



**TERMINAL BUILDING LEASE AGREEMENT BETWEEN BROWARD COUNTY
AND COMPANIA PANAMENA DE AVIACION, S.A. d/b/a COPA AIRLINES**

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TERMINAL BUILDING LEASE AGREEMENT

This Terminal Building Lease Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Compania Panamena de Aviacion, S.A. d/b/a COPA Airlines, a Panamanian corporation authorized to transact business in the State of Florida ("Lessee") (County and Lessee collectively referred to as the "Parties"), and is effective as of the date that it is fully executed by the Parties ("Effective Date").

ARTICLE 1. DEFINITIONS

1.1 **Airport.** Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida, and all property encompassed within the boundaries of the Airport.

1.2 **Applicable Laws.** All "Environmental Laws" and any and all other applicable laws, codes, advisory circulars, rules, regulations, ordinances, and resolutions of any governmental or quasi-governmental entity relating to the Airport, the Premises, or activities at the Airport or the Premises that have been or may hereinafter be adopted, including, but not limited to, all applicable federal, state, County, local, and any quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, grant agreements, and the Minimum Standards.

1.3 **Board.** The Board of County Commissioners of Broward County, Florida.

1.4 **Director of Aviation.** The Director of Aviation or the Acting Director of Aviation, or such other person or persons as may from time to time be authorized in writing by the Board, the Broward County Administrator, or the Director of Aviation to act for the Director of Aviation with respect to any or all matters pertaining to this Agreement.

1.5 **Discharge.** Any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, releasing, or dumping of materials into the air, onto or in the soil, into the groundwater, into the surface water, or onto an impervious surface that has the potential to discharge into the water or onto the soil.

1.6 **Environmental Laws.** Any and all applicable federal, state, County, and local statutes, ordinances, regulations, codes, rules, laws, permits, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, governmental, or quasi-governmental entity with jurisdiction of such matter that have been or may hereinafter be adopted, including, but not limited to, those relating to the generation, use, storage, transportation, or disposal of hazardous materials. Such laws include, but are not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et seq.); the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et seq.); the Clean Water Act (33 USC § 1251 et seq.); the Safe Drinking Water Act (42 USC § 300 et seq.); the Hazardous Materials Transportation Act (49 USC § 5101 et seq.); the Toxic Substance Control

Act (15 USC § 2601, et seq.); Chapters 373, 376, and 403, Florida Statutes, and rules adopted thereunder; and Chapter 27 of the Broward County Code of Ordinances.

1.7 **Environmental Site Assessment.** A document based on one or more environmental site assessments, examinations, inspections, tests, inquiries, and surveys necessary to identify environmental conditions, contamination, and the presence of any Hazardous Materials in, on, or under the surface of the Premises.

1.8 **Federal Aviation Administration ("FAA").** That agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in 49 U.S.C. § 106, et seq., or its successor.

1.9 **Hazardous Material.** Any material or substance identified, listed, or defined as a "Hazardous Waste," "Hazardous Substance," "Pollutant," or "Contaminant" under applicable Environmental Laws, which term shall include asbestos and asbestos-containing materials, petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids.

1.10 **Minimum Standards.** The Fort Lauderdale-Hollywood International Airport Minimum Standards for Commercial Aeronautical Activities, a/k/a Minimum Standards Policy for General Aviation at Broward County Airports, as may be amended from time to time.

1.11 **Premises.** The Terminal space leased to Lessee as shown on **Exhibit A** attached hereto and made a part hereof.

1.12 **Release.** Any unauthorized spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, seeping, leaching, dumping, or disposing of any hazardous material (including abandoning or discarding barrels, containers, or other closed receptacles) to the air, waters, soils, or other natural resources of County.

1.13 **Terminal.** The airline terminal buildings located at the Airport, including any expansion thereof or any improvements thereto.

ARTICLE 2. THE PREMISES

2.1 **Premises.** Subject to the terms in this Agreement, County leases to Lessee the premises described on **Exhibit A** attached hereto and made a part hereof ("Premises").

2.2 **Use of Premises.** Lessee has the right to use the Premises solely for the purpose of an air transportation business for the carriage of persons, property, cargo, and mail, including all activities reasonably necessary for such use.

2.3 **Relocation.** In the event that County desires that Lessee operate at different locations, additional locations, or in reduced space than the Premises reflected on **Exhibit A**, then upon written notice from the Director of Aviation, Lessee shall be required to occupy such different, additional, or reduced areas, as the case may be, without expense to County except as set forth below. In the event of any change in the Premises as provided in this section, **Exhibit A** shall be

automatically amended to reflect the revised Premises upon notice from the Director of Aviation, and the Rent payable under this Agreement shall be adjusted based on the rates promulgated from time to time by County pursuant to resolutions adopted by the Board, as stated in Article 6. Lessee acknowledges that such revised Premises might not be similar in size or configuration to the Premises.

Subject to the terms in this section, County shall reimburse Lessee fifty percent (50%) of Lessee's expenses of relocating if such relocation is required by County, provided such reimbursement may not exceed Seventy-Five Thousand Dollars (\$75,000). The total amount to be reimbursed by County to Lessee pursuant to the provisions of this section is referred to as the "Reimbursable Amount." Only documented, reasonable, and necessary actual out-of-pocket costs incurred by Lessee in relocating, as determined solely by County, shall be included in the Reimbursable Amount.

2.3.1 The Reimbursable Amount shall not be credited to Lessee until County receives documentation substantiating Lessee's payment of qualifying costs and expenses, and such other documentation as County may request.

2.3.2 County shall reimburse Lessee for the Reimbursable Amount through a dollar for dollar credit against rent and any other monies due from Lessee to County. Such rental credit shall be applied pursuant to credit memo(s) issued by County and shall be in monthly credits in an amount determined by County.

2.4 Lessee Request. In the event any tenant or user of the Airport is ever moved, relocated, or required to reduce its space to accommodate a request of Lessee for additional or different space, Lessee shall reimburse such other tenant or user the reasonable and appropriate costs of such move, relocation, or reduction unless otherwise agreed between Lessee and such other tenant or user. However, nothing set forth in this provision shall obligate County to take any action to accommodate any such request of Lessee, or to move or relocate any tenant or user of the Airport.

ARTICLE 3. IMPROVEMENTS BY LESSEE

3.1 Improvements by Lessee. All of Lessee's improvements, construction, additions, alterations, modifications, and renovations (collectively, the "Improvements") to the Premises or other Terminal areas require prior written approval by County, and must conform to any tenant improvement project process and tenant improvement standard requirements, policies, or procedures of County applicable to tenants of the Terminals, including any that are specific to the applicable Terminal(s). No reduction or abatement of Rent shall be allowed for any interference with Lessee's operations by such construction.

3.2 Ownership of Lessee Installed Improvements and Property. All Improvements that are affixed to the Premises are a leasehold improvement and title thereto shall vest with County upon the expiration or earlier termination of this Agreement, unless otherwise agreed by the Parties. All installations at the Premises or any Airport property, including, but not limited to,

cable, electric, and telecommunications, shall be deemed Improvements, and ownership shall vest in County upon installation. Lessee shall retain ownership of moveable trade fixtures, equipment, and other personal property installed and paid for by Lessee, except as may be otherwise provided in this Agreement or other agreements.

3.3 Liens. Lessee shall not do nor permit to be done anything that shall result in the imposition of any liens on the Premises, or portion thereof, or the Improvements. If any lien or notice of lien shall be filed against the Premises, or portion thereof, or the Improvements, Lessee shall cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction within thirty (30) calendar days after notice of the filing thereof. Lessee shall not be deemed to be County's agent so as to confer upon any contractor or subcontractor providing labor or materials to the Premises or Improvements a mechanic's lien upon County's estate under the provisions of Chapter 713, Florida Statutes. The provisions of this section shall not apply to any mortgage of Lessee's interest in this Agreement to which County, by its Director of Aviation, has consented as provided in this Agreement. Lessee shall not create or permit any lien on any fixtures on the Premises without obtaining, in each instance, the prior written approval of the Director of Aviation excluding, however, any purchase money security interest in any movable trade fixtures of Lessee installed at the Premises. Lessee shall not pledge, hypothecate, or otherwise encumber its interests in this Agreement without the prior written consent of the Director of Aviation. County's interest in this Agreement shall not be subordinate to any leasehold mortgage or any claims, liens, or encumbrances affecting Lessee's interests in this Agreement without the prior written consent of the Director of Aviation.

