

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE WITH IMPROVEMENTS

TAMPA INTERNATIONAL AIRPORT

DEBARTOLO AVIATION, LLC

Board Date: \_\_\_\_\_, 2023

PREPARED BY:

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
REAL ESTATE DEPARTMENT  
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P. O. Box 22287  
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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
GROUND LEASE WITH IMPROVEMENTS  
TAMPA INTERNATIONAL AIRPORT

THIS GROUND LEASE WITH IMPROVEMENTS ("Lease"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("Authority"), and DEBARTOLO AVIATION, LLC ("DeBartolo") a limited liability company organized and operating under the laws of the State of Delaware and authorized to do business in the State of Florida ("Company") individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International 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 Airport; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, 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 by airlines, airline support functions, and non-commercial aeronautical operations; and

WHEREAS, DeBartolo Aviation, LLC is a limited liability corporation authorized to do business in the State of Florida, principally engaged in the business of real estate ownership and development that from time to time either own or lease planes to assist with the conduct of their business; and

WHEREAS, Authority is desirous of leasing to Company certain land and a non-commercial hangar to provide storage space for aircraft owned or leased by Company.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties enter into this Lease and agree as follows:

ARTICLE 1  
RECITALS

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

ARTICLE 2  
PREMISES

2.01 Premises

Company hereby agrees to lease from Authority certain real property, the general location of which is depicted on Exhibited A-1, General Location of Premises, and more particularly depicted on Exhibit A-2, Premises Detail, and Exhibit A-3, Legal Description and Sketch, all of which are attached hereto and by this reference made a part hereof ("Premises"). The Premises generally consists of:

- Land consisting of 86,512 square feet;
- Vehicle Paved Area consisting of 12,785 square feet;
- Aircraft Paved Area consisting of 13,529 square feet;
- Non-commercial Hangar Facility consisting of 11,500 square feet;
- Non-commercial Hangar Facility Support consisting of 1,725 square feet.

2.02 Triple Net Lease

Authority and Company agree that this is a triple net lease, and that Company is responsible for all obligations that are normally imposed on the owner of real estate with respect to the Premises.

ARTICLE 3  
USES AND RESTRICTIONS

3.01 Permitted Uses

- A. Company will use the Premises solely and exclusively as a non-commercial hangar for the purpose of:
- (1) providing storage of aircraft owned or leased by Company and operated solely in connection with the internal conduct of Company's non-aviation business for the transporting, not for hire, of Company's personnel, patrons, guests, invitees, materials and products ("Company's Aircraft"); In granting this use, it is hereby understood that Company will be bound by all of the terms and conditions of this Lease.
  - (2) maintaining, repairing, servicing, testing, overhauling and cleaning of Company's Aircraft, engines, assemblies, accessories, component parts and aviation-related mobile and other equipment;
  - (3) loading, unloading and delivering repair parts, supplies and other personal property related to the operation of Company's Aircraft;

- (4) loading, unloading and taxiing of Company's Aircraft;
  - (5) purchasing, storing and using fuels, oils, lubricants and other supplies necessary for the operation of Company's Aircraft;
  - (6) parking vehicles owned or operated by personnel, patrons, guests or invitees of Company; and
  - (7) providing office space and meeting space related to non-commercial flight operations.
- B. It is understood that in conjunction with the use of the Premises during a previous lease term, Company constructed an above-ground fuel farm facility on the Premises. The Company has the right and privilege, during the Initial Term and any renewal options of this Lease, to utilize the existing above-ground fuel farm facility for its own use and to fuel Company's Aircraft with its own personnel.
- C. Company will conduct its operations of any fuel farm facilities in such a manner as will meet all federal, state, and local requirements, and further will reduce to a minimum any spillage, overflowing or escaping of gases, petroleum or petroleum products to that which is reasonably practicable, considering the nature and extent of Company's operations. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County, and with Authority's Spill Response and Notification Guidelines and all applicable safety regulations at the Airport that may be adopted by Authority. Upon termination or expiration of this Lease as provided herein, Company will remove any and all fuel farm facilities and restore the Premises so that any portion of the Premises affected by such removal has been restored to its condition prior to the installation of such facilities.
- D. Company will provide written notice to Authority's Real Estate Department of Company's Aircraft identification number (tail number) for any of Company's Aircraft stored upon the Premises. Company will have a continuing responsibility throughout the Initial Term and any renewal options of this Lease to notify Authority's Real Estate Department of Company's Aircraft identification for any new Company's Aircraft stored upon the Premises.

### 3.02 Restrictions

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

3.03 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.
- B. Company will not use or permit the use of the Premises for commercial aviation, for hire, or which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial aviation activities in the general aviation commercial areas of the Airport.
- C. No aviation fuel or propellant may be purchased, stored, or handled on the Premises except in accordance with Standard Procedures or Operating Directives issued by Authority or by an aviation fuel vendor authorized under contract by Authority to provide such fueling service upon the Airport.
- D. 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 other than Company's Aircraft.
- E. Company will not install additional fuel storage facilities without the prior written approval of Authority.
- F. 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.
- G. 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.
- H. 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 Lease. 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 Lease, or fails to do any act required under this Lease,

regardless of whether such act constitutes a breach of this Lease 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.

- I. Company will not park nor 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 fifteen percent (15%). Nonpayment of such invoice will be deemed a default of this Lease pursuant to Article 10.
- J. Except as provided elsewhere in this Lease, nothing in this Lease will be construed as establishing exclusive rights, operational or otherwise, to Company.
- K. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Lease are hereby reserved for and to Authority.

#### ARTICLE 4

##### TERM

###### 4.01 Effective Date

This Lease is effective upon execution by Company and approval and execution by Authority ("Effective Date").

###### 4.02 Commencement Date

This Lease commences on July 1, 2023 and terminates on June 30, 2028 ("Initial Term"), unless terminated earlier as provided herein.

###### 4.03 Commencement of Rent

The Rents, fees and other charges due hereunder commence on July 1, 2023 and continue throughout the Initial Term of this Lease and any renewal options, unless this Lease is terminated as provided herein.

###### 4.04 Termination

This Lease may be terminated by Authority, with or without cause, upon 180 days written notice to Company. This Lease may be terminated by Company, with or without cause, if Company is not in default of any terms of this Lease or in the payment of any rents or other charges to Authority, upon 180 days written notice to Authority. In the event any such notice of termination is given, the



termination of this Lease will be effective 180 days from the date of the notice or such date set forth in the notice of termination.

4.05 Renewal Option

If Company is not in default of any terms of this Lease or in the payment of any rents or other charges to Authority, this Lease may be renewed at the terms and conditions stated hereunder for one (1), five-year period upon written notice by Company at least 90 days prior to Lease's expiration and written acceptance by Authority's Chief Executive Officer. Such renewal will be effective by letter without formal amendment to this Lease. If such renewal option is exercised by Company and approved by Authority, this Lease will have a final termination date of June 30, 2033.

ARTICLE 5  
PAYMENTS

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 and charges on or before the first day of each and every month, unless otherwise specified, for the Premises.

5.01 Rents

The total annual rent for the Premises, payable in monthly installments plus applicable taxes, will commence on July 1, 2023 ("Rents"). The Rents for the Initial Term, including 3% annual increases as determined by Authority, are calculated as follows:

Annual and Monthly Rents Totals with 3% Increase						
Premises	Sq./ft.	July 1, 2023 - June 30, 2024	July 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 2027 - June 30, 2028
Land	86,512	\$ 64,884.00	\$ 66,830.52	\$ 68,835.44	\$ 70,900.50	\$ 73,027.52
Vehicle Paved Area	12,785	\$ 1,278.50	\$ 1,316.86	\$ 1,356.37	\$ 1,397.06	\$ 1,438.97
Aircraft Paved Area	13,529	\$ 2,705.80	\$ 2,786.97	\$ 2,870.58	\$ 2,956.70	\$ 3,045.40
Non-Commercial Hangar Facility	11,500	\$161,000.00	\$165,830.00	\$170,804.90	\$175,929.05	\$181,206.92
Non-Commercial Hangar Facility Support	1,725	\$ 36,225.00	\$ 37,311.75	\$ 38,431.10	\$ 39,584.03	\$ 40,771.55
<b>Annual Total</b>		<b>\$266,093.30</b>	<b>\$274,076.10</b>	<b>\$282,298.39</b>	<b>\$290,767.34</b>	<b>\$299,490.36</b>
<b>Monthly Total</b>		<b>\$ 22,174.44</b>	<b>\$ 22,839.68</b>	<b>\$ 23,524.87</b>	<b>\$ 24,230.61</b>	<b>\$ 24,957.53</b>

For any period of less than one calendar month that this Lease is in effect, the Rents will be calculated on a pro rata basis.

5.02 Adjustment of Rents and Fees

Beginning July 1, 2024 and each anniversary thereafter throughout the Initial Term, the rental rate will be adjusted by 3% annually. Prior to any renewal option, the Rents will be adjusted to equal the then fair market rental value (FMRV) 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 three percent (3%) each succeeding year.

5.03 Fuel Flowage Fee

Company will pay Authority the then current fuel flowage fee on aircraft fuel delivered to Company facilities located on the Premises. The fuel flowage fee will be paid monthly, on or before the tenth (10<sup>th</sup>) day of the month succeeding the month in which said charges accrue and will be submitted with copies of delivery tickets to verify and substantiate such deliveries. The fuel flowage fee is an Airport use assessment that is consistent with Authority's policy of charging users of the Airport, including Company, a fee to recover costs of maintaining and operating the Airport. The amount of the Airport use assessment may be subject to change by Authority from time to time, and any changes that are made in the Airport use assessment will be set out in writing to Company with the effective date thereof.

