		Food & Beverage	News/Convenience	News/Convenience	\$500	630	630
REINVEST		Food & Beverage	QSR	Sandwich	\$1,000	1,792	1,792
REINVEST		Food & Beverage	QSR	Credle	\$1,000	825	825
REINVEST		Duty Free	Duty Free	Duty Free	\$200	2,025	2,025
REINVEST		Food & Beverage	Specialty Retail	Accessories	\$200	874	700
REINVEST		Food & Beverage	Casual Dining	Casual Dining	\$200	2,817	2,817
REINVEST		Duty Free	Duty Free	Duty Free	\$500	2,517	2,517
No Action		Food & Beverage	QSR	Dual QSR	\$500	2,570	2,570
REINVEST		Retail	News/Convenience	News/Convenience	\$100	864	200
RECONCEPT		Food & Beverage	Specialty Retail	Electronics	\$100	276	276
REINVEST		Food & Beverage	QSR	Cuban	\$500	264	264
RECONCEPT		Food & Beverage	Casual Dining	Casual Dining	\$500	1,282	1,282
RECONCEPT		Food & Beverage	Casual Dining	Casual Dining	\$500	608	608
REBRAND		Food & Beverage/Retail	News/Convenience	NewsLink	\$100	84	400
RECONCEPT		Food & Beverage/Retail	Coffee	National Coffee	\$500	1,133	1,133
REINVEST		Duty Free	Duty Free	Duty Free	\$500	2,036	2,036
REINVEST		Food & Beverage	Coffee	Local Coffee	\$500	1,018	1,018
REINVEST		Food & Beverage	Coffee	Local Coffee	\$500	544	544
REBRAND		Food & Beverage	Coffee	National Coffee	\$500	621	621
REBRAND		Food & Beverage	Coffee	National Coffee	\$500	580	580
REINVEST		Food & Beverage	Bar	Bar	\$500	1,026	1,026
REINVEST		Retail	News/Convenience	News/Convenience	\$500	573	1200
REINVEST		Retail	News/Convenience	News/Convenience	\$100	238	238
REBRAND		Food & Beverage	News/Convenience	News/Convenience	\$100	32	32
REBRAND		Food & Beverage	Casual Dining	Casual Dining	\$200	60	60
REINVEST		Food & Beverage	Specialty Retail	Souvenir/Gifts	\$200	9,783	9,783
REBRAND		Retail	Specialty Retail	News/Convenience	\$500	1,421	1000
RECONCEPT		Retail	Specialty Retail	Tech/Travel	\$500	1,089	1,089
REINVEST		Duty Free	Duty Free	News/Convenience	\$500	259	259
REINVEST		Food & Beverage	Coffee	Duty Free	\$500	645	645
REINVEST		Food & Beverage	Bar	Duty Free	\$500	4,260	4,260
REINVEST		Food & Beverage	Bar	Bar	\$500	254	254
REINVEST		Food & Beverage	Walk-Away/Snack	Walk-Away/Snack	\$500	762	762
RECONCEPT		Food & Beverage	CD or 2 QSR	CD or 2 QSR	\$500	365	365
REINVEST		Food & Beverage	QSR	Empanadas	\$500	1,886	1,886
RECONCEPT		Food & Beverage	Coffee	Bar	\$1,000	277	277
REINVEST		Food & Beverage	Coffee	Bar	\$500	519	519
REINVEST		Retail	Specialty Retail	National Coffee	\$1,000	720	720
REINVEST		Retail	Specialty Retail	Electronics	\$200	1,536	1,536
REINVEST		Retail	Specialty Retail	Sunglasses	\$200	331	331
REINVEST		Retail	Specialty Retail	Travel & Accessories	\$200	760	760
REBRAND		Food & Beverage	QSR	News/Convenience	\$200	1,637	750
		Food & Beverage	QSR	Pizza	\$200	1,249	1,249