3.4 Landlord Lien. Unless County, through its Board, provides otherwise in writing, all of Lessee's assets that are brought onto the Premises and used in connection with its business conducted on the Premises shall be subject to County's landlord lien on such assets as provided by applicable Florida law.

ARTICLE 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on July 3, 2020 ("Term Commencement Date") and shall terminate five (5) years thereafter unless otherwise terminated earlier as provided in this Agreement ("Term").

4.2 Termination. In addition to any other rights of termination provided in this Agreement, this Agreement may be terminated at any time by the County, acting through the Board or the Director of Aviation, or by Lessee, with or without cause, upon thirty (30) calendar days' prior written notice to the other party. In the event the Director of Aviation determines that termination is necessary to protect the public health, safety, or welfare, this Agreement may be terminated by the Director of Aviation upon such notice as the Director of Aviation deems appropriate under the circumstances, which shall be followed by a written "Notice of Termination" to Lessee. Termination of this Agreement shall not relieve Lessee of any liabilities or obligations under this Agreement that have accrued on or prior to the effective date of termination, or that survive termination of this Agreement. Upon the expiration or earlier termination of this Agreement, Lessee shall cease forthwith all operations upon the Premises, immediately vacate

and surrender the Premises as set forth in Article 8, and immediately pay in full all fees and other amounts payable to County then due and owing, and County shall be released and relieved of all liability under this Agreement.

ARTICLE 5. MAINTENANCE OF PREMISES

5.1 **Maintenance.** Lessee shall at all times maintain the Premises in a clean, safe, neat, orderly, sanitary, and presentable condition, and free and clear of all trash, rubbish, and debris. Lessee shall furnish and pay for its own janitorial service in the Premises and shall cause all waste, garbage, and rubbish to be removed from the Premises on a daily basis and at Lessee's own expense. Such waste, garbage, and rubbish may not be deposited on any part of the Airport, except that Lessee may deposit same temporarily in the Premises out of the public view (unless otherwise disallowed by County) or in space designated by County in connection with collection for removal. Lessee shall make arrangements for trash removal directly with a company that is authorized by County to provide such services at the Airport.

The responsibility for maintenance, cleaning, and operations of the facilities in the Terminals, including the Premises, shall be as set forth on **Exhibit B** attached hereto and incorporated herein. Any responsibility for maintenance, cleaning, and operations of the facilities in the Terminals, including the Premises, which is not set forth on **Exhibit B**, shall be the responsibility of County unless otherwise agreed to in writing by the Parties. If there is any conflict between **Exhibit B** and the terms in this article, the terms of **Exhibit B** shall control.

5.2 **Failure to Maintain.** Upon failure of Lessee to perform its obligations set forth in this article, after reasonable notice to Lessee, County may perform or cause the obligations to be performed at Lessee's expense, and all charges shall be deemed additional rent to be added to the Rent paid by Lessee in accordance with Article 6 of this Agreement.

5.3 **Utilities.** Lessee shall be responsible for all utility charges in connection with its use of the Premises, which will be paid by County and charged to Lessee at the rates identified in Article 6.

ARTICLE 6. RENT

6.1 **Rent.** Commencing on the Term Commencement Date, Lessee shall pay rent, together with all applicable sales taxes thereon, to County for the Premises based on the rates then in effect pursuant to Broward County Administrative Code ("Administrative Code"), Section 39.2, including as may be amended from time to time ("Rent"). Any amendment to the rates set forth in Section 39.2 of the Administrative Code shall automatically amend and update the Rent required under this Agreement as of the effective date of the amendment to the Administrative Code without further action of the Parties.

6.2 **Monthly Installments.** Except as otherwise expressly stated in this section, Rent shall be paid by Lessee in twelve (12) equal monthly installments, together with all applicable sales taxes thereon, in advance and without demand, set off, or deduction. The monthly installment of Rent shall be paid on the first day of each calendar month, except for the first monthly installment,

which shall be paid on the Term Commencement Date and shall be prorated based on the number of calendar days occurring between the Term Commencement Date and the first calendar day of the following month. The monthly installment due for the last month of the Term shall be prorated based on the number of calendar days in the last month of the Term.

6.3 Security Deposit. As security for the payment of Rent and the performance of Lessee's obligations under this Agreement, Lessee shall post a security deposit with County equal to three (3) monthly installments of the Rent together with applicable sales taxes ("Security Deposit"). The Security Deposit shall be submitted to County simultaneously with submission to County of this Agreement as executed by Lessee. The minimum amount of the Security Deposit shall be One Thousand and 00/100 Dollars (\$1,000). The Security Deposit shall be either in the form of cash, an irrevocable letter of credit ("Letter of Credit") in form and substance satisfactory to County, or a payment and performance bond ("Bond") in form and substance satisfactory to County. No interest shall be due or paid on the Security Deposit. County, upon at least fourteen (14) calendar days' notice to Lessee, may increase the amount of the required Security Deposit to reflect any increases in Rent. In addition, County, upon at least fourteen (14) calendar days' notice to Lessee, may increase the amount of the required Security Deposit by up to a total of five (5) additional monthly installments of Rent payments if County determines, in its sole discretion, that an increase is warranted due to increased obligations under this Agreement or based upon Lessee's payment or performance history at the Airport. In the event of any Event of Default (hereinafter defined), in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to any and all amounts owed, whether before or after the expiration or earlier termination of this Agreement. Within five (5) business days after notice from County of any such draw, Lessee shall replenish the Security Deposit with cash, a new Letter of Credit, or new Bond, as applicable, so it equals the full amount of the required Security Deposit. If a Letter of Credit is posted, the initial term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If a Bond is posted, the Bond shall provide coverage and be kept in full force and effect throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If Lessee posts a cash deposit, then such cash deposit shall be retained by County throughout the Term and for a period of six (6) months following the expiration or earlier termination of this Agreement. Not less than one hundred twenty (120) calendar days prior to any expiration date of the Letter of Credit or Bond, Lessee shall submit evidence in form satisfactory to County that said security instrument has been renewed. Each Letter of Credit shall be provided by a financial institution authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Each Bond shall be executed by a surety company authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation for at least five (5) years. Furthermore, such surety company must have at least an "A" rating in the latest revision of Best's Insurance Report. Any failure by Lessee to strictly

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comply with the terms of this Section 6.3 shall constitute an Event of Default and the obligations of this Section 6.3 shall survive the expiration or earlier termination of this Agreement.

6.4 **Interest.** Payments received by County more than ten (10) calendar days after the due date shall be subject to interest at the rate of eighteen percent (18%) per annum on the unpaid amount from the date on which the payment was due. The acceptance by County of any payment shall not be construed as a waiver of the interest charges.

6.5 **Dishonored Check.** In the event County receives a dishonored check or draft in payment of any obligation arising under this Agreement, Lessee shall pay County a service charge in the amount established by County from time to time. In such event, and in addition to any other remedies available to County under this Agreement, at law, or in equity, County may require that future payments be made by cashier's check or other means acceptable to County.

6.6 **No Claims.** Lessee represents that, as of the Effective Date, it has no claims against County with respect to any of the matters covered by this Agreement. Lessee shall have no right of set-off or right to assert any counterclaim against any of the amounts payable by Lessee to County under this Agreement.

6.7 **Taxes and Fees.** Lessee shall pay, on or before the respective due dates, all federal, state, County, and local taxes and fees, and all special assessments of any kind that are now or may hereafter be levied upon the Premises, including upon the Improvements, or the estate hereby granted, or upon Lessee, or upon the business conducted on the Premises by Lessee, or upon any of Lessee's property used in connection therewith, or upon any Rent or other sums payable under this Agreement, including, but not limited to, any ad valorem taxes (based upon Lessee's pro rata share according to the area of the Premises), and sales or excise taxes on Rent, and personal property taxes against tangible and intangible personal property.

6.8 **Licenses.** Lessee shall maintain in current status all federal, state, County, and local licenses and permits required for the operation of the business conducted by Lessee.

