

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE AGREEMENT

SKYPORT PROPERTIES, LLC

TAMPA EXECUTIVE AIRPORT

Board Date: _____

Prepared By:
Real Estate Department
Hillsborough County Aviation Authority
Attn: Randy Forister
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

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GROUND LEASE AGREEMENT
TAMPA EXECUTIVE AIRPORT

THIS GROUND LEASE AGREEMENT ("Agreement"), is made and entered into this ___ day of _____, 2021, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("Authority"), and SKYPORT PROPERTIES, LLC, a limited liability company organized under the laws of the State of Florida and authorized to conduct business in the State of Florida ("Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority owns and operates Tampa Executive Airport ("Airport") located in Hillsborough County, Florida; and

WHEREAS, the Legislature of the State of Florida grants to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority owns certain land and buildings upon and around the Airport that are leased for use and development; and

WHEREAS, Company proposes to lease certain unimproved real property at the Airport for the development of Company's Improvements as defined in this Agreement, and Authority is agreeable thereto under the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1
RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2
DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

Airport – Tampa Executive Airport located in Hillsborough County, Florida.

Authority's Representative - The Chief Executive Officer or such other person as the Chief Executive Officer may designate in writing.

Certificate of Completion - That document issued by Hillsborough County Building Department certifying that Company's Improvements comply with provisions of zoning and/or building ordinances, have been constructed substantially in accordance with approved plans and specifications, and may be occupied and used for the intended purpose.

Company's Improvements - A building with a minimum square footage of 11,000 and all of the improvements required to support the building, including but not limited to, drives, parking areas, sidewalks, landscaping, utility connections, truck docks, aircraft apron and taxi lanes.

Company's Representative - Company's Executive Director or other person that Company designates by written notice to Authority.

Force Majeure – Any circumstances beyond Company's control, including without limitation, acts of God, strikes, boycotts, picketing, slowdowns, work stoppages or labor troubles of any other type, whether affecting the Parties, their contractors or subcontractors.

Premises - The unimproved real property described in Article 3.

ARTICLE 3 PREMISES

3.01 Premises

- A. Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority certain real property designated for Company's exclusive use, subject to the terms and conditions stated in this Agreement, comprised of the following:

Approximately .95 +/- acres of unimproved real property (41,480 square feet, more or less), the general location of which is depicted on Exhibit A-1, General Location of Premises, and more particularly depicted on Exhibit A-2, Premises Detail, dated December 2020, both of which are attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises").

Premises does not include subsurface rights (other than the right of use for structural support and other subsurface uses necessary to build Company's

Improvements as described in this Agreement), specifically excluding any subsurface water, oil, gas, or mineral rights underlying any portion of the Premises.

Upon complete construction of Company's Improvements, Company will obtain a legal description and sketch of the Premises and transmit same to Authority. Upon Authority's receipt of said legal description and sketch, Authority will prepare an Exhibit A-3, Legal Description and Sketch, and transmit same to Company. Said Exhibit A-3 will be incorporated into this Agreement without the need for formal amendment of this Agreement and will establish the boundary and as-built square footage of the Premises.

- B. The Premises are leased to Company in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, without representation or warranty by Authority except as otherwise provided elsewhere herein.
- C. Company will do all things necessary to prepare the Premises for the construction of Company's Improvements for the uses approved under this Agreement, including, without limitation, the design and construction of all site utilities and infrastructure.

3.02 Expansion Option

Company desires the option to lease additional land containing approximately .95 acres shown as Expansion Area on Exhibit A-2, Premises Detail. Except as otherwise provided in this Article, during the first three years after the start of payment of Rents as described in Article 6.01, Company will have an ongoing Option (the "Expansion Option") to add all or a portion of the Expansion Area to the existing Premises. The rent for the Expansion Area will be the then current Ground Rent per square foot under this Agreement. Company will give Authority no less than one hundred twenty (120) days' written notice of its intent to exercise the Expansion Option. If Company desires to exercise the Expansion Option with respect to only a portion of the Expansion Area, Company's notice shall identify the portion of the Expansion Area to be leased, and the remainder of the Expansion Area shall no longer be subject to the Expansion Option. If the Expansion Option is exercised, the final boundary line of the Expansion Area will be subject to approval of the Authority. If, during the first three years after the payment of Rents, Authority intends to lease all or a portion of the Expansion Area and Company has not already exercised the Expansion Option, Authority will provide thirty (30) days' notice to Company. Upon such notice from Authority, Company will have thirty (30) days to exercise the Expansion Option, failing which Authority will be free to lease that portion of the Expansion Area which is the subject of Authority's prior notice and the Expansion Option will terminate as to such portion thereof; provided that, if Authority fails to enter into such

lease within twelve (12) months following Authority's notice, then such portion shall again be subject to the provisions of this Section.

ARTICLE 4
USES AND RESTRICTIONS

4.01 Company will use the Premises solely and exclusively in connection with the construction, operation and maintenance of a hangar to be used for the storage of aircraft and related ancillary uses including the purposes described below.

- (1) loading, unloading and taxiing of aircraft;
- (2) storage and use of oils, lubricants and other supplies necessary for the operation of aircraft being stored in the hangar;
- (3) parking of vehicles adjacent to the hangar owned or operated by personnel, patrons, guests or invitees of users of the hangar;
- (4) providing office space and meeting space related to the storage of aircraft in the hangar; and
- (5) storing aircraft owned by others.

Company will not charge lower rates in the hangar than the rates determined annually for Hangars A and B located at the Airport. Company will not use the Premises for any other purpose or use unless approved in writing by the Authority and in compliance with all applicable governmental laws.

4.02 Restrictions

Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Premises.

4.03 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article, unless approved in advance in writing by Authority's Representative.
- B. Company will only use the Premises for the uses outlined in this Article 4. Company will not use or permit the use of the Premises for any other purpose which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict the activities of any Fixed Base

Operator ("FBO") on the Airport. If during the Term of this Agreement Company or its affiliate or related entity is no longer operating the FBO on the Airport, then the term for any agreement for the storage of aircraft shall be for a minimum of one year.

- 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 by an aviation fuel vendor authorized under contract by Authority to provide such fueling service upon the Airport.
- D. Unless Company has a written agreement with Authority to do so, Company 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. Company will not install additional fuel storage facilities without the prior written approval of Authority.
- F. Company will not use the groundwater under the Premises. There will be no drilling for water conducted on the Premises nor will any wells be installed on the Premises other than monitoring or other wells pre-approved in writing by Authority. For any dewatering activities on the Premises, a plan approved by Authority must be in place.
- G. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Policies, Rules and Regulations, Standard Procedures, and Operating Directives.
- H. The rights and privileges granted to Company pursuant to this Article will be subject to any and all Policies, Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- I. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act, or failure to act on the part of Company, will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this

Agreement, regardless of whether such act constitutes a breach of this Agreement that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

- J. Company will not park or store any of its operational or disabled vehicles on any area other than the Premises. In the event Company fails to remove any of its operational or disabled vehicles as expeditiously as possible, Authority may, but will not be obligated to, cause the removal of such vehicles. Company will pay to Authority, upon receipt of invoice, the costs incurred for such removal plus ten percent (10%). Nonpayment of such invoice will be deemed a default of this Agreement.
- K. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- L. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- M. Company will not use, or permit any use, generally associated with (1) illegal gambling activities, (2) the placement of cell towers or antennae, except as approved and permitted, (3) the placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Agreement.

ARTICLE 5

TERM

5.01 Effective Date

This Agreement will become binding and effective upon approval and execution by Authority and Company.

5.02 Commencement Date

The Term of this Agreement commences on August 5, 2021 (hereinafter referred to as the "Commencement Date").

5.03 Term

The initial Term of this Agreement will be for 20 years beginning on the Commencement Date and terminating at midnight on August 4, 2041. If the renewal options described in Section 5.04 below are exercised, the final termination date will be the date set forth in Section 5.04 below of this Article.

5.04 Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any Rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for two five-year periods upon written request by Company at least 180 days prior to Agreement'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 Agreement. If both such renewals are requested by Company and accepted by Authority, this Agreement will have a final termination date of August 4, 2051. Company and Authority explicitly understand and agree that in no event will additional renewal options be offered to Company, its successors, or assigns.

5.05 First Right to Continue Tenancy

At the end of the second and final renewal term, Company will have a first right to enter into a new lease of the Premises and Company Improvements at fair market value, provided that:

1. Company will have performed all of the terms, covenants and conditions of this Agreement; and
2. Continued use of the Premises as a hangar facility is consistent with the Authority's Master Plan; and
3. Company provided written notice to Authority of its desire to enter into a new lease of the Premises and Company Improvements at least 90 days prior to the expiration of the second and final renewal term.

Company understands and agrees that the terms and conditions of any new lease agreement will be subject to appropriate Rents adjustments and will be consistent with policies and procedures for contracts and contract language at the time of commencement of any new lease term.

5.06 Holding Over

If Company continues to occupy the Premises after the expiration of the Term and any approved renewals, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from month to month on the same terms and conditions as contained in this

Agreement then in effect; provided, however, that the Rents payable for each one (1) month holding over period will equal one hundred fifty percent (150%) of the total monthly Rents then in effect. Said holding over period and Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 6
PAYMENTS

6.01 Rents

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents, taxes, and charges on or before the first day of each and every month throughout the Term and any renewal terms for the Premises, commencing on the first calendar day after the earlier of (a) eighteen (18) months following the Commencement Date, (b) completion of the Company's Improvements and the issuance of a certificate of occupancy, or (c) the date Company occupies and begins operations from the Company's Improvements (hereinafter referred to as the "Rents"). For any period of less than one calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis. Rents are comprised of the following:

- A. The Rents for the Premises represent the initial rental rate as determined by Authority and are calculated as follows:

Ground Rent (41,480 sq. ft. @ \$0.30 per square foot per year) = \$12,444 annually, payable at \$1,037 monthly.

