



UA Contract # C181793-7

Peter O. Knight Airport  
Plant City Airport  
Tampa Executive Airport

July 30, 2020

Hillsborough County  
Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622  
phone/ 813-870-8700  
fax/ 813-875-6670  
TampaAirport.com

Mr. Mike Yost  
Managing Director, Corporate Real Estate  
United Airlines, Inc.  
233 South Wacker Drive, 11<sup>th</sup> Floor  
Chicago, IL 60606

Adam R. Kokas  
Executive Vice President / General Counsel  
Atlas Air, Inc.  
2000 Westchester Ave  
Purchase, NY 10577

RE: Letter of Agreement (LOA) to the Cargo Building Space Rental Agreement -  
Suite 1500 (Premises)  
Tampa International Airport (Airport)

Dear Mr. Yost and Mr. Kokas:

The following constitutes an LOA between United Airlines, Inc. (United) and Atlas Air, Inc. (Atlas) regarding the Cargo Building Space Rental Agreement between United and the Hillsborough County Aviation Authority (Authority), dated October 7, 2010 (Agreement). The purpose of this LOA is to clarify the responsibility for repayment to Authority of Company's Improvements Rent (CIR) for the Premises, as those terms are defined in the Agreement, before, during, and after the proposed future tenancy of the Premises by Atlas.

Whereas, the Agreement, in part, requires United to repay Authority for the cost of CIR for the Premises constructed by Authority at United's request until such time as the balance of CIR is paid in full or Authority executes a Space Rental Agreement for the Premises with a replacement tenant (see Section 5.02(B)(1) and (2) of the Agreement); and

Whereas, Atlas desires to lease the Premises for a period of one (1) year from October 1, 2020 through September 30, 2021 (Term); and

Whereas, Atlas agrees to pay to Authority the Cargo Building Rent, O&M Rent, and CIR, as those terms are defined in the Agreement, during the Term of this LOA.

Now, therefore, the parties agree as follows:

1. If Atlas leases the Premises from Authority, Atlas thereby assumes the obligation for payment of the Cargo Building Rent, O&M Rent, and CIR during the Term of this LOA, unless terminated earlier as provided for in this LOA. Upon completion of the Term or earlier termination of this LOA, United will retain the obligation to repay the outstanding balance of CIR to Authority. United's obligation will continue thereafter until the CIR is paid in full or until Authority executes a subsequent space rental agreement with a replacement tenant for the payment of all Rents, including payment of the outstanding balance of CIR; and



2. United grants permission to Atlas to modify/demolish any or all of Company's Improvements, as such term is defined in the Agreement. Upon termination of this LOA, and at United's request, Atlas will restore Company's Improvements to their condition at the commencement of this LOA, all at Atlas's own expense. Atlas and United understand and agree that such modification/demolition and restoration will not reduce or otherwise impact Atlas's or United's obligation to repay the CIR to Authority under this LOA or under the Agreement; and
3. Atlas understands and agrees that it will repair, to the satisfaction of Authority, any damage caused to the Premises by such modifications or demolition and restoration; and
4. This LOA represents the entire understanding between the parties relative to the CIR for the Premises as defined in the Agreement; and
5. The parties expressly warrant that each signatory is vested with the necessary authority to sign this LOA and is a bona fide representative of the named party; and
6. This LOA can be amended by the Chief Executive Officer or a designee of the Chief Executive Officer, who is hereby empowered to act on behalf of Authority.
7. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Jane Castor, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Gary W. Harrod, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)



UNITED AIRLINES, INC.

DocuSigned by: Michael Yost  
By: Michael Yost  
Title: Managing Director Airport Affairs  
Date: 8/3/2020

Signed in the presence of:

DocuSigned by: Christa Horvath  
Witness Signature  
Christa Horvath

Print Name by: an gao  
Witness Signature  
an gao  
Print Name

UNITED AIRLINES, INC.

STATE OF Illinois  
COUNTY OF Kane

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 2020,  
By Michael Yost in the capacity of Managing Director-CRE  
(Individual's Name) (Individual's Title)  
at United Airlines a Corporation  
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)  
on its behalf. He personally known to me and has produced  
(He is/She is) (personally known to me / not personally known to me)  
the following document of identification \_\_\_\_\_

(Stamp or seal of Notary)



Sarah Voss  
Signature of Notary  
Sarah Voss  
Type or print name of Notary  
August 1, 2021  
Date of Commission Expiration (if not on stamp or seal)



ATLAS AIR, INC.

By: Adam R. Kokas

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Adam R. Kokas  
Executive Vice President  
General Counsel and Secretary

Signed in the presence of:

Witness Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Print Name \_\_\_\_\_

ATLAS AIR, INC.

STATE OF New York

COUNTY OF Westchester

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of June, 2020,

By Adam Kokas in the capacity of EVP, General Counsel + Secretary

(Individual's Name)

(Individual's Title)

at Atlas Air, Inc. a Corporation

(Name of organization or company, if any)

(Corporation/Partnership/Sole Proprietor/Other)

on its behalf. He personally known and has produced

(He is/She is)

(personally known to me / not personally known to me)

the following document of identification passport

(Stamp or seal of Notary)

Notary Public  
State of New York  
Commission Expires 05-22-2022  
My Comm. No. 123456789  
My Exp. Date 05-22-2022  
My Exp. Date 05-22-2022  
My Exp. Date 05-22-2022

Peter O' Knight Airport  
Plant City Airport  
Tampa International Airport  
Tampa Executive Airport