ARTICLE 7. DEFAULT BY LESSEE

7.1 **Event of Default by Lessee.** The occurrence of any of the following shall constitute an "Event of Default" by Lessee under this Agreement:

7.1.1 Lessee fails to pay any Rent when due, and shall continue in its failure to pay for a period of fifteen (15) calendar days after payment is due;

7.1.2 Lessee fails to comply with any provision of this Agreement and (a) such failure continues for a period of fifteen (15) calendar days following the date written notice to cure is sent by County to Lessee; (b) in the case of any obligation that cannot be cured with due diligence and good faith within fifteen (15) calendar days, Lessee fails to proceed promptly and with due diligence and good faith to begin to cure the default within fifteen (15) calendar days after such notice is sent by County; or (c) having begun to cure the

default in a timely manner, Lessee thereafter fails to diligently prosecute the cure to completion;

7.1.3 Lessee assigns all or substantially all of Lessee's assets for the benefit of Lessee's creditors;

7.1.4 Lessee abandons, deserts, or vacates the Premises, or ceases to operate in the Premises in compliance with this Agreement, for a period of thirty (30) consecutive calendar days;

7.1.5 By or pursuant to, or under authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee, and such possession or control shall continue in effect for a period of ninety (90) calendar days;

7.1.6 Lessee, or an officer, director, executive, partner, member, shareholder, employee, or agent who is active in the management of Lessee, is found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere, where the illegal conduct or activity (i) is considered to be a Public Entity Crime as defined by Chapter 287, Florida Statutes, as amended; (ii) is customarily considered to be a "white collar crime" or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds; (iii) involves an act of moral turpitude meaning conduct or acts that tend to degrade the person in society or bring them into public hatred, contempt, scorn, or ridicule, or that tends to shock, insult, or offend the community, or to ridicule public morals, or decency, or to harm the image of County by virtue of its association with Lessee; or (iv) results in a felony conviction. Notwithstanding, Lessee may abate this triggering event by submitting evidence satisfactory to County that Lessee has implemented best business practices seeking to prevent and address such illegal conduct or activity from reoccurring, and requiring the offending person(s) to resign and has otherwise removed the person from Lessee's management activities related to this Agreement;

7.1.7 Suspension or revocation of Lessee's operations by a governmental unit or agency having jurisdiction over the Premises or the business as being conducted thereon; or

7.1.8 The material inaccuracy of any representation or warranty made or given by Lessee in this Agreement and Lessee's failure to cure such inaccuracy to the satisfaction of the Director of Aviation within fifteen (15) calendar days after written notice to cure is sent to Lessee;

7.1.9 Lessee fails to reimburse County the total principal amount of all passenger facility charges that are collected by Lessee or its agents on behalf of County, reduced by any

amount that Lessee is permitted to retain pursuant to 49 USC § 40117, 14 CFR Part 158, or applicable FAA regulations; or

7.1.10 Lessee defaults under any other agreement it enters into with County including the Airlines Service Provider Agreement.

7.2 County's Remedies for Lessee's Default. If one or more of the Events of Default occurs, County may, at its sole option, exercise one or more of the following rights:

7.2.1 Terminate this Agreement pursuant to Section 4.2;

7.2.2 Sue Lessee for all damages, costs, and expenses arising from the Event of Default, and recover all such damages, costs, and expenses, including reasonable costs and attorneys' fees at both trial and appellate levels;

7.2.3 Seek an injunction or specific performance of any such term or provision of this Agreement. Lessee waives any and all requirements that County post any security or collateral that may be otherwise required as a condition for County to obtain specific performance, injunctive relief, or other equitable relief. The Parties agree and stipulate that County may not have an adequate remedy at law for an Event of Default and, if such determination is made by County, Lessee agrees that injunctive relief or specific performance are required to protect the public from irreparable harm;

7.2.4 Draw down on the Security Deposit;

7.2.5 Exercise any and all other remedies available to County under this Agreement, at law, or in equity; or

7.2.6 Accelerate and declare immediately due and payable all unpaid Rent.

The exercise by County of any right of termination shall be without prejudice to any other such rights and remedies.

7.3 Remedies under Federal Bankruptcy Laws. Neither this Agreement nor any rights or privileges under his Agreement shall be an asset of Lessee in any bankruptcy, insolvency, or reorganization proceeding. If County is not permitted to terminate this Agreement because of the provisions of any Applicable Laws, including, but not limited to, the United States Bankruptcy Code, Lessee or any trustee for it shall, within fifteen (15) calendar days, upon request by County to the applicable court of administrative body, assume or reject this Agreement, provided, however, that Lessee may not assume this Agreement unless all Events of Default have been cured, County shall have been compensated for any monetary loss resulting from such Events of Default, and County shall be provided with adequate assurance of full and timely performance of all provisions, terms, and conditions of this Agreement on the part of Lessee to be performed.

Notwithstanding the foregoing, to the greatest extent permitted under applicable law, upon the filing by or against Lessee of any proceeding under federal bankruptcy laws, if there has been an

Event of Default within the six (6) months preceding such filing, County shall have the right to immediately terminate this Agreement, in addition to other remedies provided under provisions of any Applicable Laws, including, but not limited to, the United States Bankruptcy Code. Such termination shall be by written notice to Lessee within sixty (60) calendar days from the date of Lessee's initial filing in bankruptcy court.

7.4 Payment under Protest. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between County and Lessee with respect to any obligation or alleged obligation of Lessee to pay money, the payment under protest by Lessee of the amount claimed by County to be due shall not waive any of Lessee's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then County shall as promptly as reasonably practicable reimburse Lessee any amount determined as not due. County shall not be required to pay any interest on any such reimbursed sums.

7.5 Holdover. Any holding over of Lessee after the expiration or earlier termination of this Agreement shall not renew and extend same, but shall operate and be construed as a tenancy at sufferance, pursuant to Section 83.04, Florida Statutes, as amended, and Lessee shall be required to pay to County during any holdover period monthly rent equal to double the rent for the Premises based on the rates then in effect under the Administrative Code. All other provisions of this Agreement shall remain in effect during such holdover period. Lessee shall be liable to County for all loss or damage on account of any such holding over after the expiration or earlier termination of this Agreement, whether or not such loss or damage may be contemplated as of the Effective Date. County reserves the right to pursue all remedies available to it under Applicable Laws as a result of Lessee's holdover. Acceptance of Rent or any other payments by County in the event that Lessee fails or refuses to surrender possession shall not operate as County's consent to Lessee's continued possession nor shall it constitute a waiver by County of its right to immediate possession of the Premises.

7.6 Habitual Default. In the event that Lessee has frequently, regularly, or repetitively breached any of the terms, covenants, or conditions of this Agreement, regardless of whether Lessee has cured each or any individual breach, Lessee may be determined by County to be a "Habitual Violator." At the time that such determination is made, County shall issue to Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise Lessee that there shall be no further notice or cure periods to correct any subsequent breach and that any subsequent breach of whatever nature, taken with all previous breaches, 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, County may terminate this Agreement upon the giving of written notice of termination to Lessee, such termination to be effective upon delivery of the notice to Lessee.

ARTICLE 8. SURRENDER AND ACCEPTANCE OF PREMISES

8.1 Surrender and Condition. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender possession of the Premises in the same condition as it was received on the first day of occupancy, less reasonable wear and tear, and all of the Premises and Improvements

located thereon shall be free and clear of all liens, encumbrances, and security interests. The required condition of the Premises at the time of Lessee's surrender shall include, but not be limited to, the following: (i) all flooring must be cleaned as reasonably required by County; (ii) all doors and walls must be patched and painted with in a color approved by County; (iii) all ceiling tiles shall be in place, clean, and matching; (iv) all Lessee-installed conduit and wiring shall be removed if requested by County; and (v) all personal property and Improvements (except Improvements that are owned by County as provided in Article 3 and any Improvements that are provided by County that are to remain installed) shall be removed. A final exit walkthrough inspection shall be conducted prior to surrender by Lessee and County to determine compliance with this provision and County's acceptance of the condition of the Premises. In the event Lessee fails to comply with the terms of this section, County reserves the right to perform all necessary work to bring the Premises to the required condition and Lessee shall be required to reimburse County for all reasonable expenses incurred. The provisions of this section shall survive the expiration or other termination of this Agreement.

8.2 Removal. Lessee has the right at any time during the Term of this Agreement to remove any furnishings, trade fixtures, or equipment it has installed in, on, or about the Premises, subject to any lien County may have thereon for unpaid fees, charges, or other amounts payable under this Agreement, and provided that Lessee shall restore any damage to the Premises and the Premises shall be returned to County in the same condition as defined in Section 8.1. Any such property not removed by Lessee by the expiration or earlier termination of this Agreement shall become part of the Premises or, if elected by County, may be removed, stored, or sold by County, at Lessee's expense, with such obligation to pay surviving the expiration or earlier termination of this Agreement.