Pond Rent (41,480 sq. ft. @ \$0.05 per square foot per year) = \$2,074 annually, payable at \$172.83 monthly.

Concurrently with Authority's transmission of Exhibit A-3 to Company, as referenced in Section 3.01 herein, Authority will advise Company of any necessary adjustment to the square footage and resulting Rents.

- B. Company understands that Authority is concerned the occupancy of current Hangars A, B, and C at the Airport may decrease as a result of the development of this new hangar. The Parties have agreed on the following as a way to address the issue: If for any month during this Agreement that Company or its affiliate or related entity is operating the FBO on the Airport the actual total monthly hangar rent for current Hangars A, B, and C falls below the Total Monthly Rent in the following chart, the Company will pay to Authority the difference between the actual rent received and the Total Monthly Rent, as additional Rents. The

chart will be updated annually to reflect the current monthly hangar rates that begin in October of each year that Company or its affiliate or related entity is operating the FBO on the Airport.

2019 Bulk Hangar Rent

	Total Bulk Hangar SF	Minimum Occupancy	Current Monthly Rate	Total Monthly Rent
Hangar A	13,037	8,344	\$ 0.75	\$ 6,257.76
Hangar B	13,037	8,344	\$ 0.75	\$ 6,257.76
Hangar C	13,775	8,816	\$ 0.63	\$ 5,510.00
		25,503		\$18,025.52

C. Triple Net Basis

Authority and Company agree that the Premises are leased on a triple net basis and that Company is solely responsible for all obligations normally imposed on the owner of real estate with respect to the Premises, including but not limited to, utilities, janitorial services, property taxes, insurance, all building and structural maintenance and repairs, and any other expenses that arise from the use, operation and management of Company's operations.

D. Company's Improvements

Upon the earlier of termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), title to Company's Improvements will vest in Authority and will be treated in all respects as incorporated into the description of Premises, as defined in this Agreement.

E. Adjustment

Effective upon the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the Term of this Agreement and any approved renewal options, the annual Rents for the Premises will be increased two and fifteen one hundredths percent (2.15%). However, on the fifth anniversary of the Commencement Date of this Agreement and on every subsequent five year anniversary of the Commencement Date of this Agreement, the Rents will be adjusted to equal the then fair market rental value (FMRV) for land of comparable use in the vicinity of the Premises; provided, however, that in no event will the adjusted Rents be reduced below the Rents paid during the preceding year. The adjusted Rents will then be increased two and fifteen

one hundredths percent (2.15%) each succeeding year until the next five year anniversary in accordance with the language above. This cycle will continue throughout the Term and any approved renewal options.

6.02 Interest on Delinquent Payments

Without waiving any other right or action available to Authority, in the event of default of Company's payment of Rents, fees and other charges due hereunder, and in the event Company is delinquent in any such payments to Authority for a period of five (5) days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rents, fees and other charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rents, fees or other charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.

6.03 Rents, Fees and Other Charges a Separate Covenant

Company will not for any reason withhold or reduce its required payments of Rents, fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents, fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

6.04 Authority's Right to Perform Audits, Inspections, or Attestation Engagements

Upon advanced written notice at any time or times during the Term of this Agreement or within three years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's books and records for the purpose of determining compliance with this Agreement, including but not limited to, compliance with, all Policies, Rules and Regulations, Standard Procedures, Operating Directives established by Authority, maintenance obligations, and compliance with all laws. Notwithstanding the foregoing, such audits, inspections or attestation shall not include Company's financial books and records that are not related to this Agreement.

6.05 Place of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)
Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

(MAIL DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622-2287

or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
2nd Level, Red Side
Tampa, Florida 33607

ARTICLE 7
OBLIGATIONS OF COMPANY

7.01 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations hereunder in a lawful, orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Premises or elsewhere on the Airport.

7.02 Conduct of Employees and Invitees

Company will, within reason, control the conduct, demeanor and appearance of its employees, invitees, and of those doing business with Company and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

7.03 Equipment and Vehicle Parking

Company will ensure that all vehicles and equipment owned or operated by Company, its vendors or contractors will be parked or stored in areas designated for tenants who occupy the Premises and will not be parked in Common Areas (as such term is defined in Section 12.01 below) or allowed to interfere in any way with any other operations adjacent to the Premises or Common Areas. The parking of any vehicles or equipment outside those areas designated for Company's use is strictly prohibited.

7.04 Sound Level

Company will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Premises, Common Areas, or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible.

7.05 Garbage, Debris, or Waste

Company will promptly remove from the Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Premises or the Common Areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Company will use extreme care when affecting removal of all such waste.

7.06 Nuisance

Company will not commit any nuisance, waste, or injury on the Premises, Common Areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.

7.07 Excessive Load

Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its employees, agents or sublessees from placing excessive loads on paved or floor areas on the Premises or Common Areas. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

7.08 Flammable Liquids

Company will not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.

7.09 Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and

the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

7.10 Taxes

Company will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. Company will also pay any other taxes, fees, or assessments against Premises or leasehold estate created herein. Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within 30 days after Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

7.11 Permits and Licenses

Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required in connection with the operation of its business on the Premises, the Common Areas, or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

7.12 Disabled Aircraft

Company will remove any of its disabled aircraft from the airfield as soon as possible after release from proper authorities. Company will place or store such disabled aircraft only in Company's storage areas and upon such terms and conditions as may be determined by Authority's Chief Executive Officer or designee. In the event Company fails to remove any of its disabled aircraft as expeditiously as possible, Authority may, but is not obligated to, cause the removal of such disabled aircraft and invoice Company accordingly. Upon receipt of such invoice, Company will pay to

Authority the costs incurred for such removal plus 15%. Nonpayment of such invoice by Company will be deemed a default pursuant to Article 14 of this Agreement.

7.13 Vapor or Smoke

Company will not create nor permit to be caused or created upon the Premises or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Agreement.

7.14 Security Badging

Any Company employee, or any employee of its contractors or agents must maintain compliance with the Airport Security Plan for the Airport. If badging is required for the Airport in the future, any Company 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 Agreement 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 Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges.

Company 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 Agreement, or upon written request by Authority. This fine will be paid by Company within 15 days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

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

7.15 Keying Scheme

Upon Company vacating the Premises, Company will provide to Authority all keys and a key scheme. Keys and keying scheme will include all doors of any type, including, but not limited to, elevators, dumbwaiters, roll-up, electrical, security, and office.

ARTICLE 8
COMPANY'S IMPROVEMENTS

8.01 Company's Duty to Construct

Company will, at its sole risk, cost and expense, have the duty and obligation to oversee and manage the design, construction, and installation of Company's Improvements in accordance with the terms and conditions contained in this Agreement.

8.02 Permits and Approvals

Company shall be responsible, at its sole cost and expense, for obtaining all necessary zoning, site plan, building, land development, FAA Part 77, environmental and other related and required permits and approvals from any federal, state or local governmental entity having jurisdiction over the development of the Premises and construction of the Company's Improvements. Any applications or requests for such permits and approvals shall be provided to Authority for its review prior to their submission to the applicable federal, state or local governmental entity. Company shall provide Authority with a copy of all Approvals. The issuance of all required permits and approvals are conditions of this Agreement and shall be applied for and pursued diligently and in good faith by the Parties hereto inclusive of any necessary cooperation between the Parties related thereto.

8.03 No Waiver/No Liability

No review or approval by Authority of Company's plans, drawings or specifications, change orders, construction schedule, nor inspection by Authority of the construction work or materials, shall waive or release any obligation of Company hereunder, nor cause Authority to assume any risk or liability relating to that construction, work or materials, and Company shall not make any claim against Authority on account of such review, approval, change order, schedule or inspection.

8.04 Construction Easements and Rights of Way

The Parties hereto will cooperate with each other and execute documents, as needed, relating to construction easements and rights-of-way, which will not otherwise interfere in any manner with the operation of the Airport.

8.05 Time for Commencement of Construction

Company will commence construction of Company's Improvements containing no less than 11,000 square feet within six (6) months of the Commencement Date of this Agreement and will complete construction of Company's Improvements within eighteen months from the Commencement Date of this Agreement. Neither Party will be liable to the other Party for any failure, delay or interruption in performance caused by Force Majeure events or circumstances. However, nothing in this Section abates, postpones or diminishes Company's obligation to make all payments due to Authority in accordance with the Payments Article of this Agreement.

8.06 Company's Responsibilities for Company's Improvements

- A. Company is responsible for the complete design, construction and maintenance costs of all vehicle parking areas, infrastructure, landscaping, irrigation, sidewalks, lighting and other customary appurtenances for Company's Improvements.
- B. Company is responsible for the maintenance costs of Company's Improvements.

