



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

October 2, 2020

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

Michael Honeycutt, President/CEO
Worldwide Aircraft Services, Inc. dba Jet ICU
1511 North Westshore Blvd.
Suite 650
Tampa, FL 33607

RE: Letter of Agreement for Temporary Use of Hangar, Ramp and Land for
Storage of Aircraft at Tampa International Airport ("Airport")

Dear Mr. Honeycutt:

The following constitutes a Letter of Agreement ("LOA") between the Hillsborough County Aviation Authority ("Authority") and Worldwide Aircraft Services, Inc. dba Jet ICU ("Jet ICU") whereby the Authority grants temporary use of approximately 2.48 acres of land, 61,130 SF of pavement, and a hangar containing 6,432 SF (collectively the "Premises") as depicted on Exhibit A-1, Location Map and Exhibit A-2, Premises Boundary, both of which are attached hereto and incorporated herein by reference, for parking and light maintenance of aircraft used in Jet ICU's operations. Use of the Premises is granted in accordance with the following terms and conditions:

1. Term. The term ("Term") of this LOA will be for one (1) year, commencing on December 23, 2020 ("Commencement Date") and ending on December 22, 2021. If Jet ICU is not in default of any terms of this LOA or in the payment of any Rent or other charges to Authority, this LOA may be renewed at the terms and conditions stated hereunder for one, one year period upon written request by Jet ICU at least 90 days prior to LOA's expiration and written acceptance by Authority's Chief Executive Officer or designee. Such renewal will be effective by letter without formal amendment to this LOA. Should the Authority at any time during the Term require the use of all of the Premises, the Authority will deliver to Jet ICU written notice of its intent to terminate this LOA which termination shall take effect 90 days from the date of delivery of the written notice. Should the Authority at any time during the Term require the use of less than all of the Premises, this LOA will be amended by letter from the Authority's Chief Executive Officer to identify the remaining Premises that will be included in this LOA.

2. Termination. This LOA may be terminated by Jet ICU, with or without cause, if Jet ICU is not in default of any of the terms and conditions of this LOA or in the payment of any fees or other charges to the Authority, upon 30 days' written notice to the Authority.
3. Premises. Authority and Jet ICU hereby agree to Jet ICU's use of the Premises, the general location and depiction of which are shown on the attached Exhibits A-1 and A-2. Jet ICU accepts the Premises in "as is" condition.
4. Permitted Uses. Jet ICU may utilize the Premises for parking and light maintenance of aircraft used in Jet ICU's operations.
5. Rent. As consideration for the use of the Premises, Jet ICU agrees to pay to the Authority \$9,389.93, plus applicable taxes and charges, on or before the first day of each and every month throughout the Term, including any renewal option.
6. Payments. Jet ICU will submit all Rent payments required by this LOA by the 1st of the month. The Fuel Flowage Fee will be paid monthly, on or before the tenth (10th) day of the month succeeding the month in which said charges accrue. In the event Jet ICU is delinquent in such payments after the 10th day of the month, Authority reserves the right to charge Jet ICU interest thereon from the date the payments became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the payments became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.
7. Place of Payments. Jet ICU will submit all payments as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to Receivables@TampaAirport.com

OR

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
CC: REAL ESTATE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
CC: REAL ESTATE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATIVE BUILDING

2ND LEVEL, RED SIDE
TAMPA, FL 33607

8. Fueling and Tank Requirements. Jet ICU will comply with the following:
- A. Jet ICU will not use or permit the use of the Premises for commercial aviation for hire, or which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial aviation activities in the general aviation commercial areas of the Airport.
 - B. Nothing in this LOA will be construed to allow third-party development, a sublease or a co-tenancy of the Premises or any other arrangement which would result in the ownership, occupancy, lease, or use of the Premises by an entity or individual other than Jet ICU or an aircraft not owned or leased by Jet ICU.
 - C. No aviation fuel or propellant may be purchased, stored, or handled on the Premises except in accordance with Authority's Standard Procedures or Operating Directives or except as provided by an aviation fuel vendor authorized under contract by Authority to provide such fueling service upon the Airport.
 - D. Jet ICU will not sell, transfer, or deliver fuel from any fuel farm facility to any aircraft or to any tank or delivery device for the purpose of transferring to an aircraft.
 - E. Jet ICU will not install additional fuel storage facilities without the prior written approval of Authority. In the event Jet ICU constructs a petroleum storage system or refurbishes the existing system, Jet ICU will pay for all costs of construction, maintenance, repair, and upkeep, all taxes, and all use and occupational permits or licenses required by federal, state, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. Jet ICU will construct the petroleum storage system in such a manner as will meet all Federal, State, or local requirements, including but not limited to, the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapters 62-761 and 62-762, Florida Administrative Code (FAC), the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced. Upon termination or expiration of this LOA as provided herein, or upon direction from Authority's Chief Executive Officer or designee, Jet ICU will remove any and all petroleum storage systems and oil-water separators and restore the Premises to the same condition that existed prior to installation or as approved by Authority.
 - F. Jet ICU will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended to by a Jet ICU employee. Jet ICU will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Jet ICU will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