Inv/mt	Subtenant	Existing_Concept	Issue ID (Parcel Pre/Post)	Status	Proposed Action	Construction Action	Future Category	Future Sub-Category	Future Type	Inv Investmt Count	Existing SF	Future SF
Ft. G. Global Concessions, Inc. (001436)	MCA	Au Bon Pain	662040 pre #18	Accepted	RECONCEPT		Food & Beverage	QSR	Chicken or Burger	\$200	1,350	1,350
		Chili's Restaurant G	662432 pre #18	Accepted	REINVEST		Food & Beverage	Casual Dining	Casual Dining	\$200	4,127	4,127
	MCA	Sand and Surf	662000 pre #18	Requires Discussion	RECONCEPT		Collaborate	Collaborate	Collaborate	\$200	1,452	500
		Farm2Air Market (World Wide Time 4 Shades)	662730 post G07	Accepted	RECONCEPT	Open to Reduce Footprint Develop	Food & Beverage	Walk-Away/Snack	Walk-Away/Snack	\$500	152	152
	MCA	Tech on the Go	662793 post G08	Accepted	REBRAND	Reconfigure	Retail	Specialty Retail	Accessories	\$500	199	199
		Farmalr - G	6624832 post G08	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Tech/Travel	\$500	64	64
	MCA	Maestro della Pizza	662384 post G08	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	2,066	2,066
		Giavva & Javi's	662384 post G09	Accepted	REBRAND	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	1,401	902
	MCA	Head Factory/Bijoux Turner	662382 post G09	Accepted	REINVEST		Food & Beverage	Coffee	Local Coffee	\$500	371	371
		Bud Brewery Conc G	662385 post G10	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	1,180	1,180
Ft. G. Host International Inc. (197)	MCA	Head Factory/Bijoux Turner	662382 post G09	Accepted	REINVEST		Food & Beverage	Casual Dining	Casual Dining	\$500	1,099	1,099
		Bud Brewery Conc G	662385 post G10	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Electronics	\$200	1,119	1,119
	MCA	Immerion	662165 pre #19	Accepted	REINVEST		Retail	Duty Free	Duty Free	\$500	979	979
		Duty Free Americas Miami LLC (620381/2690)	662160 pre #19	Accepted	REINVEST	Open to Reduce Footprint	Duty Free	Specialty Retail	Accessories	\$500	490	490
	MCA	Head Factory	662686 post H04	Accepted	REINVEST		Retail	Duty Free	Accessories	\$500	187	187
		Hudson News	662718 post H05	Accepted	REBRAND		Retail	News/Convenience	News/Convenience	\$500	1,245	1,245
	MCA	Starbucks Conc H	662705 post H07	Accepted	RECONCEPT		Food & Beverage	Bar	Bar	\$500	200	200
		Nathan's Famous	662764 post H09	Requires Discussion	RECONCEPT	Merge	Food & Beverage	QSR OR BAR	QSR OR BAR	\$500	738	738
	Carrie Concessions Inc	Little Havana	662764 post H09	Requires Discussion	RECONCEPT	Merge	Food & Beverage	QSR OR BAR	QSR OR BAR	\$1,000	647	647
		Newslink - Space 5	662772/2768 post H11	Accepted	REINVEST		Retail	Specialty Retail	Chicken or Burger	\$500	1,290	1,290
Ft. H. Host International Inc. (197)	MCA	Bud Brewery Conc H	662842 post H14	Accepted	RECONCEPT	Full space build-out	Food & Beverage	Casual Dining	News/Convenience	\$500	91	91
		Pizza Hut Conc H	662855 post H14	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	800	800
	MCA	Sergio's Conc H	662845 post H14	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	1,948	1,948
		N/A New Space	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Casual Dining	Casual Dining	\$500	294	294
	MCA	Sunglass Hut - Store 5355	662825 post H15	Accepted	RECONCEPT		Food & Beverage	QSR	Sandwich	\$500	729	729
		Illy's (South Term. Food Court)	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Sandwich	\$500	728	728
	MCA	The Bar (South Term. Food Court)	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Bar	Tech/Travel	\$500	1,046	1,046
		La Pausa South Term. Food Ct	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Bar	Bar	\$500	279	279
	MCA	Famous Famiglia (South Term. Island)	662825 post H15	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	652	652
		Chicken South (South T. Island)	662825 post H15	Accepted	RECONCEPT	Merge	Food & Beverage	Casual Dining	Casual Dining	\$500	2,985	2,985