5.04 Rent and Other Payments a Separate Covenant

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

5.05 Interest on Delinquent Rents, Charges or Fees

Without waiving any other right or action available to Authority in the event of default of Company's payment of Rents, charges or fees hereunder, and in the event Company is delinquent in paying to Authority any Rents, charges or fees for a period of five calendar days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rents, 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 Rents, fees or charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law from the date such item was due and payable until paid. Such interest will not accrue with respect to disputed items being contested in good faith by Company, in which event the legal rate of interest will prevail.

5.06 Place of Payments

Company will submit all payments required by this Lease 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  
5411 SKYCENTER DRIVE, SUITE 500  
TAMPA, FLORIDA 33607

ARTICLE 6  
OBLIGATIONS OF COMPANY

6.01 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.

6.02 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.

6.03 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 use areas or allowed to interfere in any way with any other operations adjacent to the Premises or common use areas. The parking of any vehicles or equipment outside those areas designated for Company's use is strictly prohibited.

6.04 Sound Level

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

6.05 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 use 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.

6.06 Nuisance

Company will not commit any nuisance, waste, or injury on the Premises, common use 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.

6.07 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 use areas. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

6.08 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.

6.09 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.

6.10 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.

6.11 Permits and Licenses

Company will obtain and maintain throughout the Initial Term and any renewal options, all permits, licenses, or other authorizations required in connection with the operation of its business on the Premises, the common use areas, or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

6.12 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%. Non-payment of such invoice by Company will be deemed a default pursuant to Article 10 of this Lease.

6.13 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 Lease.

#### 6.14 Security Badging

Any Company employee, or any employee of its contractors or agents, that requires unescorted access to the Security Identification Display Area (SIDA) to perform work under this Lease must be badged with a Badge 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. Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of Company and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges. Authority reserves the right to require renewal of the Badges of Company's employees, contractors and/or agents at any time. If a Company employee, contractor and/or agent fails to comply with renewal requirements, as directed by the Authority, the existing Badge privileges of that Company employee, contractor and/or agent may be suspended.

In order to work on Airport property, an employee must have a valid and active Badge allowing access to that employee's work area. Employees who have their Badge privileges revoked or suspended may not be escorted on Airport property.

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 this Lease, or upon written request by Authority. This fine will be paid by Company within fifteen (15) days from the date of invoice. Authority reserves the right to collect this fine at the time it is assessed. 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.

ARTICLE 7  
MAINTENANCE AND REPAIR

7.01 Authority's Responsibilities

Authority will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Authority retains the right, after giving reasonable advance notice to Company, to enter upon the Premises to perform any repair thereon, including utilities that serve, in whole or in part, areas other than the Premises. Authority will endeavor to use commercially reasonable efforts to minimize interference with Company's activities.

7.02 Company's Responsibilities

Company will, throughout the Initial Term and any renewal option, assume responsibility for all repair and maintenance on the Premises, whether such repair or maintenance is ordinary or extraordinary, and without limiting the generality hereof; Company will:

- A. Keep the Premises and all Company's fixtures, equipment, and personal property located in any part of the Premises that is open to or visible by the general public, in a clean and orderly condition and appearance; and
- B. Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any competent authority; and
- C. Keep all areas of the Premises in a state of good repair including repair of any damage to any pavement or other surface of the Premises or common use areas, including any improvements thereon, caused by weathering or aging, Company's operations, or by any oil, gasoline, grease lubricants, or other substances having a corrosive or detrimental effect thereon; and
- D. Take such anti-erosion measures, including, but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon; and
- E. Maintain landscaping in the manner consistent with good horticultural practices and free of unsightly conditions; and
- F. Be responsible for the maintenance and repair of all utility service lines, except common utility lines, if any, including, but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers that are now or may be subsequently located upon the Premises and used by the Company exclusively; and

- G. Repair all damage to the Premises caused by Company's employees, patrons, or its operations thereon, and repair any damage to the surfaces of the Premises and common use areas caused by use of the surfaces in excess of the approved specifications; and
- H. Submit all paint colors to Authority for written approval prior to application.

All such maintenance, repair and replacements will be of quality equal to the original materials and workmanship.

#### 7.03 Required Scheduled Maintenance to Premises

Company agrees to maintain, at a minimum, certain components of the Premises according to the following maintenance schedule:

- A. Roof: Commencing on the first anniversary of the Commencement Date, Company will provide an annual roof inspection by a third-party qualified roof inspector or contractor to determine required maintenance action. The annual inspection reports will be submitted to Authority for approval of maintenance requirements to be performed by Company. The exterior roof, including drains and scuppers, will be cleaned as needed.
- B. Building Exterior: The building exterior will be inspected annually. Mildew, stains, dirt, cobwebs, and other like maintenance items will be cleaned as needed.
- C. Hangar Doors: All hangar doors will be inspected, cleaned, lubricated, and adjusted at intervals recommended by the manufacturer and as needed to ensure smooth operation.
- D. Equipment Inspection: Company will perform inspections of all Heating, Ventilation and Air Conditioning ( "HVAC") equipment, replacing air filters as required. Company will perform HVAC maintenance as recommended by the manufacturer. Commencing on the first anniversary of the Commencement Date, a third-party qualified service vendor will inspect HVAC systems at least annually. A condition report will be submitted to Authority at the completion of the annual inspection. All recommended work will be approved by Authority and will be performed as soon as practical after Authority's response to the report.

#### 7.04 End of Term Maintenance Conditions

In addition to the scheduled maintenance required under this Article, Company will maintain the Premises to ensure that, at the end of this Lease, the condition of the Premises will be in a good state of repair and will comply, at a minimum, with the following conditions:

- A. The fixed improvements will be structurally sound.
- B. The roof will be free of leaks.
- C. The HVAC system will heat and cool properly.



- D. All hangar doors will open and close properly.
- E. The interior and exterior paint will be free of unsightly conditions.
- F. All keys to fixed improvements will be provided to Authority upon Company vacating the Premises.

7.05 Maintenance Records and Warranty Information

Records of all performed maintenance will be forwarded to Authority at the time of completion of each task. Copies of any warranty information will be forwarded to Authority. Copies will be forwarded as outlined in the Notices and Communications Article of this Lease.

7.06 Quality of Maintenance

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 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 an estimate of the cost of performing such maintenance. If Company fails to perform satisfactory maintenance within 60 days from the date of such notice, Company will post a performance bond with Authority in the amount of the estimated maintenance as determined by Authority. Such performance bond will be released upon Authority's acceptance of completed maintenance and any repairs resulting directly or indirectly from Company's failure to properly maintain the Premises.

7.07 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance responsibilities, Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of 60 days within which to correct the failure. Notwithstanding anything to the contrary in this Lease, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises by Company or Company's agent. 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 10 days of receipt of invoicing therefor. Failure of Company to pay will be a condition of default.

ARTICLE 8  
IMPROVEMENTS AND ALTERATIONS BY COMPANY

8.01 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.

8.02 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 the state, county, Company 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 use areas, or Airport property resulting from Company's construction of improvements or alterations.

8.03 Petroleum Storage Systems

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 Lease 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.

8.04 Completion of 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 9

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 Lease (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 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 Lease. Company will pay any costs associated with the restoration of the Premises to their original condition upon such removal.

ARTICLE 10

DEFAULT AND TERMINATION

10.01 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 Lease 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 Lease 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.

#### 10.02 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 Lease 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 Lease and for all damages suffered by Authority because of Company's breach of any of the covenants of this Lease; or
- B. Treat this Lease 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.

- C. Declare this Lease 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 Lease, 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 Lease 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 Lease or provided by law.

#### 10.03 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 Lease. Furthermore, unless Authority elects to terminate this Lease, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Lease as set forth in this Lease.

#### 10.04 Company's Remedies

Upon 30 days' written notice to Authority, Company may terminate this Lease and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Lease or in the payment of any Rents or charges to Authority, and only upon or after the occurrence of: 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 11

### NO ENCUMBRANCES / DISCLAIMER OF LIENS

Company agrees not to encumber the Premises indirectly or directly without prior written consent by Authority and to keep the Premises free from all encumbrances, including but not limited to, mortgages, pledges, liens (equitable or otherwise), charges, security interests or other claims of any nature.

The interest of Authority in the Premises and common use 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 use 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 use 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 use 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 will 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 12

### UTILITIES

#### 12.01 Utility Infrastructure

During the Initial Term of this Lease and any renewal options, Company will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunication and data services at the Premises.

#### 12.02 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 costs and expenses 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.

#### 12.03 Utility Services

Company agrees to pay the full costs and expenses associated with its use of all utilities, including but not limited to water, sanitary sewer, electric, storm drainage, and telecommunication services.

#### 12.04 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 use areas. When installing new lines or services, Authority will protect any existing improvements and will avoid any unreasonable interference with Company's operations.

## ARTICLE 13

### INGRESS AND EGRESS

#### 13.01 Use of Public Way

Company will have the right of ingress to and egress from the Airport, the Premises, and the common use 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 (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

#### 13.02 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 14  
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 Lease, 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 Lease;
4. Performance, non-performance or purported performance of this Lease;
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 Lease;
4. Performance, non-performance or purported performance of this Lease;
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 Lease.