8.3 Failure to Surrender. In the event Lessee fails to surrender the Premises in the condition required by this article or fails to complete any of the obligations due under this Agreement, Lessee, from the date of the expiration or earlier termination of this Agreement until the acceptance of surrender by County as set forth in Section 8.4, shall be considered a holdover tenant under the terms set forth in Section 7.5.

8.4 Acceptance of Surrender. No agreement of surrender or to accept a surrender of the Premises under this Agreement shall be valid unless and until approved in writing by County and Lessee, provided that County's approval shall not be unreasonably withheld. Except as expressly provided in this Agreement, neither the doing of nor any omission to do any act or thing by any of the officers, agents, or employees of County shall be deemed an acceptance of a surrender.

ARTICLE 9. DAMAGE

9.1 Lessee Responsibilities. County shall not be liable to Lessee for damage to Lessee's property, Improvements, and facilities from any cause whatsoever, including, but not limited to, any negligence of any tenant, occupant, or other user of the Airport or any other person, unless, and only to the extent, caused by the negligence of County or County's agents, servants, or employees. Nothing in this section shall preclude Lessee from any claim or attempt to recover its damages from any third party (other than County) who may be liable therefore.

9.2 **Abatement of Rent.** In the event of damage or destruction to all or any portion of the Premises that renders the same untenable, there shall be an appropriate abatement or reduction of the Rent payable under this Agreement, as determined by County in its sole discretion, commencing at the time of such damage or destruction and continuing until such time as County certifies that the Premises or applicable portion(s) thereof are again ready for use and occupancy by Lessee. In the alternative, County may, in its sole and exclusive discretion, relocate Lessee to other suitable premises pursuant to Article 2, and Rent shall be adjusted, if warranted, in accordance with Section 2.3.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 **Indemnification.** Lessee shall at all times hereafter indemnify, hold harmless, and defend County and all of County's current, former, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Lessee, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Lessee shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Lessee under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

10.2 **Insurance.** Lessee shall, at a minimum, provide, pay for, and maintain in force at all times during the Term of this Agreement (unless otherwise provided), the insurance coverages set forth in **Exhibit C** attached hereto and incorporated herein, in accordance with the terms and conditions required by this article. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of A-, and having agents upon whom service of process may be made in Broward County, Florida.

10.2.1 Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. Lessee shall specifically protect County by naming Broward County as an additional insured/loss payee under the primary and non-contributory General Liability Policy, Business Automobile Liability, Excess Liability, and any Property or Environmental Insurance policies. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.

10.2.2 All policies of insurance required by this Agreement shall be endorsed to provide County with thirty (30) calendar days prior written notice of cancellation, nonrenewal, or restriction, and shall be evidenced by a Certificate of Insurance. Lessee shall provide

within fourteen (14) calendar days after a written request from County a copy of the policies providing coverage required by this Agreement. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination or expiration of this contract. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

10.2.3 County may modify the insurance coverages required under this article at any time as County determines necessary to protect County's interest. In such event, County shall notify Lessee of the modified requirements, and Lessee shall provide an updated Certificate of Insurance evidencing such modified coverages within thirty (30) calendar days after County's notice of the modification to the requirements.

10.2.4 Subrogation. Notwithstanding anything to the contrary in this Agreement, Lessee waives any right of recovery against County for any loss or damage to the extent the same is required to be covered by Lessee's insurance under this Agreement. Lessee shall obtain from its insurers a waiver of subrogation in favor of County in connection with any loss or damage covered by Lessee's insurance.

10.2.5 Certificate Holder Address. The certificate holder address shall read "Broward County, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312" or such other address as may from time to time be required by County.

10.2.6 Subcontractor Coverage. Any subcontractor performing work for Lessee shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability coverages, and Pollution. Lessee shall require their subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.

ARTICLE 11. OTHER PROVISIONS

11.1 Assignment. Lessee shall not sublet the Premises or any part thereof, or transfer, assign, pledge, or otherwise encumber this Agreement or any rights or obligations under this Agreement, or allow this Agreement to be assigned by operation of law or otherwise (any such action being called an "Assignment"), without the prior written consent of County. Any such Assignment without the prior written consent of County shall be null and void and of no force or effect.

11.2 Transfer. Any transfer or merger of controlling ownership between Lessee and any other entity(ies), or any sale or transfer of a majority of the ownership interest in Lessee (whether accomplished by one transaction or a series of transactions) without the prior written consent of County shall affect an immediate termination of this Agreement and an Event of Default. Notwithstanding the foregoing, the provisions of this section shall not apply to any public trades of registered stock that occurs on a national stock exchange.

11.3 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive

venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LESSEE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.4 **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement, or acceptance of any Rent or any partial performance by Lessee, shall not be deemed a waiver of any provision of this Agreement or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.5 **Compliance with Laws.** Lessee shall comply with all present and future applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including any pertaining to emergency training or governing the safe conduct on and operation, maintenance, and use of the Airport.

11.6 **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

11.7 **Independent Contractor/Relationship of Parties.** The relationship of County and Lessee under this Agreement is the relationship of lessor and lessee. Neither Lessee nor its agents shall act as officers, employees, or agents of County. Lessee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.8 **Third-Party Beneficiaries.** Neither Lessee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement, and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

Clayton J. Brown
Director of Administration

11.9 Priority of Provisions. Unless otherwise stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

11.11 Incorporation by Reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.12 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by authorized signatories of both the Board and Lessee.

In the event that the United States Government, or any of its departments or agencies require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee shall consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required (collectively, a "Required Amendment"). Notwithstanding the foregoing, in the event any such Required Amendment would unreasonably interfere with the business operations of Lessee, then Lessee may refuse to consent to such Required Amendment, but Lessee must give immediate notice to County of any such refusal to consent and such notice must state with specificity the reasons for any such refusal. County shall have the right to immediately terminate this Agreement upon the failure of Lessee to consent to any such Required Amendment.

11.13 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. No deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

11.14 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

11.15 Survival. Upon termination or expiration of this Agreement, Lessee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Agreement to the contrary, no obligation which accrued but has not been satisfied under any prior agreements between the Parties shall terminate or be considered canceled upon execution of this Agreement. Rather, such obligation shall continue as if it had accrued under this Agreement until the obligation is satisfied.

11.16 Federal Aviation Act, Section 308. Nothing contained in this Agreement shall be deemed to grant Lessee any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act, as codified in Title 49 USC Section 40103, et seq., for the conduct of any activity on the Airport. The rights granted under this Agreement are non-exclusive and County reserves the right to grant similar privileges to another lessee or other users of the Airport facilities.

11.17 Subordination of Agreement. This Agreement is subject and subordinate to the terms and conditions of the instruments and documents under which County acquired the Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement is subject and subordinate to any ordinances, rules, or regulations which have been, or may hereafter be adopted by County pertaining to the Airport. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between County and the United States Government relative to the operations or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to County for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport under the provisions of the Federal Aviation Act of 1958, as codified in the United States Code, Title 49. In addition, this Agreement is subordinate and subject to the provisions of all resolutions heretofore and hereafter adopted by County in connection with any revenue bonds issued by County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, but not limited to, any pledge, transfer, hypothecation, or assignment made at any time by County to secure any such bonds.

11.18 Agent for Service of Process. If Lessee is not a resident of the State of Florida, is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then Lessee hereby designates the Secretary of State of the State of Florida as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the State of Florida for service upon a non-resident who has designated the Secretary of State as agent for service. If for any reason service of such process is not possible, as an alternative method of service of process, Lessee may be personally served with such process out of this State by certified mailing to Lessee at the address set forth in this Agreement. Any such service out of this State shall constitute valid service upon Lessee as of the date of mailing. Lessee is amenable to and agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

City of Tallahassee
Department of Aviation
Director of Aviation

11.19 Waiver of Claims. The Parties each hereby waives any claim against one another and the other's officers, directors, commissioners and employees, for any consequential damages, including, but not limited to, any loss of business or anticipated profits. No commissioner, director, officer, agent, or employee of County shall be charged personally or held contractually liable under any term or provisions of this Agreement, including as amended, due to an actual or alleged breach of this Agreement or the execution or attempted execution of this Agreement.

11.20 No Remedy Exclusive. No remedy conferred in this Agreement upon or reserved to County or Lessee is intended to be exclusive of any other remedy herein provided or otherwise available, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or now or hereafter existing at law or in equity.