Ft. H. Host International Inc. (197)	MCA	Gilbert Bakery (Food Court I)	662825 post H15	Accepted	REINVEST		Food & Beverage	Coffee	Chicken	\$500	769	769
		Burger King (Food Court I)	662825 post H15	Accepted	REINVEST		Food & Beverage	Coffee	Coffee	\$500	764	764
	MCA	Duty Free South Conc. H	662825 post H15	Accepted	REINVEST		Food & Beverage	QSR	Burger	\$500	429	429
		Victoria's Secret	662825 post H15	Accepted	REINVEST		Food & Beverage	Duty Free	Duty Free	\$500	1,003	1,003
	MCA	Sweet Journey	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Duty Free	Duty Free	\$500	991	991
		Michael Kors	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Duty Free	Duty Free	\$500	833	833
	MCA	Taxco Sterling	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Duty Free	Duty Free	\$500	784	784
		Miami News Now	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Duty Free	Duty Free	\$500	1,237	1,237
	MCA	Prédicé Paris	662825 post H15	Accepted	REINVEST		Food & Beverage	News/Convenience	Accessories	\$500	861	861
		Diamond Fire (Fire CZ)	662825 post H15	Accepted	REBRAND		Food & Beverage	Specialty Retail	Beauty	\$500	670	670
Ft. J. Areas USA MIA, LLC (003022)	MCA	Hammer Made	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Open	\$850	251	251
		Hudson Group Retail - Brook	662825 post H15	Accepted	REINVEST		Food & Beverage	Specialty Retail	Open	\$500	154	154
	MCA	Havana To Go	662825 post H15	Accepted	REINVEST		Food & Beverage	Specialty Retail	Tech/Travel	\$850	155	155
		Sound Balance South	662825 post H15	Accepted	REINVEST		Food & Beverage	Specialty Retail	Apparel & Accessories	\$500	912	912
	HUDSON	Miami News Connection H2	662825 post H15	Accepted	REINVEST		Food & Beverage	Specialty Retail	Apparel & Accessories	\$500	901	901
		Miami Gifts To Go South	662825 post H15	Accepted	REBRAND		Food & Beverage	Specialty Retail	Tech/Travel	\$500	867	867
	MCA	Sunglass Icon	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Toys	\$500	546	546
		MIA T-H TUMI Leather	662825 post H15	Accepted	REBRAND		Food & Beverage	Specialty Retail	Travel	\$500	716	716
	HUDSON	MIA T-H TOLIS	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	News/Convenience	\$500	1,414	1,414
		Coconut Grove News	662825 post H15	Accepted	REBRAND		Food & Beverage	Specialty Retail	Souvenirs	\$500	1,223	1,223
Ft. J. Areas USA MIA, LLC (003022)	HUDSON	MIA T-H COACH	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	543	543
		Designal	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	Host	MIA T-H MAC	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
		SIMPLY Books/farm2air Café	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	Gilbert's Food Bar Stellar	Gilbert's Food Bar	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
		Stellar News	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	MCA	South Liquor Store	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
		Miami News Express	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	HUDSON	Earl of Sandwich	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
		Duty Free South Conc 12	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
Ft. J. Areas USA MIA, LLC (003022)	HM5Host	Starbucks	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
		Miami News Connection 17	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	HUDSON	Corona Beach House (South)	662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
			662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	MCA		662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
			662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	MCA		662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
			662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	MCA		662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
			662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
	MCA		662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174
			662825 post H15	Accepted	RECONCEPT		Food & Beverage	Specialty Retail	Accessories	\$500	174	174