- G. Jet ICU will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Jet ICU will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- H. Jet ICU is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.
9. **Fuel Flowage Fee.** In the event Jet ICU constructs a fuel farm facility or refurbishes the existing system, Jet ICU will pay Authority the then current Fuel Flowage Fee on aircraft fuel delivered to Jet ICU facilities located on the Premises. The Fuel Flowage Fee will be paid monthly, on or before the tenth (10th) day of the month succeeding the month in which said charges accrue, and will be submitted with copies of delivery tickets to verify and substantiate such deliveries. The Fuel Flowage Fee will be an Airport use assessment which is consistent with Authority's policy of charging users of the Airport, including Jet ICU, a fee to recover costs of maintaining and operating the Airport. The amount of the Airport use assessment may be subject to change by Authority from time to time, and any changes that are made in the Airport use assessment will be set out in writing to Jet ICU with the effective date thereof; provided, however, that Jet ICU will be treated the same as other similarly situated lessees.
10. **Improvements and Alterations.** Jet ICU will perform all Permitted Uses so as not to interfere with the primary functions of the Airport. The rights granted herein by Authority are limited to the Permitted Uses. Jet ICU will make no improvements, installations, repairs, or alterations upon the Premises without the written permission of the Authority.
11. **Costs.** Jet ICU agrees to be solely responsible for any and all costs associated with the Permitted Uses upon the Premises.
12. **Authority's Right to Suspend Permitted Uses.** Authority retains the right to direct a temporary suspension of Permitted Uses, and Jet ICU will immediately suspend Permitted Uses upon verbal direction by Authority under the following circumstances until the cause of such suspension has been eliminated:
- 12.1 The Authority determines in its sole discretion that Permitted Uses interfere with the primary use of the Airport including, but not limited to, an Airport emergency or other unforeseen situation.
- 12.2 Jet ICU fails to perform Permitted Uses in accordance with this LOA.
13. **Audits and Inspections.** The Authority or its representative may at any time perform audits, inspections, or attestation engagements of all or selected operations performed by Jet ICU under this LOA, upon prior written notice to Jet ICU and within three years after the expiration of this LOA. Within 14 calendar days of Authority's written notice to Jet ICU, Jet ICU books and records, including the State of Florida sales tax return records, will be made available to the Authority's auditors. Other records requested subsequent to original written notice will be provided within 7 calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority's auditors are not provided in a timely manner and that the amount of those

costs is difficult to determine with certainty. Consequently, the Parties agree that Jet ICU may be charged liquidated damages of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Jet ICU is late in submitting requested records to perform the engagement. Accrual of the fee will continue until specific performance is accomplished.

If, as a result of any engagement, it is determined that Jet ICU owes additional Rent, fees, or other charges to Authority, Jet ICU will pay such amounts, and Authority may assess interest up to 12% on the amount due from the date the amount was initially due.