8.07 Failure to Construct

- A. Failure of Company to commence construction of Company's Improvements within six (6) months of the Commencement Date of this Agreement (or any extended date for the commencement of construction as agreed to in writing by the Parties) will constitute an event of default under the Default and Termination Article of this Agreement, allowing Authority to terminate this Agreement and have no further obligations hereunder. Prior to such termination, Authority will notify Company and its leasehold mortgagee(s) (if any) of its intent to terminate this Agreement, which notice will include a cure period as described in this Agreement.
- B. Company will restore all areas that were impacted by the construction of Company's Improvements, including releasing any construction easements and rights-of-way and the like, to as good condition as existed prior to construction, as determined by Authority.

ARTICLE 9
CONTINGENCIES

In addition to any other conditions set forth in this Agreement, Company's obligation to lease the Premises under this Agreement will be subject to satisfaction of all of the following conditions precedent:

- 9.01 Company submitting to the Authority a Form 7460 showing that its intended use of the Premises as set forth in the Uses and Restrictions Article of this Agreement will comply fully with Part 77 of

the Federal Aviation Regulations, including without limitation, building height limitations, tower and crane height limitations, and microwave and other communications limitations. The plans and specifications and other documents and information required in connection with the Part 77 airspace review will be submitted by Company to Authority within 15 days after the date of this Agreement. Authority will review such plans and specifications and other documents and information and then coordinate the submission of such items to the FAA. This condition precedent will be satisfied by Company's delivery to Authority of the above documentation and Authority's review and concurrence.

- 9.02 Company obtaining the approval from the Authority of the plans and specifications for its proposed development and use of the Premises. Within sixty days after the execution of this Agreement, Company will submit to Authority and Authority will review such plans and specifications and proposed use. This condition precedent will be satisfied by Authority's delivery to Company of written notice that such plans and specifications and proposed use have been approved.
- 9.03 Company's confirmation with the appropriate governmental officials that Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement will comply with all existing governmental laws, ordinances and regulations applicable to the Premises, including without limitation, foreign-trade zone and customs regulations, zoning regulations (including, without limitation, storm water drainage and curb cut approvals), and building regulations affecting the Premises (collectively the "Regulations") or Company's obtaining assurance reasonably satisfactory to Company that it will be able to obtain any necessary variance from the Regulations. This condition will be satisfied by Company's obtaining evidence satisfactory to Company that its intended use of the Premises will comply with the Regulations, or obtaining any necessary variance therefrom, and Company's delivery to Authority of written notice to that effect.
- 9.04 Company's confirmation with the appropriate utility providers that the Premises will have available a reasonably sufficient capacity, or supply of utilities or similar services, including without limitation, electric, natural gas, water and sewer services (the "Utilities"), for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement. This condition will be satisfied by Company's delivery to Authority of written confirmation of the availability of sufficient utilities.
- 9.05 Company's obtaining engineering, soil and other information, including without limitation soil investigations, topographical studies and environmental assessments, verifying to Company's reasonable satisfaction that the Premises is in a condition suitable for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this

Agreement. This condition will be satisfied by Company's delivery to Authority of written confirmation that the Premises is in a condition satisfactory to Company.

- 9.06 Company's providing to Authority, and Authority approving, evidence satisfactory to Authority confirming Company's complete financial capability to construct and operate Company's Improvements, which may include a copy of one or more executed loan commitment(s) for construction and/or permanent financing and/or such other documents and information, including appropriate documentation of equity, capital or other types of financing or funding for Company's Improvements. Company will submit such evidence to Authority at least 10 days prior to the satisfaction or waiver of contingencies. This condition will be satisfied by Authority's delivery of written confirmation to Company that Company has met the requirements of this subsection, along with a copy of the signed commitment or term sheet for debt or equity funding.
- 9.07 Company will have 120 days after the Commencement Date of this Agreement to satisfy, or if permitted by the following sentence, waive in writing all of the contingencies set forth in this Article. Company may waive all of the contingencies set forth in this Article except for Subsections 9.01, 9.02, 9.03, and 9.04, which are conditions precedent to Authority's obligation to lease the Premises to Company pursuant to this Agreement and which may not be waived by Company. In the event that any of the contingencies set forth in this Article are not satisfied or, if permitted to be waived by Company and not so waived within such 120 day period, then, unless Company and Authority agree otherwise in writing, this Agreement will automatically terminate.
- 9.08 Company and Authority will exercise their respective good faith and reasonable efforts to cause the timely satisfaction of all of the contingencies set forth in this Article, as may be required by such contingency or as may be reasonably requested by the other Party.

ARTICLE 10

IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Written Approval

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. Company will make no improvements or alterations whatsoever to the Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within 30 days after receipt by Authority of Company's plans and specifications, Authority will inform Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

10.02 Conditions

If Company's request for approval to make improvements or alterations is granted, the following conditions will apply:

- A. Company will obtain, at Company's sole cost and expense, all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including United States, State of Florida, Hillsborough County, City of Tampa and Authority.
- B. Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual, and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. Company agrees to hire only licensed contractors and subcontractors.
- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other regulatory agency.
- E. Company agrees to be solely responsible for any damage to the Premises, Common Areas, or Airport property resulting from Company's construction of improvements or alterations.

10.03 Petroleum Storage Systems

Company will not install additional fuel storage facilities without the prior written approval of Authority. In the event Company constructs a petroleum storage system, Company 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. Company 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 Agreement as provided herein, upon instruction by Authority's Chief Executive Officer or designee, Company

will remove any and all petroleum storage systems and oil-water separators and restore the Premises to condition prior to installation or as approved by Authority.

10.04 Completion of Company's Improvements

Within 90 days of completion of any construction herein permitted, Company will cause to be prepared and delivered to Authority record documents as required under the Tenant Work Permit process, including but not limited to, as-builts, legal descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with Authority's Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time.

ARTICLE 11

MAINTENANCE AND REPAIR OF PREMISES AND COMPANY'S IMPROVEMENTS

11.01 Company's Responsibilities

Company is obligated to maintain the Premises and Company's Improvements constructed thereon, and every part thereof in good appearance, repair and safe condition, consistent with good business practice, without cost to Authority. Company will repair all damages to the Premises and Company's Improvements caused by its employees, patrons or its operations thereon. All paint colors will be submitted to and approved in writing by Authority prior to application. Company is required to provide, at a minimum, the following maintenance and repair:

A. Landscaping

The landscaping will be maintained in a manner consistent with good horticultural practices and free of unsightly conditions.

B. Electrical Service

Inspect electrical service areas and keep area free of debris and foreign objects at all times.

C. Aircraft Apron

Clean, sweep, remove oil and debris, repair and stripe, and maintain tie-down points and cables on a routine basis.

D. Vehicle Parking Areas (if constructed)

Clean, sweep, remove oil and debris, and repair and stripe on a routine basis.

E. Required Scheduled Maintenance

In addition to Company's maintenance obligations included in this Agreement, Company further agrees to maintain, at a minimum, certain components of Company's Improvements according to the following maintenance schedule:

1) Roof

Roofs will be cleaned and maintained at intervals recommended by the manufacturer, and drains and skippers will be cleaned as needed.

2) Building Exterior

Building exterior will be cleaned and maintained at intervals recommended by the manufacturer. Mildew, staining, dirt, cobwebs, etc. will be cleaned as needed.

3) Hangar Doors

Hangar doors will be lubricated and adjusted at intervals recommended by the manufacturer and will be inspected and cleaned monthly.

4) Equipment Inspection

If HVAC equipment is installed in the Company Improvements, it will be inspected monthly, replacing air filters as required. HVAC quarterly, semi-annual and annual maintenance will be performed in accordance with the manufacturer's recommendation. A qualified service vendor will inspect HVAC systems at least annually, on or before each anniversary date of the Commencement Date.

Company will submit a condition report to Authority at the completion of each annual inspection. Recommended work will be performed as soon as practical after receipt of the report.

F. End of Term Condition

In addition to the scheduled maintenance required under this Article, Company will maintain Company's Improvements and Premises to ensure that at the end of the Term of this Agreement their condition will be in a good state of repair and will comply with the conditions set forth below:

- 1) The roof will be free of any leaks.

- 2) If installed, the HVAC system will heat and cool properly.
- 3) All hangar doors will open and close properly.
- 4) The exterior paint will be free of unsightly conditions.
- 5) The storm water system will be working properly.
- 6) The exterior pavements will be in good condition without pot holes and spalling.

11.02 Copies of Reports and Warranties

Records of all required scheduled maintenance items outlined in Subsection E above and copies of all warranty information will be forwarded to Authority annually. Copies will be forwarded as outlined in the Notices and Communications Article of this Agreement.

11.03 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship. Authority will be the sole judge of the quality of maintenance. Authority or its authorized agents may at any reasonable time, without notice, enter upon the Premises and Company's Improvements to determine if maintenance satisfactory to Authority is being done. If it is determined that maintenance is not satisfactory, Authority will so notify Company in writing with adequate detail and description of any objections and provide a time frame for Company to rectify same.

11.04 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance or repair responsibilities, Authority will have the right, but not the obligation, to perform such maintenance or repair responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of 30 days, or such longer duration as may be reasonably required, to correct the failure. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within 15 days from the date of the invoice. Failure of Company to pay will be deemed a condition of default of this Agreement.

ARTICLE 12
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ARTICLE 13
TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Authority or Company (with or without the consent of Authority) upon the Premises, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like that, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of Authority upon termination of the Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises or, at Authority's sole option, Authority may require Company to remove any such fixed improvements installed by Company and restore the Premises to their original condition. Title to all Personal Property, furnishings, wireless access points and trade fixtures will be and remain with Company and will be removed from the Premises upon termination or expiration of this Agreement. Company will pay any costs associated with the restoration of the Premises to their original condition upon such removal.