- 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 Lease, (ii) coverage amount of Commercial General Liability Insurance required under this Lease, 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 Lease.
- 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 Lease. This indemnification in this paragraph shall survive the termination of this Lease. 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 Lease 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 Lease 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 15  
INSURANCE

15.01 Insurance

Company must maintain the following limits and coverages uninterrupted or amended through the Initial Term and any renewal options of this Lease. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering ongoing operations performed by, or on behalf of, the Company under this Lease or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Lease, will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

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

B. Commercial General Liability Insurance/Airport Liability

The minimum limits of insurance covering the work performed pursuant to this Lease 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, the Company under this Lease or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Lease. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Lease are:

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

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

E. Aircraft Liability Insurance

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

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

F. Property Insurance

Property insurance will be maintained by Authority at all times. Said policy will insure the existing improvements located on real property leased, rented or otherwise demised by Authority to Company under this Lease. The premium cost for such insurance will be paid by Company. Authority will invoice Company for the premium cost, which is due and payable within 30 days of Company’s receipt. In the event of a loss, Company will be responsible for the then current deductible. The current deductible is

the greater of \$250,000.00 or 5% of the value. The deductible may change in future years based on the Authority's carrier. Company will be responsible for providing insurance for any claims on its own property, including all future improvements or betterments, loss of use, loss of profits, or loss of business.

15.02 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 Lease, 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.

15.03 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at [www.TampaAirport.com](http://www.TampaAirport.com)>Learn about TPA>Airport Business>Procurement>Additional Supplier Resources.

ARTICLE 16

SECURITY FOR PAYMENT

16.01 Payment Security Requirements

A. Company will provide Authority on or before the Effective Date of this Lease 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 Lease, to guarantee the faithful performance by Company of its obligations under this Lease and the payment of all Rents, fees, tax assessments, and charges due hereunder ("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 Lease 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 Lease.

- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Lease, or upon Company's election to assume this Lease 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 Lease 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 Lease. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Lease.

16.02 Satisfactory Performance

Subject to the provisions of Section 16.01 above, the Payment Security will be returned within 90 days following the expiration of this Lease, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein.

ARTICLE 17  
PROPERTY DAMAGE

17.01 Partial Damage

In the event all or a portion of the Premises 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 Company will make the repairs immediately, by first using the deductible amount then Company may draw against the actual insurance proceeds received by the Authority. Any repair costs remaining after deductible and insurance proceeds will be provided by Company at its own cost and expense.

17.02 Extensive Damage

In the event damages as referenced in Section .01 of this Article are so extensive as to render all or a significant portion of the Premises as untenable but capable of being repaired within 180 days,

Company will give Authority immediate notice thereof and commence repairs immediately. Company will diligently and continuously prosecute the same to full completion by first using the deductible amount, then next against the actual insurance proceeds received by the Authority. Any repair costs remaining after deductible and insurance proceeds will be provided by Company at Company's own cost and expense.

17.03 Complete Destruction

In the event damages as referenced in Section .01 of this Article are so extensive as to render the entire Premises untenable, and the Premises cannot be repaired within 180 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 or must distribute the insurance proceeds in accordance with this Article. If Authority's decision is that Company must repair, replace, or reconstruct the Premises, Company will commence the full restoration of the Premises and diligently and continuously prosecute the same to full completion by first using the deductible amount, then Company may draw against the actual insurance proceeds received by the Authority. Any repair costs remaining after deductible and insurance proceeds will be provided by Company at Company's own cost and expense. In the event Company does not repair, replace, and reconstruct the Premises, Authority will not be required to grant alternative premises.

17.04 Abatement of Rent

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 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.

17.05 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, regardless of the cause of damage or destruction.

17.06 Insurance Proceeds

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.

A. Rebuilding of the Premises

Upon receipt by Authority of the proceeds of any applicable insurance policy or policies related to a casualty loss, the proceeds will be held by Authority so as to be available to pay for the cost of 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 the Premises, Company will pay any additional sums required into an escrow account. If the amount of insurance proceeds exceeds the cost of the necessary repair, replacement or rebuilding of the Premises, Authority will retain the excess proceeds.

ARTICLE 18

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, Authority 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 19  
FAA APPROVAL

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

ARTICLE 20  
ENVIRONMENTAL

20.01 General Conditions

Notwithstanding any other provisions of this Lease, and in addition to any and all other requirements of this Lease 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 Lease, Company agrees to hold harmless and indemnify Authority for any violation by Company from the Effective Date of this Lease forward, of any 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 Lease.

- 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 with the cure period established in the Default and Termination Article of this Lease will be deemed a default under this Lease. Any such default that is not cured will be grounds for termination of this Lease.
- F. In entering this Lease, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

20.02 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 Lease 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 Lease, 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 Lease.

20.03 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance" will mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law ("Environmental Laws" shall mean and include all applicable Federal, State, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing); (ii) is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) is or contains PCBs, asbestos,

radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the land or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to, sewage, sludge, industrial slag, solvents and/or any other similar substances or materials. Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

B. The term "Solid Waste," as used in this Lease, 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.

#### 20.04 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 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 B, Environmental Baseline Report, dated September 19, 2014 attached hereto and by this reference made a part hereof, states the condition of the Premises on

the Effective Date of this Lease, and the statements contained therein are acknowledged by the Parties.

The Parties acknowledge and agree that Authority shall have the right to construct and analyze groundwater monitoring wells and perform associated tasks on the Premises as may be required during the Initial Term of this Lease and any renewal options.

The Former Cargo Gasoline Hangar Site Fire Pits groundwater cleanup site (FDEP site # ERIC\_6630 (formerly COM\_192122)) was located at 4200 West Tampa Bay Boulevard. On September 19, 2014, the FDEP issued a conditional site rehabilitation completion order (completion order). In 2001, a solvent condition was discovered. This condition was not caused by Authority tenant operations. As the property owner, the Authority completed the necessary and required site rehabilitation under the review of the FDEP. The completion order states that the Authority has met the site rehabilitation requirements and is released from further obligation to conduct site rehabilitation. The following items run with the property: no future testing or cleanup is required or planned; site conditions will forever have elevated groundwater levels of solvents; site-specific institutional controls in the form of a Declaration of Restrictive Covenant were established in 2014; no use of the groundwater, drilling for water or installing wells is permitted; FDEP must be consulted if changes to the existing stormwater system are contemplated; FDEP must be consulted if dewatering activities are contemplated; FDEP is granted right of entry to perform inspection in accordance with Authority security policies, procedures, and escort by Authority personnel; FDEP will maintain a public records repository of all reports and correspondence on the solvent site; all contractors working on the leased premises should review and disseminate this information; and these restrictions are compatible with future land uses.

#### 20.05 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.

#### 20.06 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.

20.07 Stormwater

Notwithstanding any other provisions or terms of this Lease, 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.

20.08 Environmental Inspection at End of Lease Term

- A. At least 120 days before the expiration or early termination of the Initial 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 use areas, Company's obligations, including the payment of Rents, charges, and fees, under the existing terms of the Lease 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 21

#### 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 22

#### NON-DISCRIMINATION

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

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

#### 22.01 Civil Rights – General – 49 USC § 47123

##### A. Compliance:

Company agrees that it will 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.

22.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

During the performance of this Lease, 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 Lease.
- (2) Non-Discrimination: Company, with regard to the work performed by it during this Lease, 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 22.02(B) below, including employment practices when this Lease 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 Lease

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 Lease, Authority will impose such Lease sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Lease, 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 Lease, 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 23  
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 Lease 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 24  
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 Lease.

ARTICLE 25  
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 Lease. Authority may at any time during the Initial Term and any renewal options, upon reasonable notice and at reasonable times, enter upon the Premises, and at any time during the last year of the Initial Term or renewal option or in the event of default, show the Premises to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 26  
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 use 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 27  
PROPERTY RIGHTS RESERVED

This Lease 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 Lease 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 28

### SIGNS

#### 28.01 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 and/or common use areas.

#### 28.02 Removal

Upon the expiration or termination of Lease, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises and/or common use areas and, in connection therewith, will restore the portion of the Premises 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 and/or common use areas, Authority may perform the necessary work at the expense of Company.

## ARTICLE 29

### ASSIGNMENT AND SUBLEASING

#### 29.01 Subleases and Assignments

Company will not have the right to sell, assign, sublet, license or otherwise transfer any or all of the Premises 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 Lease. 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 Lease.

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

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

#### 29.02 Prior Notice of Transfer, Sublease, Assignment, or Delegation

Any attempted transfer, sublease, assignment or delegation of this Lease 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 Lease as fully as if such attempted transfer, sublease, assignment, or delegation had been valid.

29.03 Subsequent Assignment/Sublease

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

29.04 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 Lease 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.

29.05 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.

ARTICLE 30

MORTGAGE RIGHTS OF COMPANY

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

ARTICLE 31

COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is 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 Company to the terms of this Lease by his or her signature thereto.

ARTICLE 32

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 Lease 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 Lease 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 Lease 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 Lease 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 33

#### 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 Initial Term and any renewal options in the same condition as existed at the Commencement Date, ordinary wear and tear excepted. Provided Company is not in default of this Lease, Company will immediately remove all of its personal property from the Premises and common areas at the conclusion of the Initial Term and any renewal options. 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 Lease, 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 34

#### 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 35  
APPLICABLE LAW AND VENUE

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

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 Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this Lease null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 36  
AUTHORITY APPROVALS

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

ARTICLE 37  
ATTORNEYS' FEES AND COSTS

In the event legal action is required by Authority to enforce this Lease, Authority will be entitled to recover costs and attorneys' fees, including in-house attorney time (fees) and appellate fees.

ARTICLE 38  
INVALIDITY OF CLAUSES

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

ARTICLE 39  
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 Lease. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 40  
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  
ATTN: CHIEF EXECUTIVE OFFICER  
OR  
(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
TAMPA INTERNATIONAL AIRPORT  
5411 SKYCENTER DRIVE, SUITE 500  
TAMPA, FLORIDA 33607  
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:  
(MAIL DELIVERY)  
DEBARTOLO AVIATION, LLC  
3820 NORTH DALE BLVD, SUITE 100B  
TAMPA, FLORIDA 33624  
ATTN: LEGAL COUNSEL

WITH A COPY TO:  
(MAIL 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 41  
SUBORDINATION TO TRUST AGREEMENT

This Lease 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 Lease 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 Lease and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 42  
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for war or national emergency, for a period in excess of 90 consecutive days, then this Lease will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of this 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 43  
RADON GAS NOTIFICATION AND OTHER PROPERTY CONDITION NOTIFICATIONS

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

43.02 Other Property Conditions: Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical Airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including, but not limited to, property use restrictions, activity and use limitations, institutional controls, or engineering controls. The Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to the Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports.