Inq/mi	Existing_Company	Subtenant	Existing_Concept	Space ID (Parcel Pre/Post)	Gate	Status	Proposed Action	Construction Action	Future Category	Future Sub-Category	Future Type	Investm Count	Existing SF	Future SF	
LOCATIONS IMPACTED BY CAPITAL IMPROVEMENT PROGRAMS															
Rt D	NewLink of South Florida PKG 3 (005763)	NewsLink MAV	Al Essentials (ESSENTIAL 102)	6021660	post	D21	Accepted	End 2028	Retail	News/Convenience	News/Convenience	\$500	1	1,421	
Rt D	Global Concessions, Inc. (001436)		Islander Bar and Grill D	D02336	post	D48	Accepted	Mid 2029	Food & Beverage	Casual Dining	News/Convenience	\$500	1	1,421	
Rt D	WDFG North America LLC (007913)		Tropical News D50	602323(2150)	post	D50	Accepted	Mid 2029	Retail	News/Convenience	News/Convenience	\$500	1	1,421	
Rt E	Airport Management Services LLC (2862)		Hudson - Space 2	6E2050	pre	#13	Accepted	End 2028	Capital Program	News/Convenience	News/Convenience	\$200	1	2,447	
Rt E	Havana Collection (129221)		Havana Collection / The Reso	6E2000	pre	#14	Accepted	End 2028	Retail	Food & Beverage	OSR	Burger	\$200	1	1,903
Rt E	Host International Inc. (197)		Burger King (Food Court) - Cor	E2414	pre	Food Co	Accepted	End 2028	Capital Program	Food & Beverage	Coffee	Local Coffee	\$200	1	3,221
Rt F	Host International Inc. (197)		Café Versailles - Conc F	6F2125	pre	#14	Accepted	End 2028	Retail	Food & Beverage	Coffee	Local Coffee	\$100	1	276
Rt F	Stellar Partners Inc (126127)		MERCADO MIAMI	6F2090	pre	#15	Accepted	End 2028	Retail	Food & Beverage	News/Convenience	News/Convenience	\$200	1	2,317
MARKETPLACE LOCATIONS															
Rt D	305 Pizza at MIA, LLC (008934)	Bongos Cuban Café Miami Inc DBA Estafan Kitchen Express (003462)	305 Pizza (008934)	DC2786	post	D27	Accepted	Excluded - Marketplace	Food & Beverage	Walk-Away/ Snack	Pizza	1	509	509	
Rt D	Bongos Cuban Café Miami Inc DBA Estafan		Bongos Cuban Café DBA Estafan	DC2784	post	D27	Accepted	Excluded - Marketplace	Food & Beverage	Walk-Away/ Snack	Cuban	1	529	529	
Rt D	SSP America MIA I LLC (013658)		Fig & Ferniel at MIA, LLC (0084)	DC25168	post	D28	Accepted	Excluded - Marketplace	Food & Beverage	Walk-Away/ Snack	Snack	1	340	340	
Rt D	Chiefs of the Caribbean LLC (008484)		Chiefs of the Caribbean (0084)	DC24166	post	D29	Accepted	Excluded - Marketplace	Food & Beverage	Walk-Away/ Snack	Caribbean	1	276	276	
Rt D	Half Moon Emparadas at MIA (008492)		Half Moon Emparadas at MIA	DC25166	post	D29	Accepted	Excluded - Marketplace	Food & Beverage	Walk-Away/ Snack	Empanadas	1	192	192	
Rt D	Cuban Creffers (008519)		Cuban Creffers (008519)	6DC2883	post	D26	Accepted	Excluded - Marketplace	Retail	Specialty Retail	Cigars	1	189	189	