ARTICLE 14
DEFAULT AND TERMINATION

14.01 Events of Default

The following events will be deemed events of default by Company:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition

of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

14.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following 30 days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, to the maximum extent permitted by law; or
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Company in the Premises will end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by Authority will be required to restore or revive time is

of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

14.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

14.04 Company's Remedies

Upon 30 days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any Rents or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

ARTICLE 15

DISCLAIMER OF LIENS

The interest of Authority in the Premises and Common Areas will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises or Common Areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Company to the Premises. Company is specifically prohibited from subjecting Authority's interest in the Premises or Common Areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for

which Company is responsible for payment. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises or Common Areas for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, Company will cause any such lien to be discharged of record within 30 days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Company contests to conclusion the claim giving rise to such lien.

Company will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority may require Company, at Company's expense, to indemnify Authority, its Board Members, officers, employees, agents, servants and volunteers against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with applicable law, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 16

UTILITIES

16.01 Utility Infrastructure

During the term of this Agreement, Company may receive water, sanitary sewer, electric, storm drainage, and telecommunication and data services at the Premises to the extent they are available. It is the Company's responsibility to verify the availability and capacity of such utilities.

16.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what currently exists or is available to be extended to the Premises' boundary, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such infrastructure related to its use of the Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

16.03 Utility Services

Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunication and data services and the cost of necessary meters for measuring said utility services. Company will save Authority harmless from any and all costs or charges for utility services furnished to or required by Company as may be necessary or required in the operation and maintenance of the Premises.

16.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Premises and Common Areas. When installing new lines or services, Authority will protect any existing Company's Improvements and will avoid any unreasonable interference with Company's operations.

ARTICLE 17
INGRESS AND EGRESS

17.01 Use of Public Way

Company will have the right of ingress and egress to and from the Airport, the Premises, and the Common Areas for Company's officers, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws and Authority's right to establish Policies, Rules and Regulations, Standard Procedures, and Operating Directives governing (1) the general public, including Company's customers, and (2) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

17.02 Methods of Ingress or Egress

Authority may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any method of ingress or egress on Airport, so long as a means of ingress and egress reasonably equivalent is concurrently made available to Company. Company hereby releases and discharges Authority from any and all claims, demands, or causes of action that Company may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 18
INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company 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 Agreement;
4. Performance, non-performance or purported performance of this Agreement;
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;

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company 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.

B. In addition to the duty to indemnify and hold harmless, Company 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 Agreement;
4. Performance, non-performance or purported performance of this Agreement;
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

by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company 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 Company 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.

- C. 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, Company agrees to the following: To the maximum extent permitted by Florida law, Company 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 Company and persons employed or utilized by Company in the performance of this Agreement.
- D. 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 Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

- E. 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, the Company 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 the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement 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.
- G. Nothing in this Article or Agreement 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.
- H. 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 Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 19
INSURANCE

19.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the term of this Agreement. In the event Company 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.

19.02 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 Agreement 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, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement. 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.

	<u>Agreement Specific</u>
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 Agreement 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 Company 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 Agreement. Company will provide and maintain environmental coverage from the inception of the Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three years of the end of the Agreement. Limits of Coverage will be:

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

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 Company (if applicable) and non-owned aircraft used by Company are:

Bodily Injury, Personal Injury and Property Damage Liability Combined single limit	\$1,000,000
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If Company does not own or lease aircraft non-owned aircraft liability insurance is still required.

F. Hangarkeeper's Legal Liability Insurance

The minimum limits of Hangarkeeper's Legal Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering aircraft in the care, custody, or control of Company (including all in-flight aircraft operations) are:

Each Aircraft	\$1,000,000
Each Occurrence All Aircraft	\$1,000,000

G. 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 Company.

19.03 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Agreement, 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 Company.

19.04 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit B, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

ARTICLE 20
SECURITY FOR PAYMENT

20.01 Payment Security Requirements

- A. Company will provide Authority on or before the Commencement Date of this Agreement with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three months' Rents, fees and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and charges due hereunder (hereinafter referred to as "Payment Security"). Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Rents, fees and charges payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within 90 days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of 18 consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.

D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

20.02 Satisfactory Performance

Subject to the provisions of Section .01 above, the Payment Security will be returned within 90 days following the expiration of the Term (including any renewals) of this Agreement, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein.

ARTICLE 21
PROPERTY DAMAGE

21.01 Partial Damage

In the event a portion of the Premises and/or Company's Improvements is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Company will give Authority immediate notice thereof and commence repairs immediately and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

21.02 Extensive Damage

In the event damages as referenced in Section .01 of this Article are so extensive as to render a significant portion of the Premises and/or Company's Improvements untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof and commence repairs immediately and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

21.03 Complete Destruction

In the event damages as referenced in Section .01 of this Article are so extensive as to render the entire Premises and/or Company's Improvements untenable, and the Premises and/or Company's Improvements cannot be repaired within 120 days, Company will give Authority immediate notice thereof. Within 30 days, Authority will advise Company in writing of its decision as to whether Company must repair, replace, or reconstruct the Premises and/or Company's Improvements or must distribute the insurance proceeds in accordance with Subsection .07B of this Article. If Authority's decision is that Company must repair, replace, or reconstruct the Premises and/or Company's Improvements, Company will commence the full restoration of the Premises and/or

Company's Improvements and diligently and continuously prosecute the same to full completion at Company's own cost and expense. In the event Company does not repair, replace, and reconstruct the Premises and/or Company's Improvements, Authority will not be required to grant alternative premises.

21.04 Abatement of Rent

For purposes of this Article, Premises includes Company's Improvements if title to Company's Improvements has passed to Authority at the time of such extensive damage or complete destruction. In the event of such extensive damage or complete destruction as referenced in Sections .02 and .03 of this Article, the portion of the Rents attributable to untenable Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Rents and fees will not abate and Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

21.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of Company's furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Company. Authority will not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises and/or Company's Improvements, regardless of the cause of damage or destruction.

21.06 Waiver of Subrogation

To the extent such insurance permits, and then only to the extent collected or collectable by Company under its property insurance coverage, Company waives any and all claims against Authority and its agents, servants and employees for loss or damage to property.

21.07 Insurance Proceeds

A. Rebuilding Company's Improvements

Upon receipt by Company of the proceeds of any applicable insurance policy or policies related to a casualty loss, the proceeds will be deposited in an escrow account approved by Authority so as to be available to pay for the cost of such repair, replacement or rebuilding.

Any insurance proceeds will be disbursed during construction to pay the costs of such work.

If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Company's Improvements, Company will pay any additional sums required into such escrow account.

If the amount of the insurance proceeds is in excess of the costs of repair, replacement or rebuilding, the amount of such excess will be disbursed as follows:

- 1) Such proceeds will be applied first toward any amounts owed to Authority under this Agreement.
- 2) The balance of the proceeds, if any, will be paid to Company if Company is in compliance with this Agreement and Authority has not provided or paid for the insurance. If Authority has paid for or provided the insurance the balance of the proceeds will be paid to Authority.

B. Not Rebuilding Company's Improvements

If Authority decides to terminate this Agreement without Company rebuilding Company's Improvements, the proceeds of insurance policies obtained by Company will be applied in the following order:

- 1) To demolish and cleanup (including environmental cleanup and remediation) the damaged Company's Improvements and to restore the Premises;
- 2) To the Leasehold Mortgagee (if any); and
- 3) To Authority and Company as follows: Authority will receive a portion of the insurance proceeds determined by multiplying the balance of insurance proceeds by a fraction, the numerator of which is the number of calendar months that passed since the Commencement Date, and the denominator of which is the total number of months in the Term (including the renewal term, if such renewal term was approved at the time of the damage or destruction of Company's Improvements), with the remainder of any such balance to be paid to Company.

ARTICLE 22

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, State, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control will comply with safety, operational, or security measures required of Company or Authority by the FAA or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.

ARTICLE 23

ENVIRONMENTAL

23.01 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company, from the Commencement Date of this Agreement forward, of such applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued

to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.

- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, State, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, State, or local environmental law or ordinance which Company is required to rectify and for which Company fails to commence to rectify and proceed with reasonable due diligence to rectify within the cure period established in the Default and Termination Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

23.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of

any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises.
- D. At the end of the Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of the Agreement.

23.03 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance", as used in this Agreement, will mean:
 - (1) any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
 - (2) any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
 - (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes

regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any State of the United States, or any political subdivision within any State; or

- (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
- (5) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

B. The term "Solid Waste", as used in this Agreement, will mean:

- (1) any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or
- (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or
- (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or
- (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

23.04 Prior Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to Company's entry upon or occupancy of the Premises by Company or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors. Company and Authority acknowledge and agree that Exhibit C, Environmental Baseline Report, dated June 26, 2015, attached hereto and by this reference made a part hereof, states the condition of the Premises on the effective date of this Agreement, and the statements contained therein are acknowledged by the Parties.

23.05 Off-Site Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Premises.

23.06 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 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, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.
- B. Company 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 by a Company employee. Company will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Company 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.
- C. Company 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. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

23.07 Stormwater

Notwithstanding any other provisions or terms of this Agreement, Company acknowledges that certain properties within the Premises or on Authority-owned land are subject to stormwater rules and regulations. Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises, the following:

- A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). Company will establish a BMP plan for the Premises and submit a copy to Authority.

- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP; a copy will be submitted to Authority. Company is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

23.08 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the Term, as provided herein, Company will conduct an environmental inspection and examination of the Premises. At

its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority and report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

- B. During the period of a cleanup due to the environmental condition of the Premises or Common Areas, Company's obligations, including the payment of Rents, charges, and fees, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

Company 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, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 25
NON-DISCRIMINATION

These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of Company; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

25.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

B. Duration:

1. This provision obligates Company for the period during which the property is owned, used or possessed by Company and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. This provision also obligates Company 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 Company 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.

25.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

During the performance of this Agreement, Company, for itself, its assignees, successors in interest, subcontractors and consultants agrees as follows:

- (1) **Compliance with Regulations:** Company 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 Agreement.
- (2) **Non-Discrimination:** Company, with regard to the work performed by it during this 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. Company 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 25.02(B) below, including employment practices when this 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 Company 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 Company of Company's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by 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, Company 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 Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such

Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.

- (6) **Incorporation of Provisions:** Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company 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 Company becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company 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 Agreement, Company, 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

Company must comply with this Article 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 Company 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.

ARTICLE 26
NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive, and Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance. Notwithstanding the foregoing, Authority will take reasonable measures to advise Company of any proposed improvements that might reasonably affect Company and its use under this Agreement.

ARTICLE 28
RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health and monitoring of Company's compliance with the terms of this Agreement. Authority may at any time during the Term hereof, upon reasonable notice and at reasonable times, enter upon the Premises and Company's Improvements, and at any time during the last year of the Term or in the event of default, show the Premises and Company's Improvements to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 29
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, including the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises or Common Areas that would interfere with or adversely affect the operation or maintenance of Airport or otherwise constitute an Airport hazard.

In the event Company (or anyone holding through Company) interferes with Authority's right of free passage, Authority reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending natural growth, all of which shall be at the expense of Company.

ARTICLE 30
PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Premises are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 31
SIGNS

31.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises, Company's Improvements, and/or Common Areas.

31.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises, Company's Improvements, and/or Common Areas and, in connection therewith, will restore the portion of the Premises, Company's Improvements, and Common Areas affected by such signs or advertising to the same conditions as existed at the commencement of the term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises, Company's Improvements, and/or Common Areas, Authority may perform the necessary work at the expense of Company.

ARTICLE 32

GUARANTY OF AGREEMENT

32.01 Guaranty of Agreement

The obligations of this Agreement are guaranteed by the Guaranty attached hereto as Exhibit D, Guaranty, and incorporated herein by reference.

ARTICLE 33

ASSIGNMENT AND SUBLETTING

33.01 Subleases and Assignments

Company will not have the right to sell, assign, sublet, license or otherwise transfer any or all of the Premises or Company's Improvements without the prior written consent of Authority, which will not be unreasonably withheld. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of Company; or (B) proposes a use different than those uses authorized in this Agreement. If transfer, sublease, assignment or delegation is approved, Company will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Agreement.

Any assignment, mortgage, license, delegation, sublease or the like will be subject to all of the terms and conditions contained in this Agreement.

In no event will any approved assignment or sublease diminish Authority's rights to enforce any and all provisions of this Agreement.

33.02 Prior Notice of Transfer, Sublease, Assignment, or Delegation

Any attempted transfer, sublease, assignment or delegation of this Agreement without the prior written approval of Authority shall be void and of no effect, except Company and all purported assignees, delegates, and subleases shall be obligated and liable to Authority with respect to each and every provision of this Agreement as fully as if such attempted transfer, sublease, assignment, or delegation had been valid.

33.03 Subsequent Assignment/Sublease

Any transfer, sublease, assignment or delegation of this Agreement approved by Authority will not be construed to authorize or permit any additional or subsequent transfer, sublease, assignment, or delegation of this Agreement.

33.04 Company's Liability

Unless specifically released by Authority, in the event of an assignment or sublease, Company will remain obligated and liable to Authority for the performance of all covenants, terms, conditions, warranties and other provisions of this Agreement to the same extent that it would have been obligated and liable if no assignment, delegation, sublease, transfer, conveyance, mortgage or pledge had been made.

33.05 Authority: Right to Assign

Authority may, at any time, assign or delegate any or all of its rights hereunder and such assignee shall assume all of the rights, remedies, covenants, and obligations of Authority.

33.06 Right of First Refusal

If at any time during the Term of this Agreement Company receives a bona fide offer to purchase its rights under this Agreement in and to the Premises and Company's Improvements, which Company desires to accept (the "Purchase Offer"), Company will deliver to Authority a copy of the Purchase Offer. Authority will have 30 days from Authority's receipt thereof to elect to purchase such interests on the same terms and conditions as contained in the Purchase Offer by giving written notice to Company of its election. Authority's failure to so notify Company within such 30-day period will constitute Authority's election not to purchase such interests. If Authority elects to purchase such interests, the closing of Company's purchase will take place within 90 days after Company's notice to Authority, at a time and place reasonably selected by Authority. If Authority elects not to purchase such interests, Company will have the right (subject to the provisions this Agreement) to sell such interests to the purchaser named in the Purchase Offer on the terms and conditions contained therein, provided that prior to the closing of such sale, the purchaser will

execute and deliver to Authority the purchaser's written assumption of all Company's obligations under this Agreement. If Company completes the sale of such interests to the purchaser, Authority's rights under this Section will continue to apply to any subsequent proposed sale by the purchaser. If for any reason Company fails to complete the sale of such interests to the purchaser pursuant to the terms and conditions contained in the Purchase Offer, Authority's rights under this section will continue to apply to any change in the Purchase Offer (which will be treated the same as a new offer) and to any subsequent offer to purchase such interests received by Company.

ARTICLE 34

MORTGAGE RIGHTS OF COMPANY

Company may not mortgage, pledge or hypothecate its leasehold interest herein without the prior written consent of Authority.

34.01 Leasehold Mortgage Requirements

Company will have the right, subject to the written approval of Authority which will not be unreasonably withheld, to make a collateral assignment of all of Company's rights, title and interest, in and to this Agreement by means of a leasehold mortgage and security agreement (hereinafter referred to as the "Leasehold Mortgage") executed before or after the Commencement Date of this Agreement in favor of an institutional lender (hereinafter referred to as the "Leasehold Mortgagee"). This right is granted provided that the funds obtained are utilized for the purpose of constructing Company's Improvements, making a capital improvement to Company's Improvements on the Premises or financing the completed Company's Improvements. Company will provide Authority with prior written notice of any proposed Leasehold Mortgage. Said notice will include copies of all documents to be recorded by Company and the Leasehold Mortgagee and any other documents pertinent to the Leasehold Mortgage that Authority may specify. The Leasehold Mortgagee will be entitled to be a named insured and a mortgagee of the leasehold interest under the policies of insurance to be maintained by Company under this Agreement, provided that any insurance proceeds received will be held and disbursed in accordance with the provisions of this Agreement.

34.02 Limitation of Judgment

Notwithstanding the principal amount of the Leasehold Mortgage, in the event of a future default by Company under the Leasehold Mortgage, at no time will the Leasehold Mortgagee be permitted to obtain a judgment against this Agreement that is greater than eighty percent (80%) of the then appraised value of the leasehold interest from an appraisal conducted by a reputable appraiser, who will be acceptable to both Authority and the Leasehold Mortgagee. The appraisal will be

conducted no more than sixty (60) days prior to the entry of any final judgment against the Leasehold Mortgage.

34.03 Subordination

Any Leasehold Mortgage will be specifically subject and subordinate to Authority's rights under this Agreement and Authority's fee simple interest in the Premises. Despite any provision that is or may appear to be to the contrary in this Agreement, under no circumstances whatsoever will the fee simple title interest of Authority in the Premises, or any portion of the Premises, be subordinated to the Leasehold Mortgage or encumbered by the Leasehold Mortgage.

34.04 Leasehold Mortgagee Assignment

Leasehold Mortgagee may assign the Leasehold Mortgage upon receiving the prior written approval of Authority, which will not be unreasonably withheld. Leasehold Mortgagee will send Authority advance written notice of its intent to assign the Leasehold Mortgage, which notice will include the name and address of assignee.

34.05 Production of Documents

Company will provide Authority with copies of any and all recorded and non-recorded Leasehold Mortgage documents relating to the execution, amendment or supplement of any Leasehold Mortgage executed or assigned for the Premises. All documents will be accompanied by a certification of the document's authenticity issued by the custodian of the recording office, if recorded, or by an officer of Company, if non-recorded, and will state that the document is a true, correct copy of the original. Company will, upon Authority's request, produce any documents described herein for Authority's review and will notify Authority of the date and location of any original documents and any pertinent recording data.

34.06 Mortgage Not An Assignment

For the purpose of this Section, the making of a Leasehold Mortgage will not be deemed to constitute an assignment or transfer of this Agreement or of the leasehold estate hereby created, nor will any Leasehold Mortgagee be deemed an assignee of this Agreement or of the leasehold estate so as to require such Leasehold Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Company to be performed hereunder, including without limitation, the insurance requirements. The purchaser, however, at any sale of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee of this Agreement and of the leasehold estate under any instrument of assignment in lieu of the foreclosure of any Leasehold Mortgage, will be subject to the provisions of this Agreement with the

33.02 Prior Notice of Transfer, Sublease, Assignment, or Delegation

Any attempted transfer, sublease, assignment or delegation of this Agreement without the prior written approval of Authority shall be void and of no effect, except Company and all purported assignees, delegates, and subleases shall be obligated and liable to Authority with respect to each and every provision of this Agreement as fully as if such attempted transfer, sublease, assignment, or delegation had been valid.