As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority

property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

ARTICLE 44  
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 Lease 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 Lease 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 45  
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 46  
MISCELLANEOUS

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

ARTICLE 47  
TIME IS OF THE ESSENCE

Time is of the essence of this Lease.

ARTICLE 48  
COMPLETE AGREEMENT

This Lease represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Lease.

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered  
in the presence of:

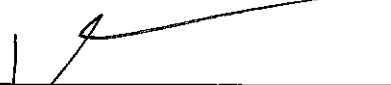
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
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 \_\_\_\_\_, 202\_\_, 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)

DEBARTOLO AVIATION, LLC

Signed in the presence of:

*[Handwritten Signature]*

Witness Signature

*Amber Anderson*

Print Name

*Brandi deDiego*

Witness Signature

*Brandi deDiego*

Print Name

By: *[Handwritten Signature]*

Title: Executive Vice President

Geza Henni

Print Name

3820 Northdale Boulevard, Suite 100B

Print Address

Tampa, FL 33624

DEBARTOLO AVIATION, LLC

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of May, 2023, by Geza Henni as Executive Vice President for DeBartolo Aviation, LLC (name of person) (type of authority) (name of party on behalf of whom instrument was executed)

*[Handwritten Signature: Linda K. Pearce]*

(Signature of Notary Public – State of Florida)

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

Personally known to me OR Produced Identification

Type of Identification Produced

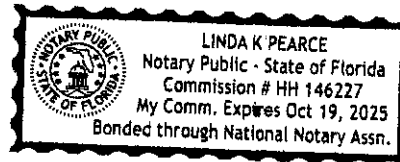




Exhibit A-1 General Location - Aerial

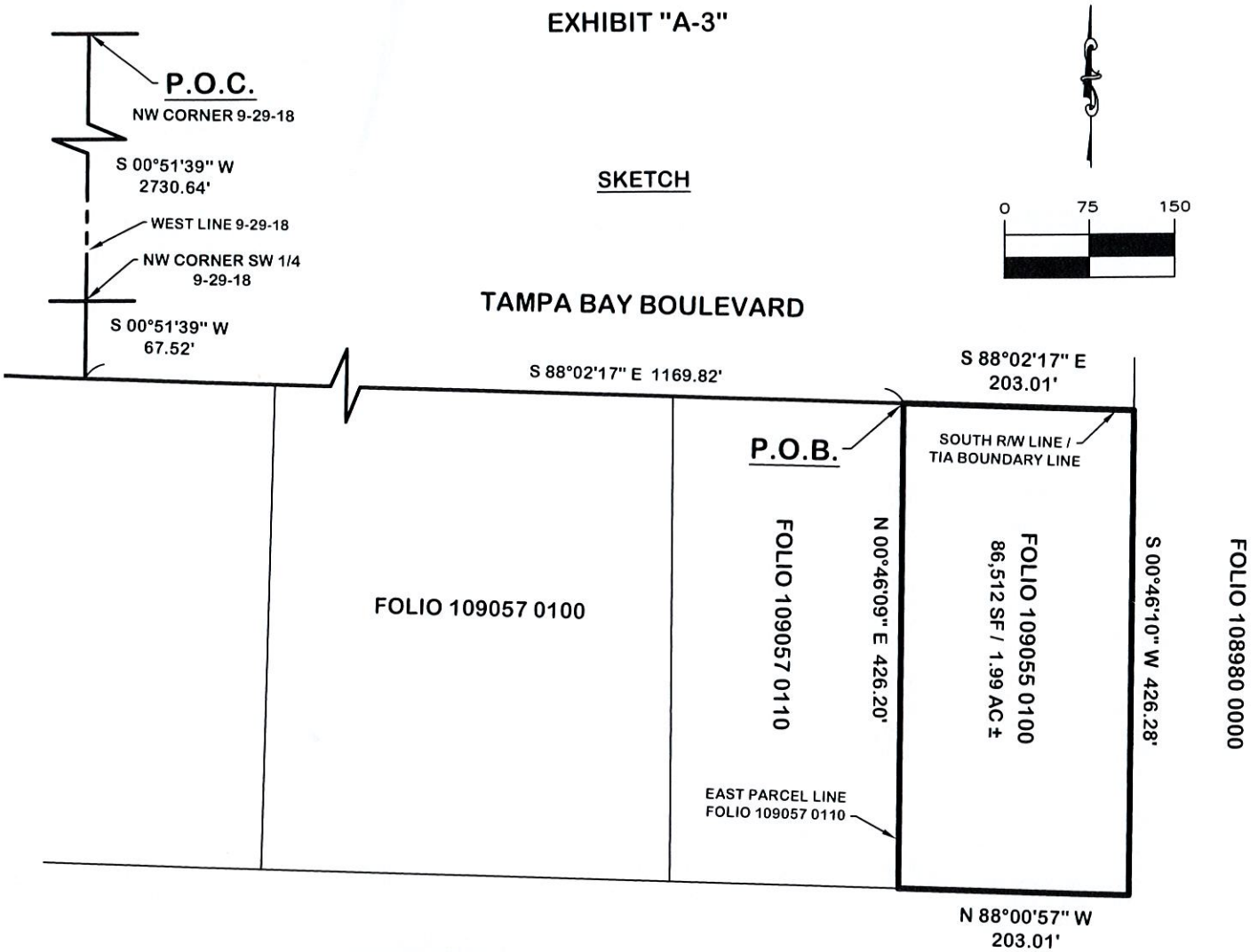




Exhibit A-2 Premises Detail

EXHIBIT "A-3"

SKETCH



DESCRIPTION

A CERTAIN PARCEL LOCATED IN SECTION 9, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE S 00°51'39" W ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 2730.64 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE CONTINUE S 00°51'39" W, A DISTANCE OF 67.52 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAMPA BAY BOULEVARD, ALSO BEING A BOUNDARY LINE OF TAMPA INTERNATIONAL AIRPORT; THENCE S 88°02'17" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1169.82 FEET TO A POINT OF BEGINNING; THENCE CONTINUE, S 88°02'17" E, A DISTANCE OF 203.01 FEET; THENCE S 00°46'10" W DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF TAMPA BAY BOULEVARD, A DISTANCE OF 426.28 FEET; THENCE N 88°00'57" W, A DISTANCE OF 203.01 FEET; THENCE N 00°46'09" E, A DISTANCE OF 426.20 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 86,512 SQUARE FEET OR 1.99 ACRES MORE OR LESS.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
NW	NORTHWEST
SW	SOUTHWEST
SF	SQUARE FEET
AC	ACRES

NOTES

1. THIS DRAWING IS NOT A SURVEY.
2. BEARING ARE BASED ON THE WEST LINE OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 18 EAST BEING S 00°51'39" W.

RUSSELL P. HYATT, PSM 5303  
 HYATT SURVEY SERVICES, INC.  
 2012 LENA ROAD BRADENTON, FL 34211

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A LICENSED SURVEYOR AND MAPPER.

<b>FOLIO 109055 0100</b>			
SECTION 9 TOWNSHIP 29 S RANGE 18 E	DRAWN: JM	DATE: 05/2023	SCALE: 1" = 150'
HILLSBOROUGH COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 19-2371-4	

## Exhibit B



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**  
SOUTHWEST DISTRICT OFFICE  
13051 NORTH TELECOM PARKWAY  
TEMPLE TERRACE, FLORIDA 33637-0926

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

HERSCHEL T. VINYARD JR.  
SECRETARY

September 19, 2014

VIA EMAIL ONLY: [KFleming@TampaAirport.com](mailto:KFleming@TampaAirport.com)

Mr. Keith Fleming  
Environmental Manager  
Tampa International Airport  
P.O. Box 22287  
Tampa, FL 33622

Subject: **Conditional Site Rehabilitation Completion Order (SRCO)**  
Former Cargo Gasoline Hangar Site Fire Pits  
Tampa International Airport  
4200 West Tampa Bay Boulevard  
Tampa, Hillsborough County, Florida  
FDEP Site # COM\_192122/Project #253326

Dear Mr. Fleming:

The Florida Department of Environmental Protection Southwest District (Department) has reviewed the Site Rehabilitation Completion Report (SRCR) with No Further Action with Conditions (NFAC) proposal, dated July 12, 2013, that was prepared by AECOM for the former Cargo Gasoline Hangar Site Fire Pits (Cargo Gas) located at 4200 West Tampa Bay Boulevard, Tampa, Hillsborough County, Florida. Maps showing the location of the Cargo Gas and the location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein.