14. **Restoration of Premises.** Unless otherwise mutually agreed by the Parties, Jet ICU agrees that it will repair any damages to the Premises that may have occurred in connection with any Jet ICU use and will surrender up and deliver the Premises to Authority in the condition that they existed prior to the Commencement Date. If Jet ICU fails to repair any damages related to Jet ICU use, Authority will have the right, but not the obligation, to repair any such damages. Should Authority elect to do so, Jet ICU will pay all such costs and expenses incurred by Authority for such repair, plus a 15% administrative charge, within 15 days from the date of the invoice for such. Jet ICU shall have no responsibility to repair or restore the Premises for any damage not directly related to Jet ICU.
15. **General Security.** Jet ICU will be responsible for the provision of security of the Premises, personal property, and all belongings of Jet ICU during the Term of this LOA. Authority assumes no responsibility for the protection or security of Jet ICU or its property of any kind or description whatsoever at any time.
16. **Security Badging.** Any Jet ICU employee, or any employee of its contractors or agents, that require unescorted access to the Security Identification Display Area ("SIDA") to perform work under this LOA will be badged with an Airport identification badge ("Badge") provided by Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check ("CHRC") and an annual Security Threat Assessment ("STA"). A new or renewed Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Jet ICU. These costs are subject to change without notice, and Jet ICU will be responsible for paying any increase in the costs. All badged employees of Jet ICU and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges.

Jet ICU will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of the LOA, or upon written request by Authority. This fine will be paid by Jet ICU within 15 days from the date of invoice. The fine is subject to change without notice, and Jet ICU will be responsible for paying any increase in the fine.

If any Jet ICU employee is terminated or leaves Jet ICU's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

17. **Trash and Debris.** Jet ICU will be responsible for the collection and disposal of all trash and debris upon the Premises. Authority assumes no responsibility for the collection and disposal of trash or debris on the Premises.
18. **Jet ICU's Compliance.** The rights and privileges granted Jet ICU and its authorized parties will be subject to Jet ICU's compliance with any Federal, State, and local laws, regulations, ordinances, and statutes, and Authority Rules and Regulations.
19. **Taxes.** Jet ICU shall pay all applicable taxes, including sales, use, intangible and ad valorem taxes, if any, against the Premises, improvements, estate or sales created herein whether levied against Jet ICU, the Authority, or both. Jet ICU may contest such taxes, including withholding payment thereof, upon giving written notice to Authority of its intent to do so; provided, however, that such non-payment does not result in an unbonded lien against the Premises or incur any liability on the part of Authority. Authority will forward to Jet ICU any notice of taxes or assessments upon receipt of same by the Authority. Please be aware that Jet ICU will be responsible for the entire ad valorem tax bill even if Jet ICU only occupies the Premises for a portion of the year.
20. **Insurance.** Jet ICU must maintain the following limits and coverages uninterrupted or amended through the Term of this LOA. In the event Jet ICU becomes in default of the following requirements, Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that Authority, members of Authority's governing body, and Authority's officers, volunteers and employees are included as additional insureds.

Required Coverages – Minimum Limits

A. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Airport Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this LOA will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Jet ICU under this LOA or the use or occupancy of Authority premises by, or on behalf of, Jet ICU in connection with this LOA. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

LOA Specific	
General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Personal and Advertising Injury each Occurrence	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000

C. Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage will be provided on a form no more restrictive than form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this LOA will be:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Environmental Impairment (Pollution)

Such insurance will be maintained by Jet ICU on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this LOA. Jet ICU will provide and maintain environmental coverage from the inception of the LOA. If on an occurrence basis, the insurance must be maintained throughout the duration of the LOA. If on a claims-made basis, insurance must respond to claims reported within three years of the end of the LOA. Limits of Coverage will be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

E. Aircraft Liability Insurance

The minimum limits of Aircraft Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) including Passenger's Liability Coverage covering all aircraft owned, leased and/or hired by Jet ICU (if applicable) and non-owned aircraft used by Jet ICU are:

Bodily Injury, Personal Injury and Property Damage Liability Combined single limit	\$5,000,000
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If Jet ICU does not own or lease aircraft non-owned aircraft liability insurance is still required.

F. Property Insurance

Property insurance will be written on an all-risk coverage form. Such property insurance will be written on a replacement cost basis. This insurance will cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on the Premises. Such insurance will

include Authority as an additional insured and loss payee. Such insurance will not be subject to a deductible greater than 5% of the total insured value of all covered property located on the Premises and no more than \$50,000 per occurrence for all other perils. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Jet ICU.

G. Waiver of Subrogation

Jet ICU, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the LOA, waives all rights against Authority, members of Authority's governing body, and Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Jet ICU.

H. Conditions of Acceptance

The insurance maintained by Jet ICU must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, as may be amended from time to time.