Rt D	Inter Miami Ventures LLC (013480)		Inter-Miami	6DC6112	post	D27	Accepted	Excluded - Marketplace	Retail	Specialty Retail	Specialty Retail	1	196	196	
Rt D	Perry Ellis Menswear LLC (009449)		Perry Ellis Menswear (009449)	6DC25167	post	D28	Accepted	Excluded - Marketplace	Retail	Specialty Retail	Apparel & Accessories	1	236	236	
Rt D	Faber, Cee and Gregg, Inc. (003265)		Lilly's	6DC2355	post	D29	Accepted	Excluded - Marketplace	Food & Beverage	Walk-Away/ Snack	Snack	1	107	107	
Rt D	MDAD		VACANT formerly My Ceiviche	DC24169(24167)	post	D29	Accepted	Excluded - Marketplace	Food & Beverage	Walk-Away/ Snack	Snack	1	231	231	
VACANT SPACES - MDAD TO DEVELOP															
Vt D	MDAD		VACANT (Pharmacy) becoming VACANT (Pharmacy)	VACANT (Pharmacy) becoming	6D829115	post	D21	Accepted	MDAD	Food & Beverage	OSR	OSR	1	1,099	1,099
Vt D	MDAD	VACANT (Pharmacy)		6D82212	pre	#5	Accepted	MDAD	Retail	Specialty Retail	Retail	1	1,052	1,052	
Vt E	MDAD	VACANT (New American Sport		53610	post	Satellite	Accepted	MDAD	Food & Beverage	Casual Dining	Casual Dining	1	1,690	1,690	
Vt E	MDAD	VACANT (La Boutique)		6E2010	pre	#13	Accepted	MDAD	Capital Program			1	1,533		
Vt E	MDAD	VACANT (Mindworks)		6E2008	pre	#14	Accepted	MDAD	Capital Program			1	1,135		
Vt F	MDAD	VACANT (Sbarro's)		6F2115	pre	#14	Accepted	MDAD	Capital Program			1	2,439		
Vt G	MDAD	N/A New Space			post	G16	Accepted	MDAD	Food & Beverage	New Bar Space		1	400	400	
Vt G	MDAD	VACANT (Bayside Brush)		6G2155	pre	#16	Accepted	MDAD	Retail	HBA		1	749	749	
Vt G	MDAD	VACANT (Local Dre)		6G2192	pre	#16	Accepted	MDAD	Retail	Souvenirs		1	1,122	750	
Vt H	MDAD	VACANT (GNC)		6G2150	pre	#16	Accepted	MDAD	Retail	Electronics		1	952	750	
Vt H	MDAD	VACANT (becoming Vicky's Bal	VACANT (becoming Vicky's Bal	J2318	post	H/I CH	Accepted	MDAD	Food & Beverage	OSR	OSR	1	905	905	
Vt H	MDAD		VACANT (Addition)	6J2376	post	H/I CH	Accepted	MDAD	Retail	Open - Services		1	1,030	1,030	
Vt H	MDAD		VACANT (Navarro)	6H2063.2	post	H/I CH	Accepted	MDAD	Retail	Specialty Retail		1	1,599	1,599	
Vt H	MDAD		VACANT (Addition)	6H2160	pre	#20	Accepted	MDAD	Retail	Artisan Coffee		1	1,114	1,114	
Vt J	MDAD		N/A New Space		post	J03	Accepted	MDAD	Food & Beverage	Accessories/Leather Goods		1	350	350	
Vt J	MDAD		N/A New Space		post	J08	Accepted	MDAD	Retail			1	120	120	
Vt J	MDAD		N/A New Space		post	J10	Accepted	MDAD	Retail	Bulk Candy/Chocolates		1	120	120	
Vt J	MDAD		N/A New Space		post	J10	Accepted	MDAD	Retail			1	120	120	
Vt J	MDAD		N/A New Space		post	J10	Accepted	MDAD	Retail			1	120	120	
Vt J	MDAD		N/A New Space		post	J10	Accepted	MDAD	Retail			1	120	120	