The contamination, which resulted from the usage of the former fire pits was discovered in September 2001, consisted of 1,1,-trichloroethane and Total Recoverable Petroleum Hydrocarbons (TRPH) in soil and 1,1-dichloroethane, 1,1,1-trichloroethane, 4-methylphenol, 2,4-dimethylphenol, 1,1-dichloroethene and benzene. Soils were remediated to below Residential Soil Cleanup Target Levels (RSCTLs) according to the Department's approval letter dated November 8, 2002. Groundwater contaminants remaining above the Groundwater Cleanup Target Levels (GCTLs) include, but may not be limited to, vinyl chloride, chloroethane, 1,1-dichloroethene, 1,1-dichloroethane, benzene and 1,4-dioxane. The NFAC proposal is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), including, but not limited to:

- Natural Attenuation Monitoring Report (NAMR) Year 1, Quarter 2 & 3, dated 12/20/2012 (received 12/26/2012);
- Site Assessment Report Addendum (SARA) IX, dated 7/16/2012 (received 7/18/2012);
- Interim Source Removal (ISR) Status report V/NAMR Year 1 Quarter 1, dated 6/1/2012 (received 6/25/2012);
- ISR Status Report IV, dated 3/22/2012 (received 3/23/2012);
- ISR Status Report III, dated 12/20/2011 (received 12/28/2011);
- SARA VIII, dated 9/22/2011 (received 9/22/2011);
- ISR Status Report, dated 6/23/2011 (received 6/23/2011);
- SARA VII, dated 1/31/2011 (received 2/1/2011);
- SARA VI, dated 5/28/2010 (received 5/28/2010);
- SARA IV, dated 9/2/2009 (received 9/9/2009);
- SARA III, dated 3/31/2009 (received 3/31/2009);
- Source Removal and Initial Groundwater Assessment Report, dated 7/26/2002 (received 7/30/2002); and
- Preliminary Contamination Assessment Report, dated 11/15/2001 (received 11/20/2001).

Based on the documentation submitted with the NFAC Proposal and the above-referenced technical documents, the Department has reasonable assurance that HCAA has met the criteria in Chapter 62-780, F.A.C., including the commitments set forth in the technical submittals with respect to the recordation of institutional controls. The technical submittals indicate that acceptable Alternative Cleanup Target Levels (ACTL's) have been established for groundwater contaminants remaining at the above-referenced contaminated site, in conjunction with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the above-referenced contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached table (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels, and the ACTL's established for the contaminated site that is the subject of this Order.

A Declaration of Restrictive Covenant was recorded by Hillsborough County Aviation Authority (HCAA) on September 17, 2014, in Official Record Book 22800, Pages 1792 - 1804, Public Records of Hillsborough County, Florida, and is attached and incorporated by reference as Exhibit 4.

Failure to meet the following requirements will result in the revocation of this Order:

- (a) You are required to properly abandon all monitoring wells within 60 days of receipt of this Order, unless in use for other Program monitoring or remediation. The monitoring wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(4), F.A.C.;
- (b) Any current or future real property owner of the above-referenced contaminated site must comply with the provisions contained within the Declaration of Restrictive Covenant (attached) recorded prior to the execution of this Order;
- (c) If the current or future real property owner of the above-referenced contaminated site proposes to remove the institutional controls, the real property owner shall obtain prior written approval from the Department. The removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of subsection 62-780.680(1), F.A.C., are met.

Further, in accordance with Chapter 376.30701(4), Florida Statutes (F.S.), upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

- (a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
- (b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;
- (c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

- (d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

### Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within **21** days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

- A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.
- B. If you choose to challenge the decision, you may do the following:
1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within **21** days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or
  2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within **21** days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

### How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within **21** days of receipt of this Order. Petitioner, if different from the HCAA, shall mail a copy of the request to the HCAA at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within **21** days of receipt of this Order. Petitioner, if different from the HCAA, shall mail a copy of the petition to the HCAA at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
- b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.



Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding the Department's review of your SRCR should be directed to Mrs. Tina L. Madrid at the letterhead address above, via telephone at (813) 470-5762 or via email to [tina.madrid@dep.state.fl.us](mailto:tina.madrid@dep.state.fl.us). Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850)245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,



Mary E. Yeargan, PC  
Southwest District Director  
Florida Department of Environmental Protection

FILING AND ACKNOWLEDGMENT  
FILED, on this date, pursuant to §120.52  
Florida Statutes, with the designated  
Department Clerk, receipt of which is  
hereby acknowledged.

	9-19-14
_____ Clerk (or Deputy Clerk)	_____ Date

Enclosures (Exhibits 1, 2, 3 and 4)

cc: Ms. Suzanne Schomer, P.E. - AECOM (via email: [Suzanne.Schomer@AECOM.com](mailto:Suzanne.Schomer@AECOM.com))  
Ms. Nicole W. Scroggins, P.G. - AECOM (via email: [Nicole.Scroggins@AECOM.com](mailto:Nicole.Scroggins@AECOM.com))  
Ms. Linnea King, Environmental Engineer - AECOM  
(via email: [Linnea.King@AECOM.com](mailto:Linnea.King@AECOM.com))

# Exhibit 1

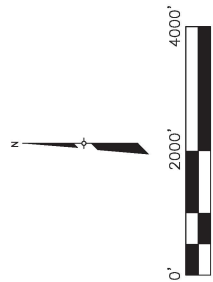
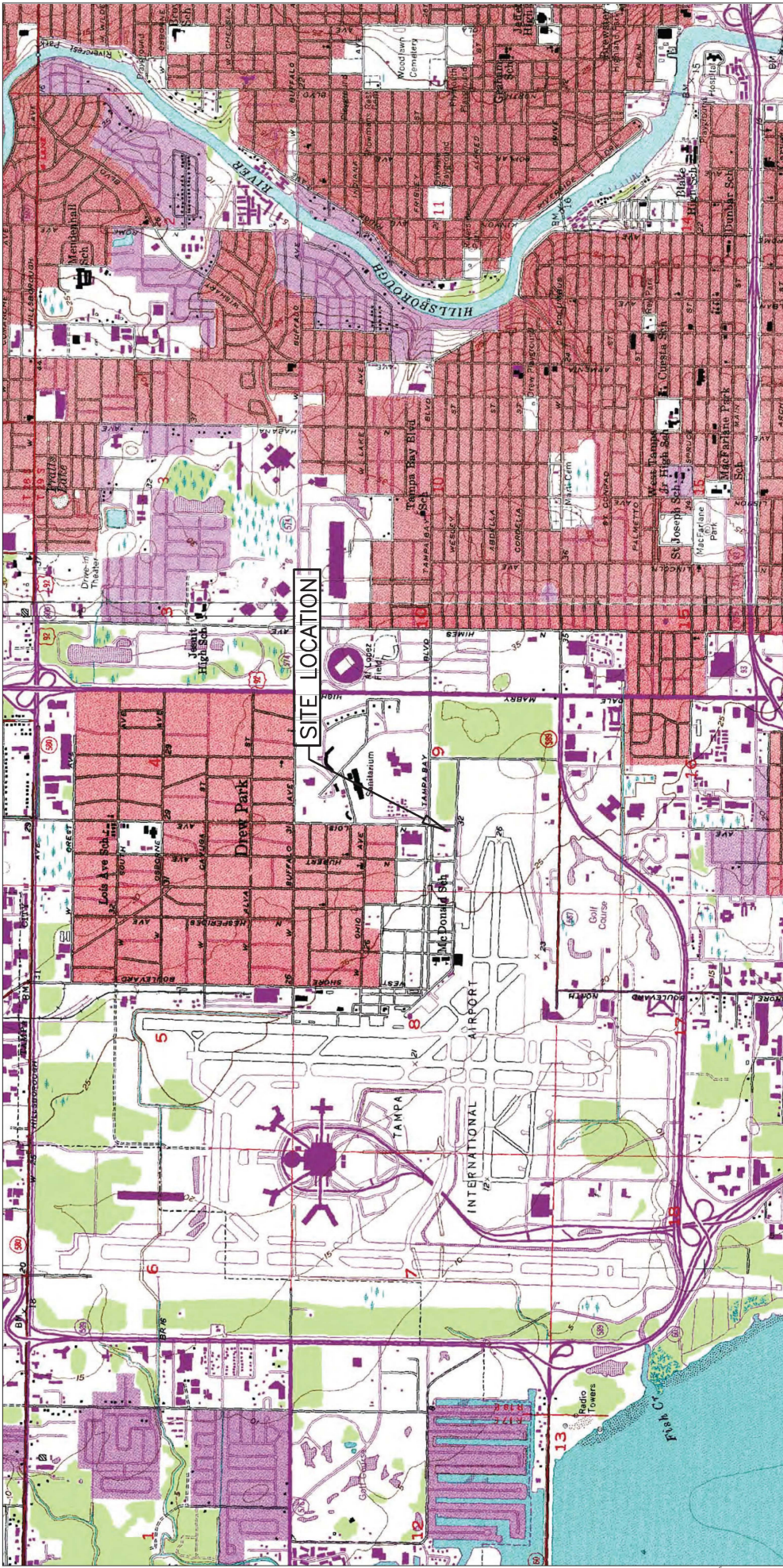


FIGURE 1  
SITE LOCATION MAP



FORMER CARGO GASOLINE HANGAR SITE FIRE PITS  
TAMPA INTERNATIONAL AIRPORT  
PDEF FACILITY ID NO.: 192122

7/8/2013

60146047



- LEGEND**
- ☒ ABANDONED/DESTROYED WELL
  - ◊ SHALLOW MONITOR WELL LOCATION
  - ◐ INTERMEDIATE MONITOR WELL LOCATION
  - DEEP MONITOR WELL LOCATION
  - ⊙ DEEP MONITOR WELL LOCATION
  - ⊕ PIEZOMETER LOCATION
  - DPT BORING LOCATION
  - - - - - PROPERTY BOUNDARY
  - x - x - x - FENCE

**NOTES:**

\* Beginning May 2010, monitor well MW-16DD was labeled MW-16DDD to keep well IDs consistent with wells of similar depth. AS OF APRIL 2011, THE LOCATION OF MONITOR WELLS MW-8 AND MW-8 ID DEPICTED ON SITE MAPS WERE SWITCHED TO CORRECTLY REFLECT THEIR ACTUAL RESPECTIVE LOCATION ON SITE.