11.21 Development and Expansion of Airport. County shall have the right to develop, maintain, and operate the Airport as it deems advisable and desirable in accordance with such appropriate governmental authority and regulation as may be applicable, and County shall have the right to make such agreements as County deems necessary or advisable in connection with federal and state funding of Airport improvements, alterations, or modifications. If at any point County seeks federal, state, or local government approval regarding the operation or modification of the Airport, Lessee shall provide any and all reasonably requested cooperation and support, including, without limitation, supporting County's efforts to obtain any such approvals and executing any documents or instruments reasonably requested by County. Lessee shall not be required to bear any additional expense and shall not be deemed an agent of County.

11.22 Condemnation. In the event the Premises or any part thereof shall be condemned and taken by authority of eminent domain, with or without litigation, or transferred in lieu of or under threat of such action (collectively, a "Condemnation"), any award shall be paid to County, it being understood that title to all Improvements thereon remains fully vested in County (except for Lessee's trade fixtures), free and clear of any liens and encumbrances, and there shall be no apportionment. Lessee shall not be entitled to any award for the value of the unexpired portion of the Term of this Agreement or any business damages or any other damages whatsoever. In the event a Condemnation results in a partial taking of the Premises, rental for that portion of the Premises condemned shall be abated from the date Lessee is dispossessed. If the remainder of the Premises does not, in Lessee's reasonable judgment, constitute an economically viable property sufficient for Lessee's operations as conducted prior to such taking, this Agreement may be terminated by Lessee upon written notice to County, in which event this Agreement shall be terminated on the date the Premises are completely vacated and surrendered by Lessee in accordance with Article 8.

11.23 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD COUNTY:

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

with a copy to:

Director of Aviation
2200 SW 45 Street, Suite 101
Dania Beach, Florida 33312
Email address: madelgado@broward.org

FOR LESSEE:

Compania Panamena de Aviacion, S.A.
Attn: Jorge Alejandro De Leon
6205 Blue Lagoon Dr. #200
Miami, Florida 33126
Email address: jrdeleon@copair.com

11.24 **Civil Rights - General.** Lessee shall comply with pertinent statutes, executive orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

11.25 **Civil Rights - Title VII Assurances.** Lessee shall abide by and comply with the nondiscrimination requirements set forth on **Exhibit D**, attached hereto and made a part hereof, to the extent same are applicable by law, rule, or regulation, or federal grant requirements.

11.26 **Nondiscrimination.** Neither party to this Agreement shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Lessee shall include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

11.27 **Federal Fair Labor Standards Act (Federal Minimum Wage).** This Agreement incorporates 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. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must

Handwritten signature and date: 11/11/11

address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.28 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11.29 Security Regulations. Lessee certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as **Exhibit E**.

11.30 Public Entity Crime Act; Discriminatory Vendor; Scrutinized Companies Lists. Lessee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Lessee further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Lessee has been placed on the convicted vendor list. Lessee represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Lessee further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. This Agreement may be terminated for cause if any of the foregoing representations are false.

11.31 Right of Flight. County reserves unto itself, for the use and benefit of the public, at any and all times, a right of flight for the passage of aircraft in the airspace above the Premises together with the right to cause in that airspace such noise and other intrusions as may be inherent in the operations of any aircraft for navigation or flight in that airspace, and for aircraft landing on, taking off from, or operating at the Airport.

11.32 Compliance with FAR Part 77. Lessee shall restrict the height of structures, objects of natural growth, and other obstructions on the Premises to such height as to comply with all applicable Federal Aviation Regulations, including, but not limited to, 14 CFR Part 77.

11.33 Airport Hazard. Lessee shall prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute a hazard.

11.34 Police/Regulatory Powers. County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations governing the Premises, any Improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving

or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules, and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing in this Agreement shall be considered zoning by contract.

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

11.36 Visual Artists' Rights Act. With respect to construction or installation of any Improvements at the Premises and regarding the requirements of the federal Visual Artists Rights Act of 1990, 17 USC Sections 106A and 113 (the "Act"), Lessee shall not (i) hire any artist or permit any sublessee to hire any artist for the purpose of installing or incorporating any work of art into or at the Premises, or (ii) permit the installation or incorporation of any work of art in or at the Premises without the prior written approval of County. Lessee shall provide such reasonable documentation as County may request in connection with any request for such approval and the approval of County may be conditioned upon the execution by the artist of a waiver of the provisions of the Act, in form and substance acceptable to County.

11.37 ENVIRONMENTAL COMPLIANCE, CONTAINMENT, AND REMOVAL

11.37.1 Lessee shall provide County, upon request, a list of all Hazardous Materials stored, used, generated, or disposed of on Airport property by Lessee. Lessee shall also complete the form attached hereto as **Exhibit F** and shall deliver same to County contemporaneously with its execution of this Agreement. Lessee represents that, to the best of its knowledge, the matters disclosed on such form are accurate and complete as of the Effective Date. At the request of County (not more than once a year), Lessee shall provide an accurate and complete update as to the matters set forth on **Exhibit F**.

11.37.2 Lessee shall comply with all Applicable Laws covering the Airport, including, but not limited to, those addressing the following, if applicable:

(1) Proper use, storage, treatment, and disposal of Hazardous Materials, including contracting with a licensed hazardous waste transporter or treatment and disposal facility to assure proper transport and disposal of Hazardous Materials.

(2) Proper use, disposal, and treatment of stormwater runoff, including the construction and installation of adequate pre-treatment devices or mechanisms required by Applicable Laws. Lessee shall have in place, and make available to County for review, all required environmental licenses, approvals, permits, and other documents, including, but not limited to, if applicable, a

site specific Stormwater Pollution Prevention Plan and a Spill Prevention and Countermeasures Plan.

(3) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all requirements of Applicable Laws, including the installation and operation of adequate monitoring devices and leak detection systems.

(4) Adequate facilities for management, secondary containment, and, as necessary, pretreatment of Hazardous Materials and the proper disposal thereof.

(5) Compliance with reporting and notification requirements of Emergency Planning and Community Right to Know Act of 1986 (Title III of the Superfund Amendments and Reauthorization Act), Rules 62-761 and 62-762, Florida Administrative Code, and Chapter 27 of the Broward County Code of Ordinances, as applicable.

11.37.3 The Release or Discharge of any Hazardous Materials by Lessee at the Premises or at any other Airport property, whether caused by the officers, employees, contractors, subcontractors, or agents of Lessee, that is in an amount that is in violation of any Applicable Laws, committed at any time, shall be, at Lessee's expense, and upon demand of County or any local, state, or federal regulatory agency, immediately contained, removed, and abated to meet the requirements of all Applicable Laws. If Lessee does not take action immediately to have such Hazardous Materials contained, removed, and abated, County or any local, state, or federal regulatory agency may undertake the removal of the Hazardous Materials; however, any such action by County or any local, state, or federal regulatory agency shall not relieve Lessee of its obligations under this or any other provision of this Agreement or as imposed by law. No action taken by either Lessee or County to contain or remove Hazardous Materials, or to abate a Release or Discharge, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its Release or Discharge. Notwithstanding the foregoing, Lessee shall not be liable for the presence of any Hazardous Materials at the Premises or the Airport caused by County or persons or entities other than Lessee or its officers, employees, contractors, subcontractors, or agents.

11.37.4 Lessee shall provide County with notice of Releases or Discharges of Hazardous Materials that occur at any area used by Lessee due to Lessee's operations at the Airport and that is caused by Lessee or its officers, employees, contractors, subcontractors, or agents. Such notice shall be provided in accordance with the requirements of Chapter 27 of the Broward County Code of Ordinances, including, but not limited to, Sections 27-305 and 27-355. Lessee shall maintain a log of all such notices and shall also maintain all records required by federal, state, County, or local laws, rules, and regulations, and also such records as are reasonably necessary to adequately assess environmental compliance

in accordance with all Applicable Laws. Upon request by County, Lessee shall make all documentation required by this section available for the review of County or its designated representatives.