33.03 Subsequent Assignment/Sublease

Any transfer, sublease, assignment or delegation of this Agreement approved by Authority will not be construed to authorize or permit any additional or subsequent transfer, sublease, assignment, or delegation of this Agreement.

33.04 Company's Liability

Unless specifically released by Authority, in the event of an assignment or sublease, Company will remain obligated and liable to Authority for the performance of all covenants, terms, conditions, warranties and other provisions of this Agreement to the same extent that it would have been obligated and liable if no assignment, delegation, sublease, transfer, conveyance, mortgage or pledge had been made.

33.05 Authority: Right to Assign

Authority may, at any time, assign or delegate any or all of its rights hereunder and such assignee shall assume all of the rights, remedies, covenants, and obligations of Authority.

33.06 Right of First Refusal

If at any time during the Term of this Agreement Company receives a bona fide offer to purchase its rights under this Agreement in and to the Premises and Company's Improvements, which Company desires to accept (the "Purchase Offer"), Company will deliver to Authority a copy of the Purchase Offer. Authority will have 30 days from Authority's receipt thereof to elect to purchase such interests on the same terms and conditions as contained in the Purchase Offer by giving written notice to Company of its election. Authority's failure to so notify Company within such 30-day period will constitute Authority's election not to purchase such interests. If Authority elects to purchase such interests, the closing of Company's purchase will take place within 90 days after Company's notice to Authority, at a time and place reasonably selected by Authority. If Authority elects not to purchase such interests, Company will have the right (subject to the provisions this Agreement) to sell such interests to the purchaser named in the Purchase Offer on the terms and conditions contained therein, provided that prior to the closing of such sale, the purchaser will

termination of this Agreement as fixed by Authority in its termination notice will be extended for a period of three (3) months, provided that such Leasehold Mortgagee will, during such three (3) month period:

- (1) Pay or cause to be paid the Rents, fees and other charges of Company under this Agreement, as the same become due, and continue its good faith efforts, as determined solely by Authority, to perform all of Company's other obligations under this Agreement; and
- (2) If not enjoined or stayed, take steps to acquire or sell Company's interest in this Agreement by foreclosure of the Leasehold Mortgage or other appropriate means and procedures, which will be completed with due diligence; and
- (3) Cure all events of monetary default and comply or, in good faith with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Agreement.

If at the end of such three (3) month period Leasehold Mortgagee is in compliance with this Section, this Agreement will not terminate and the time for completion by Leasehold Mortgagee of its foreclosure or other proceedings will continue for so long as Leasehold Mortgagee is not enjoined or stayed from doing so and, thereafter, for so long as Leasehold Mortgagee proceeds to diligently and continuously pursue the acquisition or sale of Company's interest in this Agreement by foreclosure of the Leasehold Mortgage or by other appropriate means and provided that the Leasehold Mortgagee continues to comply with this Section. Nothing in this Section will be construed to extend this Agreement beyond its term or to require Leasehold Mortgagee to continue such foreclosure proceedings after any event of default has been cured. If the event of default is cured and the Leasehold Mortgagee discontinues such foreclosure proceedings, this Agreement will continue in full force and effect as if Company had not defaulted under this Agreement.

- B. If a Leasehold Mortgagee is complying with this Section, upon the acquisition of Company's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Agreement will continue in full force and effect as if an event of default had not occurred under this Agreement.
- C. Notwithstanding any other provisions of this Agreement, but subject to the limitations in this Section, any sale of this Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Agreement and of the leasehold estate hereby created in lieu of the foreclosure of

any Leasehold Mortgage, will be deemed to be a permitted sale, transfer, or assignment of this Agreement and of the leasehold estate hereby created, subject to the approval of Authority, which will not be unreasonably withheld.

- D. Notwithstanding any other language in this Section, the consents and agreements of Authority are granted on the condition that the Leasehold Mortgage is and will be subordinate and subject to this Agreement.

ARTICLE 35
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its State of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto.

ARTICLE 36
CONDEMNATION

If the whole or any material portion of the Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially infeasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of this Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

If a portion of the Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially feasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting as to the portion so condemned only, with the Rents reduced by the proportionate reduction in square footage, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of this Agreement or for the value of leasehold improvements taken. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 37
BROKERAGE COMMISSION

Company represents and warrants to Authority that it has not dealt with any broker, realtor, or other person who may claim a commission or fee in connection with this Agreement, and Company will indemnify Authority, against any claim for commission or fee made by any person based on dealings with the Company.

ARTICLE 38
PERSONAL PROPERTY

Any personal property of Company or others placed on the Premises will be at the sole risk of Company, and Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Company hereby waives all rights of subrogation against or recovery from Authority for such loss or damage unless such damage or loss is the result of negligence or activity on the Premises by Authority.

ARTICLE 39
SURRENDER OF PREMISES

Subject to the Title to Improvements Article, Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term in the same condition as existed at the Commencement Date, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises and Common Areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within 10 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any Rents due under this Agreement, Authority will have a lien for such Rents upon any property found upon the Premises or Common Areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or Common Areas without the written approval of Authority.

ARTICLE 40
NO ACCEPTANCE OF SURRENDER

No act by Authority or Authority's agents or employees during the term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of a surrender will be valid unless in writing.

ARTICLE 41
WAIVER OF CLAIMS

Company hereby waives any claim against Authority, and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 42
PERSONAL LIABILITY

No elected official, appointed official, director, officer, agent or employee of the Authority shall be charged personally or held contractually liable by or to Company under any term or provision of this Agreement, or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Ground Agreement.

ARTICLE 43
FORCE MAJEURE

Neither Party will be liable to the other for any failure, delay or interruption in performance caused by Force Majeure events or circumstances affecting the Parties, their contractors or subcontractors for the duration of the Force Majeure event or circumstance. Nothing in this Article abates, postpones or diminishes Company's obligation to make payments due Authority hereunder.

ARTICLE 44
APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

ARTICLE 45
AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer is hereby empowered to act on behalf of Authority.

ARTICLE 46
INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 47
HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 48
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company 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

TO Company:
(MAIL DELIVERY)
Skyport Properties, LLC
6530 Tampa Executive Airport Rd.
Tampa, FL. 33610

OR

(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway, Suite 2400
Administration Building
Tampa, Florida 33607
Attn: Chief Executive Officer

OR

(HAND DELIVERY)
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 Article.

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.

Company will notify Authority in writing within 10 days following any change in Company's Representative, Company's name, or Company's address indicated above.

ARTICLE 49

SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements made by Authority authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 50

FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency will demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of 90 consecutive days, then this Agreement will hereupon terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, Company's obligation to pay Rents will cease, however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 51

FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 52

RADON GAS NOTIFICATION

In accordance with requirements of the State, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 53
AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State, or is an association or partnership without a member or partner resident of the State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the registered mailing of such complaint and process to Company at the address set out in this Agreement and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 54
RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefor.

ARTICLE 55
MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include all genders.

ARTICLE 56
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 57
COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties hereto.

Signed in the presence of:

J. Taylor
Witness Signature

Jasonique Taylor
Print Name

Yong Suk Witschen
Witness Signature

Yong Suk Witschen
Print Name

By: [Signature]

Title: Executive Director

ANDREW OCHALEK
Print Name

6530 TAMPA EXECUTIVE AIRPORT RD.
Print Address

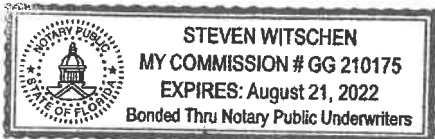
TAMPA, FL 33610

SKYPORT PROPERTIES, LLC

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of July, 2021, by Andrew Ochalek as Executive Director for SKYPORT PROPERTIES LLC.
(type of authority) (name of party on behalf of whom instrument was executed)



[Signature]
(Signature of Notary Public – State of Florida)

Steven Witschen

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

Type of Identification Produced

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2021.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Mayor 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 by means of physical presence or online notarization, this ____ day of _____, 2021, by _____ in the capacity of Chairman, and by _____ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

SKYPORT PROPERTIES, LLC



EXHIBIT A-2

Premises Detail

SCALE 1"=70'

December 2020



TAMPA EXECUTIVE AIRPORT



EXHIBIT A-1
SCALE 1"=400'
December 2020
General Location of
Premises



© 2020 Microsoft Corporation

EXHIBIT A-3
Legal Description and Sketch
To be provided

STANDARD PROCEDURE	Number: <u>S250.06</u>
Aviation Authority	Effective: <u>05/31/02</u>
	Revised: <u>03/04/20</u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	Page: <u>1</u> of <u>11</u>

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Risk and Insurance or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be

STANDARD PROCEDURE	Number: <u>S250.06</u>
Aviation Authority	Effective: <u>05/31/02</u>
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before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Authority at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general

STANDARD PROCEDURE	Number: <u> S250.06 </u>
Aviation Authority	Effective: <u> 05/31/02 </u>
	Revised: <u> 03/04/20 </u>
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liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Authority may change the coverage and the minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Authority until at least two years after inception of the contract or two years after any change by the Authority in the coverages or minimum limits of insurance required in the contract unless extreme conditions warrant such change and are agreeable to both

STANDARD PROCEDURE	Number: <u> S250.06 </u>
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parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Authority's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's premises in connection with the contract, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with an ACORD Certificate of Liability

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Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority

Exhibit B

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Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk and Insurance or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or

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insurance program by the company should not be permitted, the Authority may, upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under subparagraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily

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injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage or bodily injury related to the company will be promptly handled, addressed and resolved by the company.