Exhibit Q

Miami-Dade Aviation Department

Food & Beverage Concessionaires

Percentage Fee Rates

March 5, 2025

Concessionaires	Categories and Respective Percentage Fees											
	Bar	Bar Liquor	Beer & Wine	Beer & Wine / Quick Serve	Beer, Liquor & Wine	Branded F&B	Casual Dining Food	Casual Dining Liquor	Food	Merchandise	Non-Branded Food	Quick Serve / Walk-away
27 Entrepreneurs Miami International Airport LLC												13%
305 Pizza			13%									12%
Areas USA MIA, LLC	10%	17%	13%			8%	7%					12%
Bongos Cuban Café d/b/a Estefán Kitchen Express					17%							12%
Carrie Concessions, Inc. / Subway						8%						
Carrie Management, LLC / Dunkin' Donuts									10%			
Chef Creole Airport, LLC			13%									
Chefs of the Caribbean												13%
Concessions Miami, LLC		17%	13%			8%	7%					12%
Fig & Fennel at MIA, LLC / SSP America MIA II, LLC				13%								
Global Concessions, Inc.		18%	14%			8%	5%				13%	
Half Moon Empanadas at MIA												13%
Host International, Inc. (Central & South Terminals)		18%	14%			8%	5%	13%		13%		
Host International, Inc. (North Terminal)		19%	16%			11%	10%			16%		
Icebox Café / SSP America MIA II, LLC			16%									15%
IMCMV MIA Airport					16%				11%			
JSF Airport Concessions, LLC			16%			8%						13%
Master Concession/Air, LLC			16%			11%						

Exhibit Q

Miami-Dade Aviation Department

Retail Concessionaires

Percentage Fee Rates

March 5, 2025

Concessionaires	Categories and Respective Percentage Fees																			
	Apparel	Bookstores	Electronic Equipments	Fashion Apparel	Fashion Apparel & Accessories	Fragrance & Beauty	Gift Specialty Shops	Health & Wellness	Jewelry & Accessories	Jewelry, Watches & Accessories	Leather	Music, DVD & Related	News & Gifts	Newsstands & Books	Open Category	Service & Cafe	Sundries	Sundries & Personal Care	Sunglasses & Accessories	Travel Accessories
Air Sun JV				12%																
Airball Sports II, LLC / Miami Heat					8%															
Airport Management Services			9%											17%	14%					
AMS of South Florida SGH, JV																				
AMS-TEI Miami JV			9%	12%			14%								14%				12%	
Areas USA MIA, LLC / Books & Books		10%																		
BFC Airport Stores, LLC											12%									12%
Cuban Crafters															13%					
Duty Free Americas Beauty						13%														
Faber, Coe and Gregg, Inc.																11%				
Hudson Group Retail / Brookstone			9%																	
InMotion Entertainment Group, LLC			9%									6%								
Inter Miami Ventures, LLC	10%																			
Little Havana at MIA				10%																
Master ConcessionAir, LLC				12%					15%						15%					12%
Miami Concepts, LLC							14%													
Newslink of Miami, LLC																	15%			
Newslink of South Florida																				
Perry Ellis Menswear / Original Penguin	12%	7%		9%			11%	7%		12%			14%	11%		8%		12%		
Pharmabox, LLC				12%											19%					
Raymond Enterprises																				
Stellar Partners / Mercado Miami									15%								15%			
Taxco Sterling Co.									15%											
The Reason Why / Havana Collection				10%																
WDFG North America LLC				12%										17%	14%	8%				
WDFG - Farm 2 Air Cafe (Simply Books)		10%																		