**FIGURE 2  
SITE LAYOUT MAP**

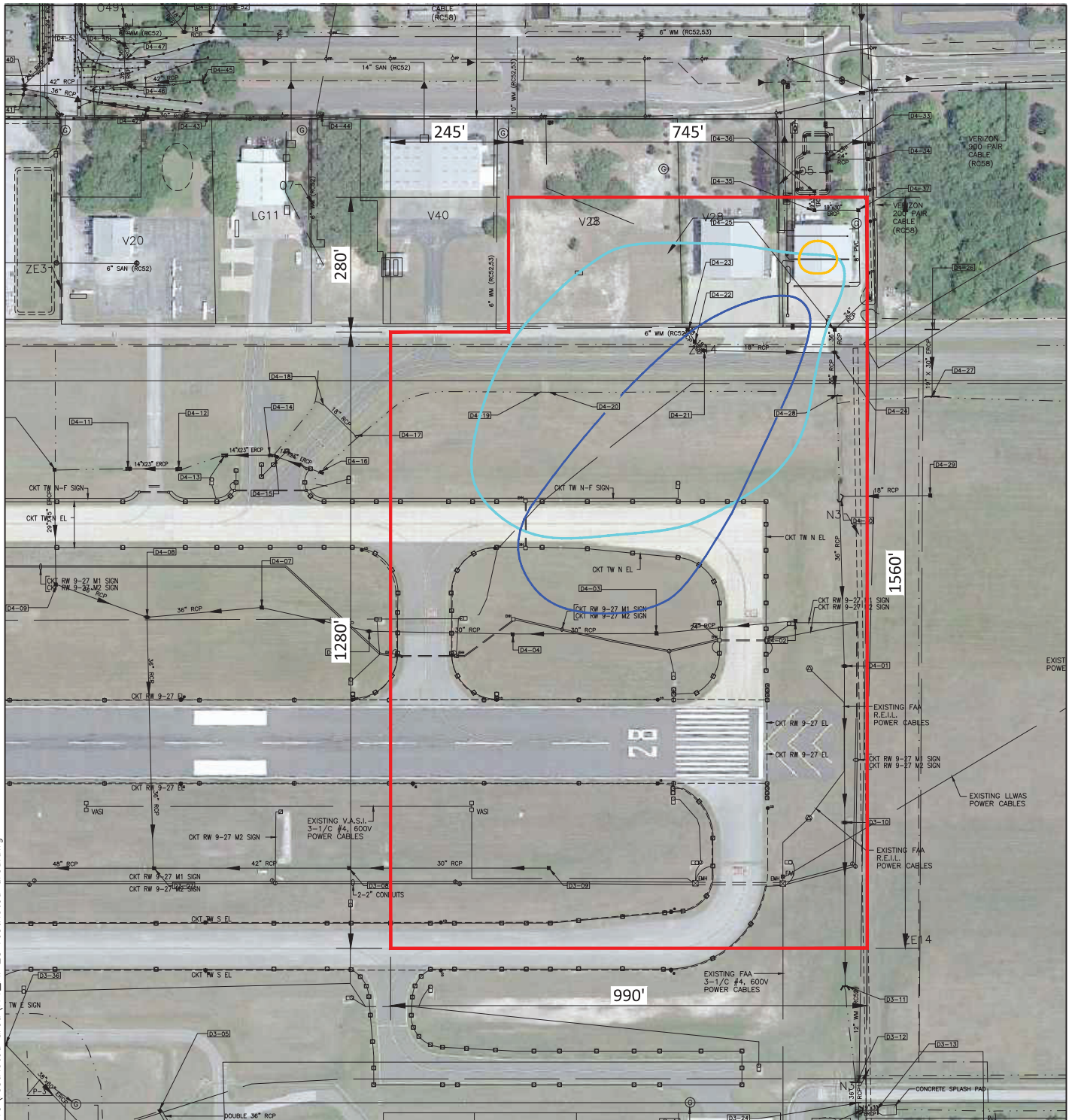
FORMER CARGO GASOLINE HANGAR SITE FIRE PITS  
TAMPA INTERNATIONAL AIRPORT  
FDEP FACILITY ID NO.: 19272 / PROJECT NO.: 253326

3/7/2013

60187890



## Exhibit 2



**LEGEND:**

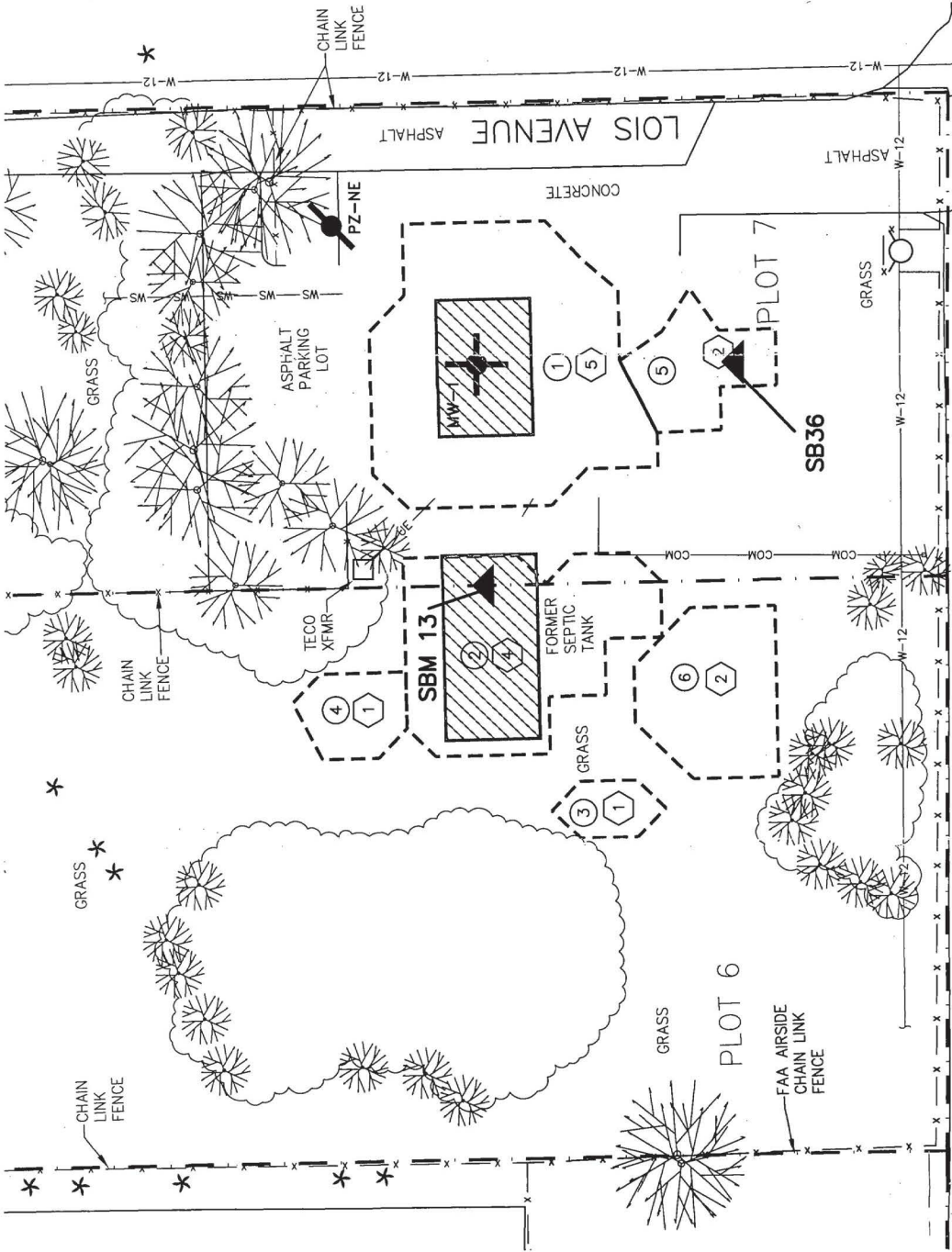
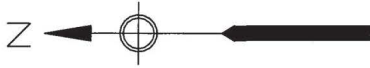
- APPROXIMATE EXTENT OF SHALLOW GROUNDWATER CONTAMINATION GREATER THAN GCTLs
- APPROXIMATE EXTENT OF INTERMEDIATE GROUNDWATER CONTAMINATION GREATER THAN GCTLs
- APPROXIMATE EXTENT OF DEEP GROUNDWATER CONTAMINATION GREATER THAN GCTLs
- RESTRICTED AREA FOR SITE REHABILITATION



**FIGURE 14**  
**IMPACTED GROUNDWATER PLUME EXTENT**  
**AND RESTRICTED AREA**

FORMER CARGO GASOLINE HANGAR SITE FIRE PITS  
 TAMPA INTERNATIONAL AIRPORT  
 FDEP FACILITY ID: 192122/PROJECT NO.: 253326





**LEGEND**

- - - EXISTING LEASE BOUNDARY
- x - x - EXISTING CHAIN LINK FENCE
- EXISTING FIRE HYDRANT
- W-12 — EXISTING 12" C.I. WATER MAIN
- WS — EXISTING WATER SERVICE
- SL-6 — EXISTING SANITARY LATERAL