11.37.5 As required by Applicable Laws, Lessee shall provide the required federal, state, County, and local regulatory agencies with notice of any Release or Discharge of Hazardous Materials on the Premises occupied by Lessee on the Airport property, which Release or Discharge was caused by Lessee. Lessee shall further provide County and the Environmental Protection and Growth Management Department (or successor agency) with written notice within three (3) business days following commencement of some of the measures to contain, remove, abate, remediate, and monitor any Release or Discharge in full compliance with all Applicable Laws. Lessee shall have an updated contingency plan (or comparable document) in effect which provide minimum standards and procedures for storage, handling, and use of regulated Hazardous Materials and other Hazardous Materials, prevention and containment of Releases or Discharges, and transfer and disposal of regulated Hazardous Materials and other Hazardous Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of Releases, Discharges, or other accidents involving Hazardous Materials.

11.37.6 County, upon reasonable written notice to Lessee, shall have the right to inspect all documents relating in any way to the Release or Discharge of any Hazardous Materials at the Airport, the environmental condition of the Premises occupied by Lessee, any curative, remediation, or monitoring efforts on any Airport property by Lessee, and any documents required to be maintained under all Applicable Laws, including, but not limited to, any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Hazardous Materials, Environmental Site Assessments, and sampling and test results. Lessee shall allow inspection of the Premises occupied by Lessee by appropriate federal, state, County, and local agency personnel in accordance with all Applicable Laws, and as required by any development order issued to County pertaining to the Airport pursuant to Chapter 380, Florida Statutes.

11.37.7 If County, pursuant to this section, arranges for the containment, removal, or abatement of any Hazardous Materials on the Premises or other Airport property used or occupied by Lessee, the Release, Discharge, or abandonment of which was caused by Lessee, all costs of such removal incurred by County shall be paid by Lessee to County within sixty (60) calendar days after County's written demand, with interest at the rate of eighteen percent (18%) per annum thereafter accruing.

11.37.8 Nothing in this Agreement shall relieve Lessee of its general duty to cooperate with County in ascertaining the source and, containing, removing, and abating any Hazardous Materials and Releases or Discharges. County and its employees, contractors, and agents, upon reasonable written notice to Lessee, and the federal, state, local and

other County agencies, and their employees, contractors, and agents, in accordance with all Applicable Laws, shall have the right to enter the Premises occupied by Lessee for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections, and audits as it deems appropriate. Any such entering of the Premises occupied by Lessee by County shall be, if possible, without unreasonable interference with Lessee's operations on the Premises and at reasonable times.

11.37.9 If any assessment or inspection undertaken by County, state, or federal agencies indicates that further actions should be conducted, then County shall have the right to have such further actions conducted at Lessee's expense. Lessee shall reimburse to County the cost of such assessments and inspections within sixty (60) calendar days following written demand for payment, with interest at the rate of eighteen percent (18%) per annum thereafter accruing. Lessee shall have the right to split any soil or water samples obtained by County.

11.37.10 In the event County shall arrange for the containment, removal, abatement, or remediation of Hazardous Materials or Hazardous Material Releases or Discharges on the Premises occupied by Lessee that are not the responsibility of Lessee to correct, County shall use reasonable efforts to not disrupt Lessee's operations; however, in no event shall Lessee be entitled to any abatement of rent or any amount on account of lost profits, lost Rent, or other damages as a result of County's activities under this section.

11.37.11 All flammable liquids that are kept or stored at the Premises must at all times be handled, stored, used, and dispensed in accordance with all Applicable Laws and other requirements, including, but not limited to, any rules, regulations, or minimum standards that are established by County for operations of Airport tenants.

11.37.12 The provisions of this Section 11.38 shall survive the expiration or other termination of this Agreement.

11.38 Damage to Airport Facilities. Lessee shall be responsible for any and all damage to the Airport caused by the negligence of Lessee, including, but not limited to, damage to Terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities, and any and all areas where any activities are performed by Lessee.

11.39 Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of or undertaken by Lessee as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, shall be deemed to apply to such construction work. Lessee shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in **Exhibit G** and **Exhibit H**.

11.40 MOA for Land Use Controls. To the extent applicable, this Agreement is subject to the Memorandum of Agreement for Land Use Controls, dated July 1, 2015, between County and the Division of Waste Management, Florida Department of Environmental Protection, recorded on July 23, 2015, at instrument # 113129335 of the Public Records of Broward County, Florida, which

enables County to assess and remediate contamination at the Airport consistent with applicable standards and procedures.

11.41 Ground Handling. Lessee shall not utilize, hire, or otherwise employ any ground handling company that has not executed an Airline Service Provider Agreement with County, which Airline Service Provider Agreement is active and in good standing.

11.42 Signs. Lessee shall obtain the written permission of County prior to the installation of signs, billboards, or advertising on the Premises, which permission shall not be unreasonably withheld.

11.43 Use of County Logo. Lessee shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

11.44 Contingency Fee. Lessee represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Lessee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Lessee. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Lessee under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

11.45 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.46 Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

11.47 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.48 Time of Essence. Time is of the essence with respect to this Agreement and shall apply to all terms and conditions contained in this Agreement.

11.49 Authorized Representatives. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, staff of the Broward County Aviation Department may act on behalf of County to exercise the authority and powers of County under this Agreement.

11.50 Public Records. To the extent Lessee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Lessee shall:

11.50.1 Keep and maintain public records required by County to perform the services under this Agreement;

11.50.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

11.50.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

11.50.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Lessee or keep and maintain public records required by County to perform the services. If Lessee transfers the records to County, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt. If Lessee keeps and maintains public records, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Lessee will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Lessee contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Lessee must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Lessee as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Lessee. Lessee shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

City of Broward County
Electronic Signature

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6109, MADELGADO@BROWARD.ORG, 2200 SW 45TH STREET, SUITE 101, DANIA BEACH, FLORIDA 33312.

11.51 Boarding Assistance for Individuals with Disabilities. Pursuant to 40 CFR Part 27 and 14 CFR Part 382, which require that airports and airlines provide boarding assistance to individuals with disabilities, Lessee shall abide by the terms and conditions of the Addendum attached hereto as **Exhibit I**, and made a part hereof relating to Lessee's use of County's "Lift Device," which sets forth the duties and obligations of the respective parties with regard to the use of said Lift Device.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Countdown to 2025
Director of Administration

IN WITNESS WHEREOF, the parties hereto have made and executed this TERMINAL BUILDING LEASE AGREEMENT: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board of Commissioners action on the ____ day of _____, 20__, and Compania Panamena de Aviacion, S.A. d/b/a COPA Airlines, signing by and through its duly authorized representatives.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 S.W. 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

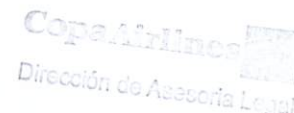
Insurance requirements
approved by Broward County
Risk Management Division

By _____ 2-13-20
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By _____ 2/20/2020
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By _____ 2/20/2020
Sharon V. Thorsen (Date)
Senior Assistant County Attorney


md/cr
NonSigTBLA – COPA Airlines
08/26/19
80071.0027

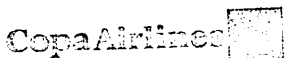


**TERMINAL BUILDING LEASE AGREEMENT BETWEEN BROWARD COUNTY
AND COMPANIA PANAMENA DE AVIACION, S.A. d/b/a COPA AIRLINES**

LESSEE

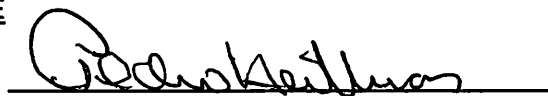
ATTEST:


Secretary



Dirección de Asesoría Legal

(CORPORATE SEAL)



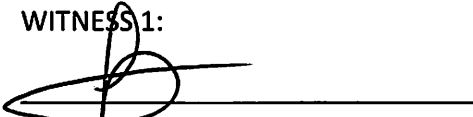
By: _____

Print Name: Pedro Heilbron

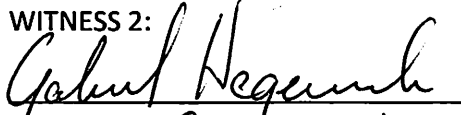
Title: Chief Executive Officer

5 day of FEBRUARY, 2020

WITNESS 1:


Print Name: Ruben Nuñez

WITNESS 2:


Print Name: GABRIEL HEGEWISCH

**EXHIBIT A
COPA AIRLINES, INC.
LEASED PREMISES**

- 591 square feet of Airline Ticket Office space (Type 1) in Terminal 1, Level 3 (see Exhibit A – page 2 of 2).

EXHIBIT A

COPA AIRLINES, INC.
TERMINAL 1 - LEVEL 3 TICKETING LEVEL
ATO SPACE 591 S.F.