The company will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the contract.

L. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, as well as the State of Florida, Department of

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Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, to waive all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

“Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability.”

M. Company’s Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

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The entire cost of any insurance procured by the Authority pursuant to this Standard Procedure will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

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APPROVED: Michael Stephens

DATE: 03/04/20

Exhibit B

TAMPA EXECUTIVE AIRPORT – VOLO AVIATION
ENVIRONMENTAL BASELINE REPORT

TAMPA EXECUTIVE AIRPORT
(FDEP Facility ID No.: 298627053)

Prepared by:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT

JUNE 26, 2015

**TAMPA EXECUTIVE AIRPORT – VOLO AVIATION
ENVIRONMENTAL BASELINE REPORT**

**TAMPA EXECUTIVE AIRPORT
(FDEP Facility ID No.: 298627053)**

Prepared by: _____

Keith Fleming 6/26/15

Keith Fleming, PG, Florida Registration No. 2078
Professional Geologist

Introduction

The Hillsborough County Aviation Authority's (the Authority's) Planning & Development (P&D) Department has completed an environmental review of the Authority-owned leased premises of Volo Aviation, (the site) at Tampa Executive Airport (TEA). This report is the compilation of research including a review of government web-based databases, Authority files and two site visits. Authority staff did not identify any "*recognized environmental conditions*"¹.

Site Description

According to the Authority's website, TEA is located near the I-4/I-75 corridor with easy access to the Florida State Fairgrounds, Seminole Hard Rock Hotel and the Mid Florida Central Credit Union Amphitheater. The facility offers more than 55,000 square feet of modern hangar and office space with additional accommodations supporting 75 T-Hangars, 32 Shade Ports and 110 Tie-Down spots. The site address is 6530 Tampa Executive Airport Road, Tampa, Hillsborough County, Florida 33610. A Site Plan is provided on the Figure.

According to the Hillsborough County Property Appraiser (the Property Appraiser), the site is assigned folio number 062632-0000. The site has historically been utilized as an airport. The site is located within Hillsborough County in Section 31 of Township 28 South and Range 20 East. The geographic coordinates are Latitude 28.0139° N and Longitude 82.3453° W.

The site is bounded to the northwest by interstate I-75. Beyond I-75 is additional airport property and rural and residential properties. Located east and southeast of the site are the undeveloped Eureka Springs landfill site, an undeveloped pasture area, the Hillsborough County Mosquito and Aquatic Weed Control Unit (HCMC), the Hillsborough County Eureka Springs Regional Park, and rural and residential properties. The site is generally bounded on the west by Tampa Bypass Canal and undeveloped land along the banks of the canal. Located south of the site are rural and residential properties. The Authority does not identify any of the adjoining properties or right-of-ways as recognized environmental conditions (RECs), historical RECs (HRECs), or controlled RECs (CRECs) with respect to the site.

Site History and Usage

The site history was investigated through a review Authority real estate files, historical reports and Property Appraiser information. According to historical topographic maps, aerial photographs and HCAA records, prior to development as Vandenberg Airport, the site was a tract of swampy agricultural land called the Harney Flats, which was part of the Six Mile Creek watershed. George Vandenberghe first developed the land in the 1950s. Vandenberghe first built an east-west trending runway that was located at the south end of the present airport. At the east end of the early runway Vandenberghe built several airport buildings including hangars, storage barns and operations facilities.

Exhibit C

*TAMPA EXECUTIVE AIRPORT – VOLO AVIATION
ENVIRONMENTAL BASELINE REPORT
Tampa Executive Airport
June 26, 2015*

Vandenberghe later built a north-south runway. The older east-west runway was taken out of service and later demolished. Along the Six Mile Creek, the United States Army Corps of Engineers constructed the Tampa Bypass Canal between 1974 and 1981. Dredge material from the canal project was deposited on the sides of the canal; reportedly dredge material was left along the runway for several years. Several parcels located to the north were built for use as aircraft hangars and storage since approximately 1974. Between 1978 and 2007 the Authority acquired property that now makes up TEA. Starting in 1985, the Authority initiated an expansion which included the construction of Runway 05/23, a new terminal building and new operations facilities. The airport name changed from Vandenberg Airport to TEA in 2009.

Site Reconnaissance

Site visits were conducted by Authority staff on August 26, 2014 and June 26, 2015. The site was visually and physically observed. No physical obstructions were encountered which limited the visual or physical observation of the property.

During the August 26, 2014 site visit, Authority staff observed the fixed base operator (FBO) maintenance hangar, bulk hangar and terminal building, which are identified as buildings 3700, 3800 and 3900, respectively on the Figure. A summary of the inspection findings of the August 26, 2014 inspection are summarized in a report dated August 29, 2014. The report concluded that the overall inspection did not reveal any RECs or violations of Volo Aviation's lease agreement.

During the June 26, 2015 site visit, Authority staff observed the entire airport with the exception of buildings 3700, 3800 and 3900, which were previously observed in August 2014. The June 26, 2015 inspection did not observe any conditions on the airport which are considered RECs or violations of Volo Aviation's lease agreement.

Exhibit C

TAMPA EXECUTIVE AIRPORT – VOLO AVIATION
ENVIRONMENTAL BASELINE REPORT
Tampa Executive Airport
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Local, State and Federal Regulatory Issues

On June 23 through 26, 2015 Authority staff conducted a review of Florida Department of Environmental Protection (FDEP) and EPA web-based regulatory records to identify petroleum storage system sites, waste cleanup sites and small quantity generator of hazardous waste (SQG) sites within the site vicinity. The database tools are described at the end of this section.

Tampa Executive Airport's petroleum storage system is identified as assigned facility (FAC) ID No. 298627053 in the FDEP's Map Direct and Oculus databases. FDEP indicates the TEA facility contains two regulated 12,000-gallon aboveground storage tanks (ASTs) which contain 100LL aviation gas and Jet-A aviation fuels. These tanks were installed in August 1999. A Hillsborough County Environmental Protection Commission (EPC) compliance inspection report dated May 15, 2014 indicates the system was in compliance at the time of the inspection. According to the Authority's Spill Prevention, Control, and Countermeasure (SPCC) Manual, six additional unregulated and unregistered ASTs and two oil-water separators exist at TEA. According to the latest SPCC inspection report, all of these systems are currently operating in compliance. In summary, the TEA facility's petroleum storage systems and oil-water separators are not identified as RECs with respect to the site.

The TEA facility formerly contained an underground storage tank (UST) fuel farm in the southern portion of the airport near buildings 1300 and 1400. This former UST system involved two FDEP regulatory program areas, tanks and cleanup. All of the tanks associated with this system have been removed and FDEP issued a site rehabilitation completion order for the cleanup site on October 17, 2008. In summary, the formerly-used UST site is not identified as a REC with respect to the site, but it meets ASTM International's definition of a HREC.

At the time of this writing, two Authority tenants operate petroleum storage systems at TEA. Hillsborough County Sheriff's Office (HCSO) operates a petroleum storage system which is registered under FDEP FAC ID No. 299700194 and consists of one AST. HCMC operates a petroleum storage system which is registered under FDEP FAC ID No. 299809394 and consists of two ASTs. A June 24, 2015 review of FDEP's Oculus electronic document management system indicates both of these systems are currently in compliance. Tenant petroleum storage systems are not identified as RECs with respect to the site.

At the time of this writing, one active tenant and one former tenant have FDEP regulatory files for the management and disposal of potentially hazardous waste under FDEP's SQG program. The active tenant with a SQG file is Hawk Aircraft Painting (Hawk). Hawk is registered under FDEP FAC ID No. FLR000203661. A review of Hawk's file indicates they had a violation in 2013 which was corrected and closed in 2014. The former tenant with a SQG file is Leading Edge Aviation

Exhibit C

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Services (Leading Edge). Leading Edge is registered under FDEP FAC ID No. FL0000655845. A review of Leading Edge's file indicates they had a violation in 2003 which was corrected and closed in 2005. A June 24, 2015 review of FDEP's Oculus system indicates both of these tenant SQGs are currently in compliance. Tenant SQG operations are not identified as RECs with respect to the site.

The Eureka Springs Landfill site is a former landfill and waste cleanup site which is registered under FDEP FAC ID No #COM_65092. The latest correspondence on the Eureka Springs between FDEP's and Hillsborough County Public Works is dated May 18, 2015. A summary of the 2014 to 2015 site rehabilitation documents indicates that both agencies are working cooperatively to close the open environmental issues associated with the landfill site. The documents indicate that low levels of groundwater exceedances exist on the former landfill site but no groundwater contamination has spread onto TEA. The groundwater parameters of concern include iron, manganese, total dissolved solids, isopropyl benzene, aluminum and chloride. The documents reviewed discuss utilizing existing Authority wells on TEA as part of a background evaluation. Authority staff is familiar with FDEP's background evaluation procedures and believes this indicates the risk of contamination from this potential offsite source is very low. In summary, the Eureka Springs Landfill site is not identified as a REC, HREC or CREC with respect to the site.