- UE — EXISTING UNDERGROUND ELECTRIC
- \* EXISTING PALM OR TREE
- ☁ EXISTING SHRUB OR BRUSH

- PZ-NE EXISTING PIEZOMETER
- ⊕ MW-1 EXISTING MONITOR WELL

- ▨ ESTIMATED LOCATION OF FORMER FIRE PITS

- ③ ESTIMATED EXTENT OF CONTAMINATED SOIL AND EXCAVATION AREA NUMBER

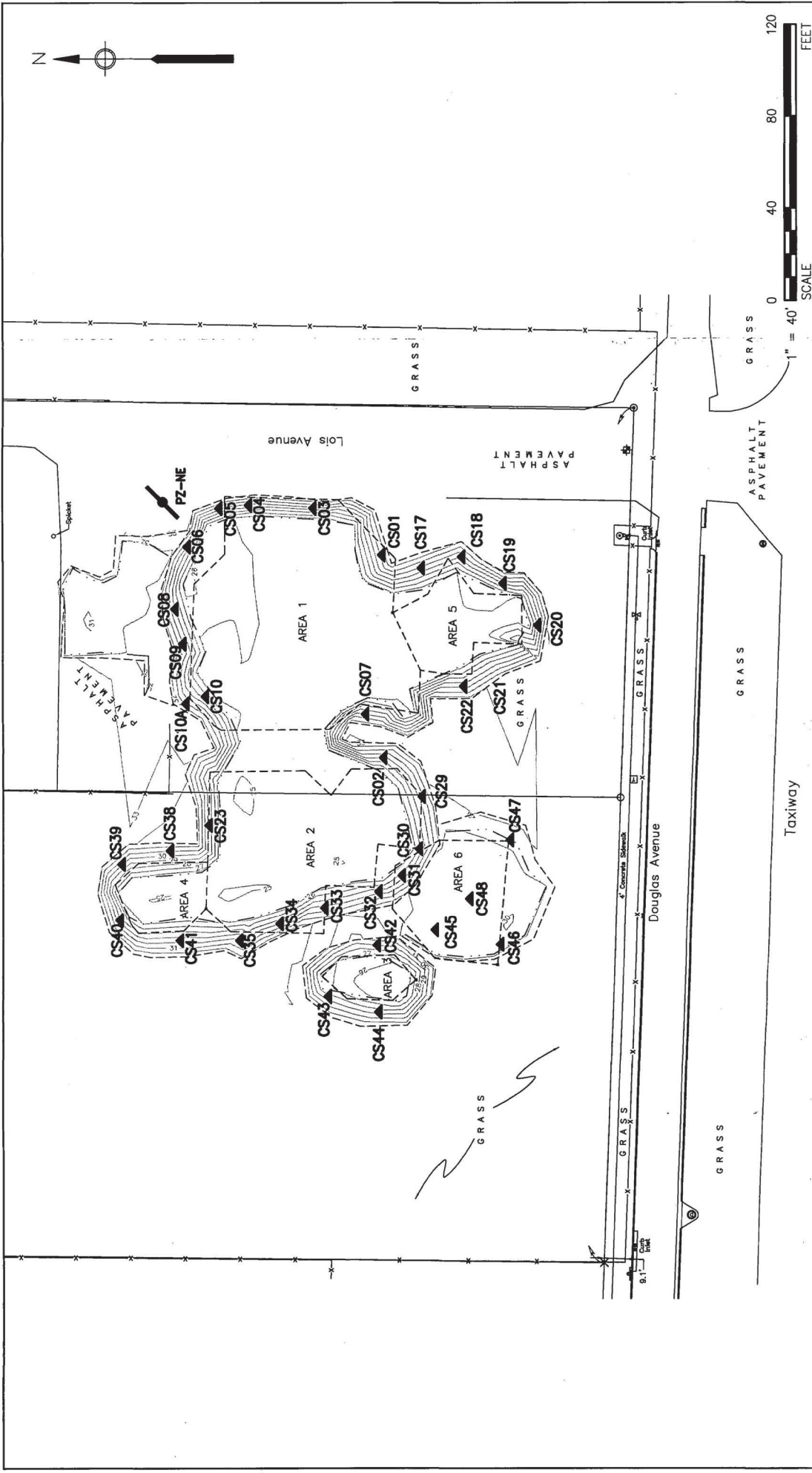
- ② NUMBER OF SOIL WASTE CHARACTERIZATION SAMPLES TAKEN FROM EACH EXCAVATION AREA
- ▲ TPH SPECIATION SAMPLE LOCATION

WASTE CHARACTERIZATION SAMPLES FROM EXCAVATION AREAS 1 - 5 FROM 0-6' BELOW LAND SURFACE,  
 WASTE CHARACTERIZATION SAMPLES FROM EXCAVATION AREA 6 FROM 0-1' BELOW LAND SURFACE.



HCAA-TAMPA INTERNATIONAL AIRPORT  
 FORMER CARGO GASOLINE HANGAR  
 INITIAL EXCAVATION LIMITS AND SOIL SAMPLE LOCATIONS  
 SCALE: 1"=40' 07-23-02 103284TIA





DATE: 07/02/02  
 DRAWN BY: AGB  
 FILE NAME: P:\pro\103284\cztmp001.dwg

**LEGEND**

- PZ-NE EXISTING PIEZOMETER
- SLOPED LIMITS OF EXCAVATION
- CS10 CONFIRMATORY SAMPLE LOCATION
- INITIAL LIMITS OF AREAS 1 TO 6

**M&E Metcalf & Eddy**  
 1040 WOODCOCK ROAD, SUITE 200  
 ORLANDO, FLORIDA 32803  
 Phone (407) 598-2550

FORMER CARGO GASOLINE HANGAR - HCAA, TAMPA INTERNATIONAL AIRPORT  
 ACTUAL EXCAVATION LIMITS AND CONFIRMATORY SAMPLE LOCATIONS



## Exhibit 3

## TABLE 2: SOIL ANALYTICAL SUMMARY

Facility Name: Former Cargo Gasoline Hangar

NS = Not Sampled

ND = Not Detected

Sample		PID	Laboratory Analyses						
Soil Sample No.	Date Collected	PID Reading (ppm)	Total BTEX (ug/kg)	1,1-Dichloroethane (ug/kg)	1,1,1-Trichloroethane (ug/kg)	Phenol (ug/kg)	Naphthalene (ug/kg)	TPHs (mg/kg)	Chromium (mg/kg)
SCTL	Leachability		1,307	400	1,900	50	1,700	340	38
CS-01	4/15/2002	0	ND	21	34.5	ND	ND	ND	9.4
CS-02	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-03	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-04	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-05	4/15/2002	0	ND	29.6	21.8	ND	ND	ND	9.2
CS-06	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-07	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-08	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-09	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-10	4/15/2002	0	ND	688	1150	209	ND	13.1	12.4
CS-17	4/15/2002	0	NS	NS	NS	NS	NS	9.11	NS
CS-18	4/10/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-19	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-20	4/10/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-21	4/10/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-21	4/10/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-22	4/10/2022	0	ND	ND	ND	ND	ND	9.07	2.7
CS-23	4/11/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-29	4/11/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-30	4/11/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-31	4/11/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-32	4/11/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-33	4/11/2002	0	NS	NS	NS	NS	NS	26.2	NS
CS-34	4/11/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-35	4/11/2002	0	ND	ND	ND	ND	ND	ND	11.2
CS-38	4/9/2002	0	NS	NS	NS	NS	NS	7.46	NS
CS-39	4/9/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-40	4/9/2002	0	ND	ND	ND	ND	ND	ND	9.4
CS-41	4/9/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-42	4/9/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-43	4/9/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-44	4/9/2002	0	ND	ND	ND	ND	ND	ND	6.6
CS-45	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-46	4/15/2002	0	NS	NS	NS	NS	NS	ND	NS
CS-47	4/15/2002	0	NS	NS	NS	NS	NS	267	NS
CS-48	4/15/2002	0	ND	ND	ND	ND	ND	22.8	1.4
CS-10A	4/23/2002	0	ND	ND	3.4	ND	ND	NS	NS











Facility Name: Former Carco Gasoline Hangar Site Fire Pits  
 FDEP Project#: 253326 FDEP Site #: 192122  
**TABLE 6: GROUNDWATER ANALYTICAL SUMMARY for INTERMEDIATE WELLS (-20-35 FT)**