21. Indemnification. To the maximum extent permitted by Florida law, in addition to Jet ICU's obligation to provide, pay for and maintain insurance as set forth elsewhere in this LOA, Jet ICU will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this LOA;
 4. Performance, non-performance or purported performance of this LOA;
 5. Violation of any law, regulation, rule, Advisory Circular or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

of, or by Jet ICU or Jet ICU's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Jet ICU whether the liability, suit, claim, procedure, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents, employees and volunteers.

In addition to the duty to indemnify and hold harmless, Jet ICU will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this LOA;
4. Performance, non-performance or purported performance of this LOA;
5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

of, or by Jet ICU or Jet ICU's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Jet ICU regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Jet ICU by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents, employees and volunteers.

If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Jet ICU agrees to the following: To the maximum extent permitted by Florida law, Jet ICU will indemnify and hold harmless Authority,

its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Jet ICU and persons employed or utilized by Jet ICU in the performance of this LOA.

If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this LOA, (ii) coverage amount of Commercial General Liability Insurance required under this LOA, or (iii) \$1,000,000.00. Otherwise, the obligations of this paragraph will not be limited by the amount of any insurance required to be obtained or maintained under this LOA.

In addition to the requirements stated above, to the extent required by Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, Jet ICU shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Jet ICU and persons employed or utilized by Jet ICU in the performance of this LOA. This indemnification in this paragraph shall survive the termination of this LOA. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

Jet ICU's obligations to defend and indemnify as described in this paragraph will survive the expiration or earlier termination of this LOA until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

Nothing in this paragraph or LOA will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Jet ICU of any of its obligations under this paragraph.

If the above sub-paragraphs or any part of the sub-paragraphs are deemed to conflict in any way with any law, the sub-paragraph or part of the sub-paragraph will be considered modified by such law to remedy the conflict.

22. Default. In the event of Jet ICU's default of the terms and conditions of this LOA, and following written notice by Authority to Jet ICU and Jet ICU's failure to cure within thirty

(30) business days of such notice, Authority may declare this LOA to be terminated by written notice to Jet ICU, whereupon all rights of Jet ICU pursuant to this LOA will end.

23. **Signatory Authority.** The Parties hereto expressly warrant that each signatory is vested with the necessary authority to sign this document and each is a bona fide representative of the named party.
24. **No Liens.** Jet ICU will not allow any lien to be filed against the Premises or Authority's interest therein for any work provided for or on behalf of Jet ICU in connection with the Permitted Uses described herein or otherwise conducted by or on behalf of Jet ICU.
25. **No Agent/Employee Relationship.** Nothing herein will be deemed as creating a principal/agency or employment relationship between Jet ICU and Authority.
26. **Applicable Law and Venue.** This LOA will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this LOA will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.
27. **Jet ICU will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes.**
28. **Non-Discrimination.** These provisions apply to all work performed under this LOA. Failure to comply with the terms of these provisions may be sufficient grounds to:
 - A. Terminate this LOA,
 - B. Seek suspension/debarment of Jet ICU, or
 - C. Any other action determined to be appropriate by Authority or the FAA.

28.1 Civil Rights – General – 49 USC § 47123

- A. **Compliance:** Jet ICU agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefitting from Federal assistance.
- B. **Duration:**
 - (1) This provision binds Jet ICU from the Commencement Date through the completion of this LOA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
 - (2) This provision also obligates Jet ICU or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Jet ICU or any transferee for the longer of the following periods:

- (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which Authority or any transferee retains ownership or possession of the property.

28.2 Civil Rights – Title VI Assurances

- A. Compliance with Non-Discrimination Requirements: During the performance of this LOA, Jet ICU, for itself, its assignees, and successors in interest, subcontractors and consultants agrees as follows:
 - (1) Compliance with Regulations: Jet ICU will comply with the Title VI List of Pertinent Non-discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this LOA.
 - (2) Non-Discrimination: Jet ICU, with regard to the work performed by it during this LOA, 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. Jet ICU will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 28.2(B) below, including employment practices when this LOA 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 Jet ICU 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 Jet ICU of Jet ICU's obligations under this LOA and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: Jet ICU will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto relating directly to this LOA and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the

information, Jet ICU will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Non-compliance:** In the event of Jet ICU's non-compliance with the Non-discrimination provisions of this LOA, Authority will impose such LOA sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this LOA, in whole or in part.
- (6) **Incorporation of Provisions:** Jet ICU will include the provisions of paragraphs one through five of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Jet ICU will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Jet ICU becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Jet ICU may request Authority to enter into any litigation to protect the interests of Authority. In addition, Jet ICU may request the United States to enter into the litigation to protect the interests of the United States.