KEY MAP

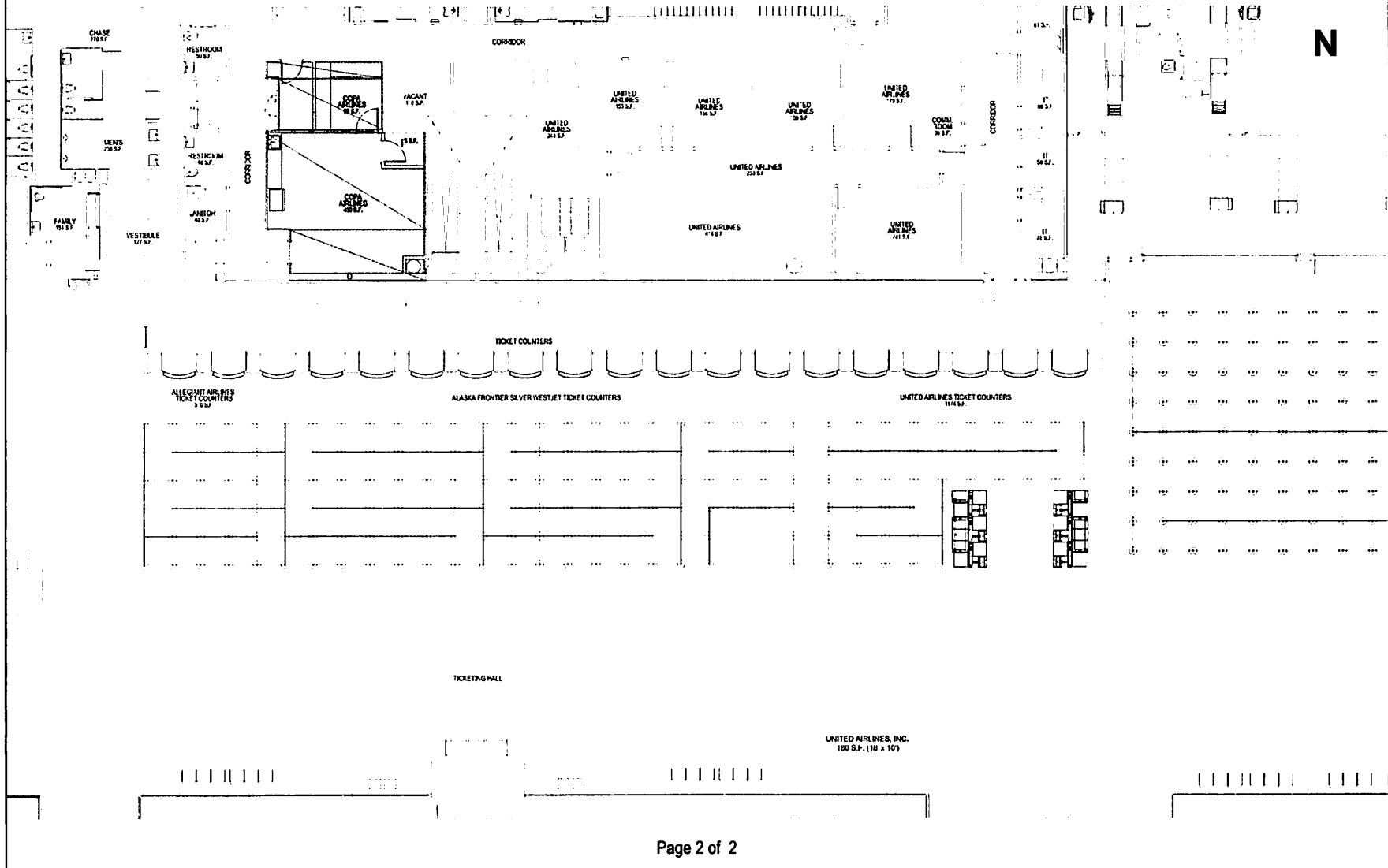


Exhibit B

Maintenance

All Other Non-Leased

B - County

A - Tenant

Tenant Leased Properties

Areas

	Ticket Counter Space	Leased Premises Non-Public Use ²	Leased Premises Public Use¹	Interior Space	Exterior and Aircraft Apron
1 Air Conditioning					
a. Maintenance	B	B	B	B	N/A
b. Operation	B	B	B	B	N/A
c. Chilled Air Distribution	B	B	B	B	N/A
2 Electrical					
a. Bulb & Tube Repl.	B	A	B	B	B
b. Illu. incl. Power Power exc. For Illumination -	B	A	B	B	B
c. Maintenance	B	A	B	B	B
d. Operational Cost	B	B	B	B	B
3 Heating					
a. Maintenance	B	B	B	B	N/A
b. Operation Cost	B	B	B	B	N/A
4 Water-Maintenance					
a. Distribution	B	B	B	B	B
b. Fixtures	B	B	B	B	B
5 Maintenance					
a. Other than structural	B	A	B	B	B
b. Structural	B	B	B	B	B
c. Exterior of kinds	B	B	B	B	B
6 Sewage & Plumbing					
a. Distribution	B	B	B	B	B
b. Fixtures	B	B	B	B	B
7 Public Address System	B	B	B	B	B
8 Custodial Service	A	A	B	B	B
9 Window Cleaning					
a. Exterior	B	B	B	B	N/A
b. Interior	N/A	A	B	B	N/A
10 Ramp Markings	N/A	A	N/A	N/A	B

¹Tenant Leased Premises - Public Use = Holdrooms, Curbside and Remote Check-In

²Tenant Leased Premises - Non-Public Use = All Other Leased Space

Exhibit C

Insurance Requirements for COPA TBLA

the following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's are not approved			
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard (5 years) <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil landside \$ 5 mil airside	\$ 2 mil landside \$ 5 mil airside
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	500K MIN
Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County . Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required . Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite #101,
 Dania Beach, FL 33312 airlines

_____ Date Issued

EXHIBIT D - NONDISCRIMINATION REQUIREMENTS

I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Lessee (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** ("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 Agreement, and which include, but are not limited to, the following:

a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

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 USC § 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 USC § 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 USC § 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 contractors, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

i. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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); and

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 USC 1681 et seq).

2. *Non-discrimination:* Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement 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 Lessee 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 Lessee of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

6. *Incorporation of Provisions:* Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Lessee 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 Lessee becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

II. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. Lessee agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Lessee agrees that it will require its covered sub organizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Lessee agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a

similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. If required by 14 CFR Part 152, Lessee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Lessee shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Lessee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Lessee shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Lessee shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

5. Lessee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Lessee shall require its covered sub organizations to keep similar records as applicable.

6. Lessee shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Lessee shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Lessee who shall, in turn, submit same to the County for transmittal to the FAA.

EXHIBIT E - SECURITY REQUIREMENTS – AVIATION DEPARTMENT

Airport Security Program and Aviation Regulations.

Lessee shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Lessee, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Lessee shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Lessee observe these requirements. If required by the Aviation Department, Lessee shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Lessee, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fines and/or penalties imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any Federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Lessee shall pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Lessee shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Lessee fails to remedy any such deficiency, County may do so at the sole cost and expense of Lessee. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Lessee shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Lessee shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Lessee's personnel transferred from the Airport, or terminated from the employ of Lessee, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Lessee shall comply with the requirements of applicable Federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Lessee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Lessee to conduct background investigations and to furnish certain data on such

employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Lessee shall permit any employee of Lessee or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Lessee shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Lessee or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Lessee's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Lessee and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Lessee or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Lessee or by any subconsultant/subcontractor.

(d) If any of Lessee's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under Federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

EXHIBIT F - ENVIRONMENTAL DOCUMENTS

Company Name:

COMPANIA PANAMEÑA DE AVIACION, S.A d/b/a Copa Airlines

Mailing Address:

5205 Blue Lagoon Drive Suite 200
Street or Post Office Box

City: Miami State: FL Zip Code: 33126

Type of Agreement:

Broward County - Terminal Building Lease Agreement

Please describe the activities performed and services provided on leasehold:

ATO

Will there be fueling: Yes No

Will there be maintenance: Yes No

Will there be plane washing: Yes No

Lessee has the following documents, if applicable, which may be requested by County for review: If not applicable, denote "NA."