On June 24, 2015, Authority staff conducted a web-based database searches of FDEP's Map Direct system which provides access to a large number of FDEP data layers and imagery layers, provides buffer analysis capabilities, provides "drill-down" reporting capabilities, and provides general data browsing. Map Direct was queried to identify petroleum storage system sites, waste cleanup sites and SQG sites within the site vicinity. With respect to the site, TEA and properties adjoining the airport, Map Direct identified properties the query listed:

- two SQG sites (Leading Edge and Hawk),
- two petroleum storage system sites (TEA and HCSO),
- and one waste cleanup site (Eureka Springs Landfill).

None of these facilities identified by Map Direct are identified as a REC with respect to the site.

Authority staff conducted a web-based database search of the federal EPA's EnviroMapper system. According to the EnviroMapper home page, "EnviroMapper is a powerful tool used to map various types of environmental information, including air releases, drinking water, toxic releases, hazardous wastes, water discharge permits, and Superfund sites..." EnviroMapper did not identify any facilities or non-compliance items that were not identified by FDEP's databases.

Conclusions

As stated above, Authority staff did not identify any “*recognized environmental conditions*”¹.

¹ *Recognized Environmental Conditions*—The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

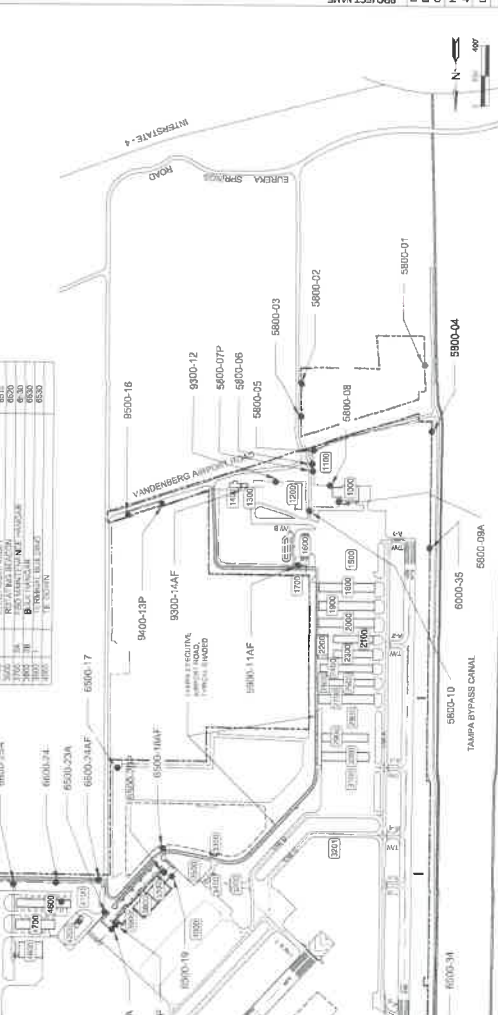
This definition is taken from ASTM International’s Designation E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM 1527).

Exhibit C

FIGURE

Storage SE	Storage NW	Storage SE	Storage NW	Storage SE	Storage NW	Storage SE	Storage NW	Storage SE	Storage NW	Storage SE	Storage NW	Storage SE	Storage NW	Storage SE	Storage NW
5300 ENCLOSED (N)	4700 ENCLOSED (3)	4600 ENCLOSED (2)	3000 ENHANCE (4)	2900 SHAKE (5)	2700 ENCLOSED (7)	2500 TAMPA THROUGH (8)	2400 TAMPA THROUGH (9)	2300 TAMPA THROUGH (10)	2100 TAMPA THROUGH (11)	2000 ENCLOSED (12)	1900 ENCLOSED / OPEN (13)	1800 ENCLOSED (14)	1600 ENCLOSED (15)	1500 ENCLOSED (16)	1400 ENCLOSED (17)

NEW	OLD	FACILITY ID	ADDRESS
1100	1100	EXISTING HANDBOOK - HOSD	300P
1200	1200	EXISTING HANDBOOK - HAWK AIRBORNET	300P
1300	1300	EXISTING HANDBOOK - HAWK AIRBORNET	300P
1400	1400	EXISTING HANDBOOK - HAWK AIRBORNET	300P
1500	1500	EXISTING HANDBOOK - HAWK AIRBORNET	300P
1600	1600	EXISTING HANDBOOK - HAWK AIRBORNET	300P
1700	1700	EXISTING HANDBOOK - HAWK AIRBORNET	300P
1800	1800	EXISTING HANDBOOK - HAWK AIRBORNET	300P
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2900	2900	EXISTING HANDBOOK - HAWK AIRBORNET	300P
3000	3000	EXISTING HANDBOOK - HAWK AIRBORNET	300P
3100	3100	EXISTING HANDBOOK - HAWK AIRBORNET	300P
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4000	4000	EXISTING HANDBOOK - HAWK AIRBORNET	300P
4100	4100	EXISTING HANDBOOK - HAWK AIRBORNET	300P
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4300	4300	EXISTING HANDBOOK - HAWK AIRBORNET	300P
4400	4400	EXISTING HANDBOOK - HAWK AIRBORNET	300P
4500	4500	EXISTING HANDBOOK - HAWK AIRBORNET	300P
4600	4600	EXISTING HANDBOOK - HAWK AIRBORNET	300P
4700	4700	EXISTING HANDBOOK - HAWK AIRBORNET	300P
4800	4800	EXISTING HANDBOOK - HAWK AIRBORNET	300P
4900	4900	EXISTING HANDBOOK - HAWK AIRBORNET	300P
5000	5000	EXISTING HANDBOOK - HAWK AIRBORNET	300P
5100	5100	EXISTING HANDBOOK - HAWK AIRBORNET	300P
5200	5200	EXISTING HANDBOOK - HAWK AIRBORNET	300P
5300	5300	EXISTING HANDBOOK - HAWK AIRBORNET	300P
5400	5400	EXISTING HANDBOOK - HAWK AIRBORNET	300P
5500	5500	EXISTING HANDBOOK - HAWK AIRBORNET	300P
5600	5600	EXISTING HANDBOOK - HAWK AIRBORNET	300P
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6000	6000	EXISTING HANDBOOK - HAWK AIRBORNET	300P
6100	6100	EXISTING HANDBOOK - HAWK AIRBORNET	300P
6200	6200	EXISTING HANDBOOK - HAWK AIRBORNET	300P
6300	6300	EXISTING HANDBOOK - HAWK AIRBORNET	300P
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6600	6600	EXISTING HANDBOOK - HAWK AIRBORNET	300P
6700	6700	EXISTING HANDBOOK - HAWK AIRBORNET	300P
6800	6800	EXISTING HANDBOOK - HAWK AIRBORNET	300P
6900	6900	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7000	7000	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7100	7100	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7200	7200	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7300	7300	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7400	7400	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7500	7500	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7600	7600	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7700	7700	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7800	7800	EXISTING HANDBOOK - HAWK AIRBORNET	300P
7900	7900	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8000	8000	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8100	8100	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8200	8200	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8300	8300	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8400	8400	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8500	8500	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8600	8600	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8700	8700	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8800	8800	EXISTING HANDBOOK - HAWK AIRBORNET	300P
8900	8900	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9000	9000	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9100	9100	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9200	9200	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9300	9300	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9400	9400	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9500	9500	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9600	9600	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9700	9700	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9800	9800	EXISTING HANDBOOK - HAWK AIRBORNET	300P
9900	9900	EXISTING HANDBOOK - HAWK AIRBORNET	300P
10000	10000	EXISTING HANDBOOK - HAWK AIRBORNET	300P



NOTE: ALL BUILDINGS ARE TO BE CONSTRUCTED AS NOTED ON THIS MAP. ALL OTHER BUILDINGS ARE TO BE DEMOLISHED. SINGLE NUMBER DESIGNATED BUILDINGS ARE TO BE DEMOLISHED.

• HAWK AIRBORNET ROAD
• VAN DERBEEK AVENUE ROAD

EXHIBIT "D"

GUARANTY

GUARANTY OF AGREEMENT BETWEEN HILLSBOROUGH COUNTY AVIATION AUTHORITY, AN INDEPENDENT SPECIAL DISTRICT EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA ("AUTHORITY") AND SKYPORT PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("COMPANY") DATED August 5, 2021.

FOR VALUE RECEIVED, in consideration for, and as an inducement to Authority entering into the Ground Lease Agreement ("Agreement") referenced above with Company, concerning the leased Premises as described in said Agreement, the undersigned absolutely and unconditionally guarantees to Authority and Authority's successors and assigns under the Agreement, the timely and complete performance of the obligations in the Agreement to be performed or observed by Company (the "Guarantied Obligations"), all without requiring any notice of nonperformance or non-observance by Company unless otherwise expressly required under the Agreement. The undersigned unconditionally expressly agrees that the validity of this Guaranty and the obligations and covenants of the undersigned set forth herein shall in no event be terminated, modified, amended, affected or impaired by reason of the assertion by Authority against Company of any of the rights or remedies reserved to Authority pursuant to the provisions of the Agreement, or by Authority granting any indulgence or waiver or giving of additional time to Company for the performance of any of the obligations of Company under the Agreement, and this Guaranty shall remain in full force and effect notwithstanding any renewal, modification, amendment, extension, assignment, or holdover of the Agreement. The Authority shall have no obligation to pursue any remedies against Company before enforcing this Guaranty against the undersigned, notwithstanding absence of notice to, or consent of, the undersigned, or any of them, such consent or notice being expressly and unconditionally waived.

This Guaranty and the Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Guaranty and the Agreement will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Dated: July 3rd, 2021

GUARANTOR:

Rajesh P. Tala

By: 
Name: Rajesh P. Tala
Title: owner