B. **Title VI List of Pertinent Non-Discrimination Authorities.** During the performance of this LOA, Jet ICU, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 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);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

- (6) 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);
- (7) 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);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) 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, Jet ICU must take reasonable steps to ensure that LEP persons have meaningful access to Jet ICU’s programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Jet ICU from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration: Jet ICU must comply with this Section during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements

thereon, in which case this provision obligates Jet ICU for the longer of the following periods:

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- (2) So long as Authority retains ownership or possession of the property.

- 29. Amendment. No change to this LOA will be effective and enforceable except as set forth herein until and unless a written amendment to this LOA has been duly authorized and executed by the Parties to this LOA.
- 30. Assignment. Jet ICU will not assign its rights, duties, or obligations, in whole or in part, except with the prior written consent of Authority.
- 31. Notices. All notices or communications whether to Authority or to Jet ICU pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO Authority:

(MAIL DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport

P. O. Box 22287

Tampa, Florida 33622-2287
Attn: Chief Executive Officer

Or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administrative Building
2nd Level, Red Side
Attn: Chief Executive Officer

TO Jet ICU:

Michael Honeycut, President/CEO
Worldwide Aircraft Services, Inc.
dba Jet ICU
1511 North Westshore Blvd.
Suite 650
Tampa, FL 33607

Or

Same as above.

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph. If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

- 32. Jet ICU agrees that its planned use of the Premises will not create a public nuisance and such use will be in accordance with all Federal, State and local laws, regulations, statutes and ordinances and with applicable Authority Rules and Regulations, Policies, Standard

Procedures, and Operating Directives. Jet ICU also agrees that no activity will be allowed that, in the sole discretion of Authority, interferes with the safe operation of Airport or that constitutes a hazard under the provisions of the Authority's Height Zoning Regulations.

33. Except as otherwise indicated elsewhere in this LOA, wherever in the LOA approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer, or a designee of the Chief Executive Officer, is hereby empowered to act on behalf of Authority.
34. Entire Agreement. This LOA embodies the whole agreement of the Parties, and there are no promises, terms, conditions or other obligations other than those contained herein. This LOA will supersede all previous communications, discussions, representations, proposals or agreements, either verbal or written, not contained herein.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have hereunto set their hands and corporate seals on this ____ day of _____, 2020.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

By: _____
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

Print Name

Witness Signature

Print Name

LEGAL FORM APPROVED:

By: _____
David Scott Knight
Assistant General Counsel

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)

WORLDWIDE AIRCRAFT SERVICES, INC. dba JET ICU

Signed in the presence of:

[Signature]
Witness Signature

Krystal Morgan
Print Name

[Signature]
Witness Signature

Chrissy Valdez
Print Name

By: [Signature]

Title: President/CEO

Michael Honeycutt
Print Name

1511 North Westshore Blvd.
Print Address

Suite 650

Tampa, FL 33607

WORLDWIDE AIRCRAFT SERVICES, INC.
dba JET ICU

STATE OF Florida

COUNTY OF Hillsborough

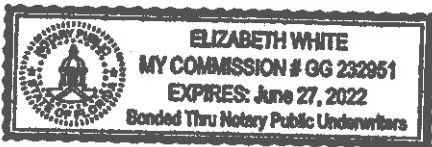
The foregoing instrument was acknowledge before me this 6th day of October, 2020, by
Michael Honeycutt in the capacity of President/CEO
(Individual's Name) (Individual's Title)

at Worldwide Aircraft Service Inc. dba Jet ICU a Corporation
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)

on its behalf. He is personally known to me and has
(He is/She is) (personally known to me / not personally known to me)

produced the following document of identification _____

(Stamp or seal of Notary)



[Signature]
Signature of Notary

Elizabeth White
Type or Print Name of Notary

June 27, 2022
Date of Commission Expiration (if not on stamp or seal)

ATTACHMENTS:

Exhibit A-1

Exhibit A-2

Jet ICU

Location Map

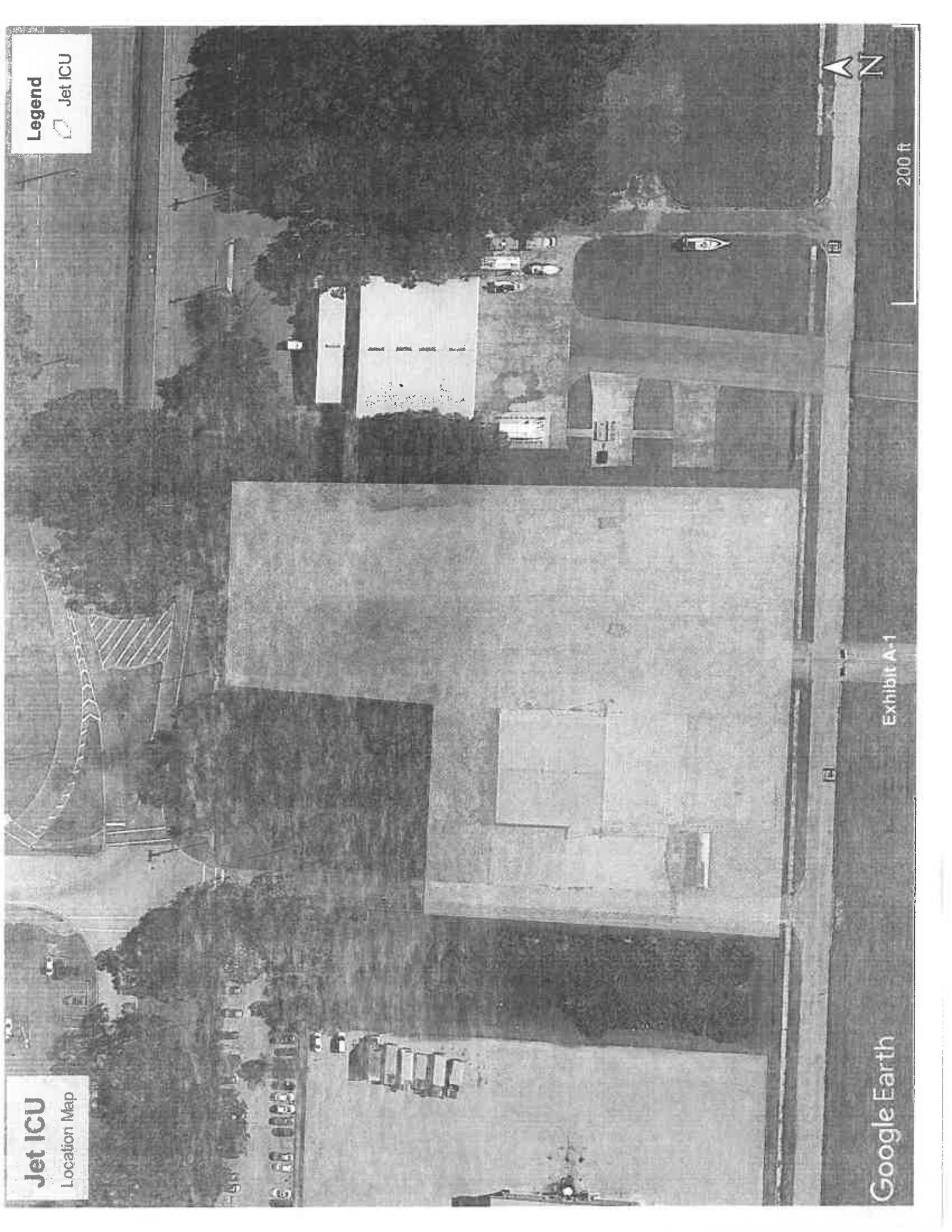
Legend

Jet ICU

Google Earth

Exhibit A-1

200 ft



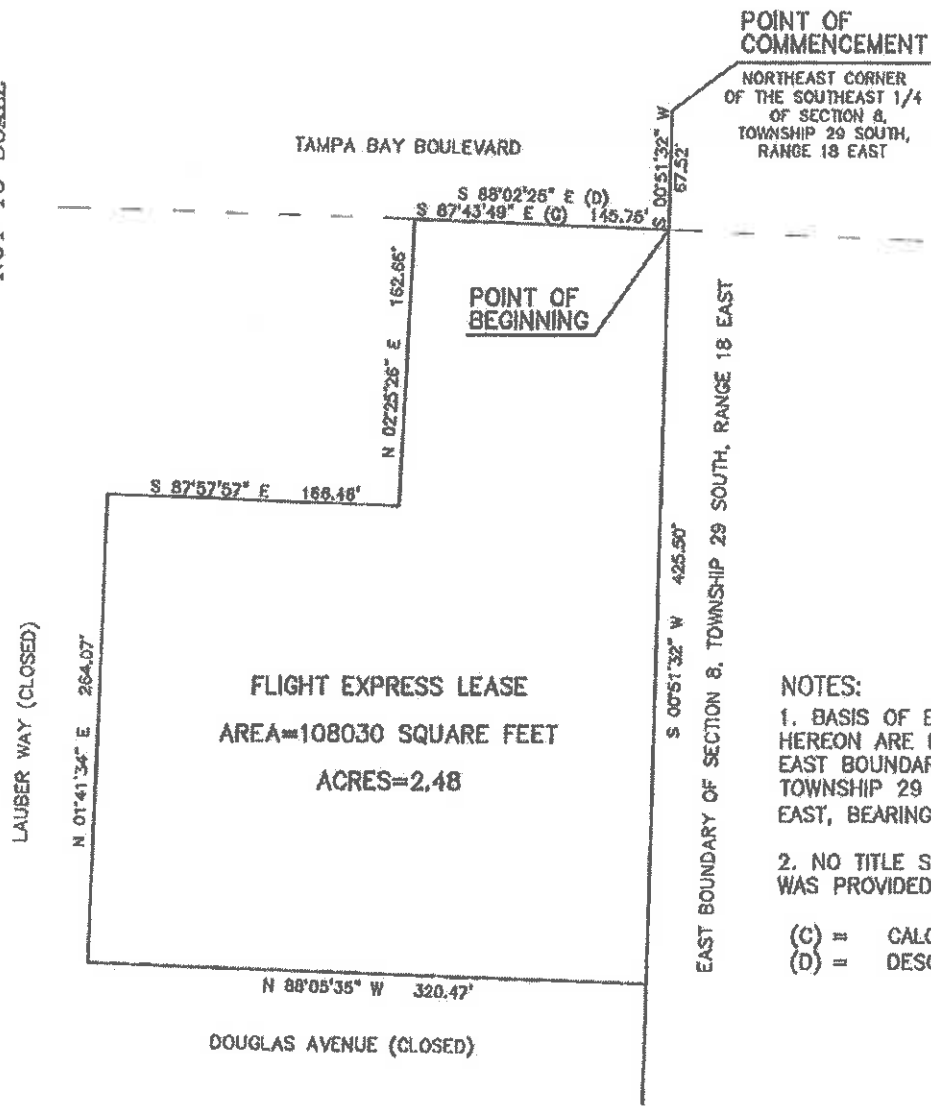
HILLSBOROUGH COUNTY AVIATION AUTHORITY
 TAMPA INTERNATIONAL AIRPORT
 P.O. BOX 22287
 TAMPA, FLORIDA 33622



SECTION 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
 Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

NOT TO SCALE



FLIGHT EXPRESS LEASE
 AREA=108030 SQUARE FEET
 ACRES=2.48


POINT OF COMMENCEMENT
 NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST

POINT OF BEGINNING

NOTES:
 1. BASIS OF BEARING SHOWN HEREON ARE BASED ON THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST, BEARING S 00°51'32" W.
 2. NO TITLE SEARCH OR REPORT WAS PROVIDED.
 (C) = CALCULATED
 (D) = DESCRIBED



SKETCH NOT A SURVEY

CALCULATED BY: JDL	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief and meets the standards as set forth in Chapter 5J-17.052, Florida Administrative Code.  DATE <u>04/09/10</u>
CHECKED BY: DJH	
HCAA NO: SEE SHEET 1	
DEBORAH J. HILL, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5196 STATE OF FLORIDA, PHONE # (727) 531-3505	

SEAL

EXHIBIT A-2

Parcel Name: FLIGHT EXPRESS LEASE