1. Best Management Plan, dated N/A.
2. Storm water Pollution Prevention Plan, dated N/A.
3. Spill Prevention Control and Countermeasures Plan, dated N/A.
4. Hazardous Materials Plan, dated N/A.
5. Other applicable environmental plans:
N/A

Is Lessee required to file the SARA Title III Reporting? Yes No

If Yes, was last filed on (date) N/A.

Is Lessee a generator of hazardous waste pursuant to 40 CFR 261?

Yes No

If Yes, the status is _____ conditionally exempt; _____ small; _____ large quantity Generator.

If required, reports were filed on (date) _____.

The following environmental licenses and/or permits (County, State, Federal) are issued to Lessee: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water.)

Permit Name/Type	License No.	Date Expires
1. <u>N/A</u>		
2. <u>N/A</u>		
3. <u>N/A</u>		
4. <u>N/A</u>		
5. <u>N/A</u>		
6. <u>N/A</u>		

EXHIBIT G - PREVAILING WAGE RATES

On November 17, 1983, the Broward County Board of County Commissioners enacted Ordinance No. 83-72 providing that, in all non-federally funded County construction procurement activity of \$250,000 or more, the rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in like industries as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

Prevailing Wage Rate Ordinance. If the project is not federally funded and if County is funding any portion of the construction project, then if the construction cost is in excess of \$250,000, the following shall apply:

(a) The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as published in the Federal Register (latest revision).

(b) All mechanics, laborers, and apprentices, employed or working directly upon the site of the work shall be paid in accordance with the above-referenced wage rates. Lessee shall post notice of these provisions at the site of the work in a prominent place where it can be easily seen by the workers.

(c) If the parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices to be used, County shall submit the question, together with its recommendation, to the County Administrator for final determination.

(d) In the event it is found by County that any laborer or mechanic or apprentice employed by Lessee, or any subcontractor directly on the site of the work has been or is being paid at a rate of wages less than the rate of wages required by the ordinance, County may: (1) by written notice to Lessee terminate its right to proceed with the work or such part of work for which there has been a failure to pay said required wages; and (2) prosecute the work or portion thereof to completion by contract or otherwise. Whereupon, Lessee and its sureties shall be liable to County for any excess costs occasioned to County thereby.

(e) Subparagraphs (a) through (d) above shall apply to prime contracts and subcontracts under such prime contracts.

(f) Lessee shall maintain payrolls and basic records relating thereto during the course of the work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics and apprentices working at the site of the work. Such records shall contain the name and address of each such employee; its current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

(g) If County is funding any portion of the work, Lessee shall submit, with each requisition to County for payment, a signed and sworn "Statement of Compliance" attesting to compliance with Broward County Ordinance No. 83-72. The Statement shall be in the form attached as **Exhibit H**.

(h) County may withhold or cause to be withheld from Lessee so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, watch persons, and guards employed by Lessee or any subcontractor on the work, the full amount of wages required by this Agreement.

(i) If Lessee or any subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the work all or part of the wages required by this Agreement, County may, after written notice to Lessee, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

**EXHIBIT H - STATEMENT OF COMPLIANCE
(PREVAILING WAGE RATE ORDINANCE NO. 83-72)**

Contract No. _____ Project Title _____

The undersigned Lessee hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Broward County Ordinance No. 83-72 and the applicable conditions of this Agreement.

Dated _____, 20____
_____ Lessee

(Name and Title) By _____
(Signature)

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal, this ____ day of _____, 20__.

(NOTARY SEAL) _____
(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

**EXHIBIT I - ADDENDUM TO AGREEMENT PROVIDING FOR THE USE OF LIFT DEVICE
PURSUANT TO 49 CFR PART 27 AND 14 CFR PART 382**

1. County, as the owner and operator of Fort Lauderdale-Hollywood International Airport ("Airport"), and those entities providing boarding assistance to individuals with disabilities, are required to enter into an agreement addressing the respective responsibilities of the Parties regarding the provision of accessible facilities for individuals with disabilities, which includes providing boarding assistance using mechanical lifts ("Lift Device"). 49 CFR Part 27 and 14 CFR Part 382.
2. County and Lessee agree, subject to all existing terms and conditions of the Agreement between the Parties, as follows:
 - a. County shall make available to Lessee, on a nonexclusive basis, the use of a Lift Device. Such Lift Device is to be used solely for the purpose of loading and unloading passengers from aircraft owned or operated by Lessee at the Airport. The Lift Device may be used only on the Air Operations Area of the Airport.
 - b. Lessee's employees, agents, and representatives shall be trained to operate the Lift Device and shall attend all training sessions regarding the proper use of the Lift Device as may be provided by either County or the manufacturer of the Lift Device. All persons trained in the use of said Lift Device shall be certified to use the Lift Device by County. Those representatives of Lessee who have successfully completed such training and have been certified by County or the manufacturer may train other representatives of Lessee in the proper use of the Lift Device.
 - c. Promptly after each delivery of the Lift Device for use by Lessee, and in any event prior to any use of the Lift Device, trained representatives of Lessee shall inspect the Lift Device, and following such inspection, shall either, (i) if the Lift Device appears to be fit for its intended use, accept the Lift Device in which case Lessee may proceed to use the Lift Device in accordance with the provisions of this Exhibit; or, (ii) if the Lift Device appears in any way to be damaged, unsafe, broken, improperly or not maintained, missing parts, or unfit for its intended use, immediately notify County and shall not use the Lift Device until such time as County has corrected such problems, as it deems necessary, and granted its written consent to once again commence use of the Lift Device. Subject to receipt of any sums owed to County pursuant to subparagraph 3.d. below, County shall repair promptly any damage or problems to the Lift Device and to maintain the Lift Device in good working order. Lessee's right to use the Lift Device shall be suspended for any period during which the Lift Device is in any way damaged, unsafe, broken, improperly or not maintained, missing parts, or unfit for its intended use.
 - d. The Lift Device, until returned to County, shall be held and used by Lessee, at all times, at the sole risk of Lessee for injury, damage (including damage to third parties and their property), loss, destruction, theft, expropriation, or requisition (as to either title or use). If the Lift Device or any part of it is destroyed, lost, stolen, damaged beyond repair,

or permanently rendered unfit for normal use for any reason whatsoever, or is expropriated or requisitioned while in the possession of Lessee and before return to County, Lessee shall promptly notify County and pay County on demand the replacement value of the Lift Device determined immediately prior to the occurrence as reimbursement to County for such occurrence. As used in this Exhibit, replacement value of the Lift Device shall mean the cost of replacement of the Lift Device by purchasing its replacement thereof from the manufacturer.

e. Title to the Lift Device is and at all times shall remain in County. Further, Lessee shall not sell, mortgage, assign, transfer, lease, sublet, loan, part with possession of, or encumber the Lift Device, or permit any liens or charges to become effective thereon, or permit or attempt to do any of the acts aforesaid. Lessee shall, at its own expense, to take such action as may be necessary (i) to remove any such encumbrance, lien, or charge, and (ii) to prevent any third party from acquiring any interest in the Lift Device or any part thereof.

f. If at any time Lessee becomes aware of the need for maintenance or repairs to the Lift Device, Lessee shall (i) promptly notify County in writing of the nature of the maintenance or repairs needed, and (ii) refrain from using the Lift Device until such time as County has performed such repairs or maintenance as it deems necessary and has granted its written consent to commence use of the Lift Device.

3. Lessee shall comply with all federal, state, County, and local laws, regulations, codes, and ordinances, and all applicable requirements of the manufacturer of the Lift Device, applicable to the physical possession, operation, condition, use, and maintenance of the Lift Device.

4. County is not the manufacturer of the Lift Device or a dealer in similar property and has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, suitability, or merchantability of the Lift Device. County shall not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused directly or indirectly by the Lift Device, by any inadequacy thereof or defect therein, or by any incident in connection therewith. In the event Lessee provides written notice to County of a claim against Lessee relating to the operation of the Lift Device, County shall, to the extent possible, assign any applicable manufacturer's warranty or claim against the manufacturer with respect to the Lift Device to Lessee; provided, however, that in assigning such claim, County's right to assert a claim in its own interest shall not be prejudiced thereby.

5. County may establish, in its discretion, reasonable and nondiscriminatory fees and charges for the use or maintenance of the Lift Device. Lessee shall to pay any such fees and charges in the manner prescribed by County.

6. County and Lessee reserve the right to assign all of the obligations to maintain and operate the Lift Device, as provided in this Exhibit, on behalf of County and Lessee, to a provider of ground handling services.