EXHIBIT R

TASK	DURATION DAYS
MDAD Concessions coordinates/compiles TAC-N initial documentation, small business meeting, concept approval.	21
MDAD Maintenance assigns PM, documentation coordinates meeting with SBD/MA. PM submits SBD input document for measures.	30
SBD provides contract measures, applicable Responsible Wages, and issuance of SBD Worksheet	30
SBD will submit a compliance review memo. Tenant cannot execute a contract with A/E or Contractor until Tenant has received the SBD Compliance Review Memo.	10
DESIGN PHASE	
TAC-N Project Manager transmits the CDs to pre-determined reviewers for In-House Review, including MDAD Consultant - Bond Engineering Firm (HNTB). The TAC-N Project Manager shall provide a Design Review Transmittal (Form K_FD3-009) form to the MDAD Division reviewers and any applicable Agencies, notifying them of the review process.	10
TAC-N 30%, 75%, &/or 100% In-House (MDAD) Design Review.	14
TAC-N 30%, 75%, & 100%/or Design Review by MDAD Consultant (HNTB).	14
The TAC-N Project Manager will compile all comments and submit them to the Tenant. The Tenant shall confirm receipt of all comments and submit back-check sets of 100% CDs with all reviewers' required changes incorporated. Upon completion of review, the Tenant shall submit the final set of CAD/BIM files to the TAC-N Project manager.	30
TAC-N Project Manager submits SBD Departmental Input Form (Document H - Attachment 2) with attachments to MA for review of recommended SBE-CON measures, if not previously approved. MA shall submit the project package to SBD for approval. The TAC-N Project Manager shall monitor construction progress and keep track and record of all RER Construction Permits until permits are closed. RER will issue a permit for the project, upon the Tenant's full compliance with review comments. The Tenant must submit an RER permit card(s), permit-issued set of PDF plans and CAD/BIM files to the TAC-N Project Manager.	45
TAC-N Project Manager will request an invoice through the Memorandum ("Invoice to cover the Bldg. Permit fees from Tenant") from finance to cover the cost of MDAD Building department fees.	14
TAC-N Project Manager submits insurance certificates (and Performance and Payment Bonds, if applicable) to MDAD Risk Management for review and approval.	10
TAC-N Project Manager hosts a Pre-Construction Meeting with SBD and Tenant's team. The Tenant's Contractor shall submit a construction schedule to the TAC-N Project Manager. TAC-N Project Manager issues TAC-N Concurrence Letter (Form M_FD5-017) and returns a signed permit application to the Tenant.	21
CONSTRUCTION PHASE	
RER will issue a permit for the project, upon the Tenant's full compliance with review comments. The TAC-N Project Manager shall monitor construction progress and keep track and record of all RER Construction Permits until permits are closed. After the CO/CC has been issued and all As-built records have been transferred to MDAD Technical Support, the TAC-N Project Manager shall issue a TAC-N Project Closeout Memorandum (Form O_FD5-246) to Concession Section and copying all relevant parties that should be notified of the completion of the TAC-N.	60

Exhibit S

Food & Beverage Product Type	Percent Fee
Bar, Liquor	16%
Beer, Wine	15%
Beer, Liquor, Wine	17%
Branded Food & Beverages	11%
Casual Dining Food	10%
Casual Dining Liquor	13%
Food	11%
Merchandise	15%
Non-Branded Food	13%
Quick Serve / Walk-Away	13%
Bar / Liquor	18%

Exhibit S

Retail Product Type	Percent Fee
Apparel	11%
Bookstores	9%
Electronic Equipments, Entertainment	9%
Fashion Apparel	10%
Fashion Apparel & Accessories	8%
Fragrance and Beauty	13%
Gift Specialty Shops	13%
Health & Wellness	7%
Jewelry & Accessories	15%
Jewelry, Watch, Accessories	12%
Leather	12%
Marketplace Pop-Up Store	10%
Music, DVD, Related	6%
News and Gifts	16%
Newsstands & Books	13%
Open Category	16%
Service / Cafe	10%
Sundries	15%
Sundries / Personal Care	12%
Sunglasses & Accessories	12%
Travel Accessories	12%