Sample Location	Date	1,4-dioxane	1,1-dichloroethene	1,1-dichloroethane	Vinyl Chloride	1,1,1-trichloroethane	1,1,1-trichloroethane	1,2-dichloroethane	1,1-dichloroethane	cis-1,2-dichloroethane	trans-1,2-dichloroethane	1,1,2-trichloroethane	1,1,2,4-tetrachloroethane	1,3,5-trimethylbenzene		Benzene	Toluene	Xylenes	Naphthalene	2,4-Dimethylphenol	DEHP	TDS (mg/L)	TSS (mg/L)	COD (mg/L)	Bromide (mg/L)	T-Fe (mg/L)	D-Fe (mg/L)	D.O. (mg/L)	ORP (NA)		
														10	100															1	100
MW-11D (30 ft)	02/09/05	320	3	7	100	2,000	300	3	70	700	1,000	1,200	500	100	100	100	400	200	140	1,400	600	5,000	NA	NA	NA	3	NA	NA	NA	NA	
	01/18/06	11.4	0.5 U	2.2	1.7	0.5 U	0.5 U	1 U	8	0.5 U	0.5 U	1 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.96 U	1.9 U	2.4 U								0.12	-57	
	09/07/07	21.7	0.5 U	2.5	2.1	0.5 U	0.5 U	0.5 U	6.6	0.5 U	0.5 U	1 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.96 U	1.9 U	2.4 U									0.12	-57
	01/27/09	34	0.3 U	3	5.9	0.22 U	0.29 U	0.29 U	5.9	0.3 U	0.3 U	0.35 U	0.35 U	0.35 U	0.35 U	0.35 U	0.46 U	0.7 U	0.27 U			330				3.9	3.6	0.32	3		
	02/22/10	22	0.39 U	2.1	3.0	0.40 U	0.34 U	0.66 U	6.0	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.43 U	0.85 U	0.23 U										0.35	-280	
	04/25/12	26.0	0.30 U	3.5	4.4	0.24 U	0.29 U	0.28 U	7.9	0.55 U	0.23 U	0.28 U	0.35 U	0.35 U	0.35 U	0.25 U	0.55 U	0.46 U	1.0 U	0.66 U									0.27	-47.1	
	07/22/09	19	0.3 U	33	12	0.24 U	0.47 U	0.28 U	46	0.28 U	0.28 U	0.28 U	0.35 U	0.35 U	0.35 U	0.35 U	0.46 U	0.32 U	0.27 U			310				2.7		0.80	-81		
	02/25/10	19	0.39 U	39	4.9	0.40 U	0.82 U	0.66 U	66	0.41 U	0.23 U	0.23 U	0.34 U	0.34 U	0.34 U	0.35 U	0.43 U	0.85 U	0.23 U									7.60	8.6		
	04/26/12	20.4	0.41 U	100 D	14	0.24 U	0.29 U	0.29 U	140 D	0.51 U	0.46 U	0.46 U	0.32 U	0.32 U	0.32 U	0.25 U	0.40 U	0.46 U	1.0 U	0.66 U								0.61	22.4		
	07/26/12	18.9	0.51 U	100 D	10	0.24 U	0.24 U	1.9	150 D	0.46 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.40	45.2		
	10/29/12	19.0	0.56 U	140 D	14	0.24 U	0.24 U	3.4	200 D	0.62 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.54	-176.0		
	11/27/12		0.46 U	130 D	15	0.24 U	0.29 U	0.29 U	0.22 U	0.59 U	0.23 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.29 U	0.46 U	1.0 U	0.66 U								1.22	40.3		
05/17/13		0.55 U	110 D	14	0.24 U	1.8	140 D	0.34 U	0.34 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								1.68	7.8			
02/21/11	250 D	0.55 U	94	5.9	0.59 U	1.2	16	3.1	0.65 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.49 U	0.63 U	0.58 U	1.8 U	2.1 U	3.0 U					1.900	0.111	0.26	-124.5			
05/18/11	205 D	0.55 U	66	4.0	0.59 U	0.72 U	16	1.9	0.65 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.49 U	0.63 U	0.58 U	1.8 U	2.1 U	3.0 U					0.452	0.0770	0.88	-65.3			
06/16/11	205 D	0.55 U	62	3.4	0.59 U	0.94 U	14	2.0	0.65 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.49 U	0.63 U	0.58 U	1.8 U	2.1 U	3.0 U					0.300	0.0651	0.56	-171.4			
07/14/11	227 D	0.30 U	70	15	0.24 U	0.29 U	14	2.3	0.32 U	0.28 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U						0.27	0.048	0.46	-140.4			
10/18/11	235 D	0.30 U	60	5.9	0.24 U	1.2	18	2.3	0.35 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U						0.33	0.063	0.68	-96.2			
01/09/12	223 D	0.30 U	74	6.8	0.24 U	1.2	18	2.8	0.54 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U						0.24	0.16	0.33	-179.8			
04/25/12	190 D	0.30 U	53	5.5	0.24 U	0.94 U	21	2.3	0.35 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U						0.38	0.086	0.31	10.8			
07/25/12	210 D	0.30 U	62	4.8	0.24 U	1.3	20	1.7	0.35 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U						0.60	0.56	0.79	-184.5			
10/30/12	190 D	0.30 U	77	6.4	0.24 U	1.7	24	2.4	0.35 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U						0.97	0.56	0.79	-184.5			
11/27/12			59																									0.25	-98.8		
01/28/13	165 D	0.30 U	74 D	8.1	0.24 U	1.1	13	2.4	0.35 U	0.23 U	0.23 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U							0.95	0.77.7				
10/06/09	1.3 U	0.3 U	0.35 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.28 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	0.7 U	2.5 U						10		0.21	-140			
02/23/10	2.0	0.39 U	0.50 U	0.48 U	0.40 U	0.34 U	0.45 U	0.66 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.65	-282			
10/30/13	1.20 U	0.30 U	0.36 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.34 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.94	-4			
05/13/05	1.9 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.96 U	1.9 U	2.4 U				3.48		0.57				
10/18/06	1.9 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.96 U	1.9 U	2.4 U						0.21	-54			
09/07/07																															
01/26/09	1.3 U	0.3 U	0.36 U	0.19 U	0.22 U	0.29 U	0.22 U	0.28 U	0.22 U	0.28 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	0.7 U	2.7 U						2.8	2.7	0.30	-85			
02/22/10	1.3 U	0.39 U	0.50 U	0.34 U	0.40 U	0.34 U	0.45 U	0.66 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.61	68.3			
04/26/12	1.20 U	0.30 U	0.36 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.34 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.76	-47.8			
10/30/12	1.20 U	0.30 U	0.36 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.34 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.76	-47.8			
01/29/13	1.20 U	0.30 U	0.36 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.34 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.78	-60.8			
05/12/05	1.9 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.96 U	1.9 U	2.4 U						0.63				
10/17/06	1.9 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	0.5 U	1 U	0.96 U	1.9 U	2.4 U						0.63				
07/20/09	1.3 U	0.3 U	0.36 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.34 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.33	-35			
02/22/10	2.4	0.39 U	0.50 U	0.48 U	0.40 U	0.34 U	0.45 U	0.66 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.34 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.57	-127.9			
04/25/12	1.20 U	0.30 U	0.36 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.34 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.81	-80.8			
07/25/12	1.20 U	0.30 U	0.36 U	0.19 U	0.24 U	0.29 U	0.22 U	0.28 U	0.22 U	0.34 U	0.28 U	0.35 U	0.35 U	0.35 U	0.32 U	0.25 U	0.46 U	1.0 U	0.66 U								0.81	-80.8			
10/30/12	1.20 U	0.30 U	0.36 U	0.19 U	0.24 U	0.29 U</																									









## Exhibit 4

This instrument prepared by:  
D. Scott Knight  
Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622

### DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 4 day of September, 20 14, by Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida, (hereinafter "Authority" or "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

### RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Hillsborough, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Property").
- B. The FDEP Facility Identification Number for the Restricted Property is COM\_192122. The facility name at the time of this Declaration is Former Cargo Gasoline Hangar Site Fire Pits.
- C. The discharge of solvents on the Restricted Property is documented in the following reports that are incorporated by reference:

1. Source Removal and Initial Groundwater Assessment Report dated, July 26, 2002, submitted by Metcalf & Eddy;
2. Site Assessment Report Addendum IX dated July 16, 2012, submitted by AECOM;
3. Interim Source Removal Status Report V/Natural Attenuation Monitoring Report Year 1, Quarter 1 dated June 1, 2012, submitted by AECOM;
4. Natural Attenuation Monitoring Report for Year 1, Quarters 2 and 3 dated December 22, 2012, submitted by AECOM;
5. Response to Comments dated March 22, 2013, submitted by AECOM; and
6. Site Rehabilitation Completion Report with NFA with controls proposal dated July 12, 2013, submitted by AECOM.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Restricted Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of solvents increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM\_192122 can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions:

a.i. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the Restricted Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).

a.ii. For any dewatering activities on the Restricted Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. Attached as Exhibit B, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Restricted Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR. This right of entry is limited to non-exclusive Property access for FDEP to perform inspection and audit responsibilities of the Restricted Property. In accordance with Authority security policy and procedures, ingress, egress and access to the Restricted Property will be subject to escort by Authority personnel.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may

also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and the FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seised of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or a joinder and consent, or subordination of such interests, as applicable, is attached hereto.



By the Authority this 4<sup>th</sup> day of September, 2014.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

(Affix Corporate Seal)

By:



Robert I. Watkins, Chairman

ATTEST:

  
Victor D. Crist, Secretary

Signed, sealed, and delivered  
in the presence of:

  
Witness

**VIOLETTA CUMMINS**

Print Name

  
Witness

**LOURDES M. SWOPE**

Print Name

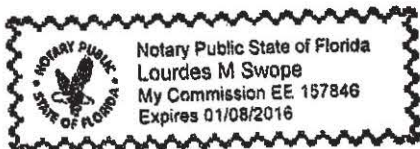
**LEGAL FORM APPROVED:**

By:   
David Scott Knight, Assistant General Counsel

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Sept., 2014, by Robert I. Watkins, in the capacity of Chairman, and by Victor D. Crist, in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.



  
Signature of Notary  
**LOURDES M. SWOPE**

Print, Type, or Stamp Commissioned Name of Notary

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:

Approved as to form by:

Toni L. Sturtevant

Toni Sturtevant, Asst. General Counsel  
Florida Department of Environmental Protection  
Office of General Counsel

Mary E. Yeargan  
MARY YEARGAN,  
Director of District Management

Dept. of Environmental Protection  
Southwest District  
13051 North Telecom Parkway  
Temple Terrace, Florida 33637-0926

Signed, sealed, and delivered in the presence of:

Kelley M. Boatwright  
Witness Signature

Kelley M. Boatwright  
Printed Name

9/11/14  
Date

Tiwa L. Madrid  
Witness Signature

TIWA L. MADRID  
Printed Name

9/11/2014  
Date

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of September 2014, by JILL CREECH, who is personally known to me.



Rhonda Hughes  
Notary Public, State of Florida at Large

Exhibit A

Legal Description of Restricted Property

A parcel of land lying in Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 9, Township 29 South, Range 18 East; thence run along the centerline of said Section 9 North 00°47'33" East, a distance of 781.93 feet, thence leaving said centerline of Section, run North 87°56'56" West, a distance of 1332.76 feet to the Point of Beginning; thence continue North 87°56'56" West, a distance of 990.00 feet, thence run North 02°03'04" East, a distance of 1280.00 feet; thence run South 87°56'56" East, a distance of 245.00 feet; thence run North 02°03'04" East, a distance of 280.00 feet; thence run South 87°56'56" East, a distance of 745.00 feet; thence run South 02°03'04" West, a distance of 1560.00 feet to the Point of Beginning.

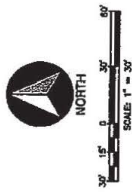
**Exhibit B**

**Survey**

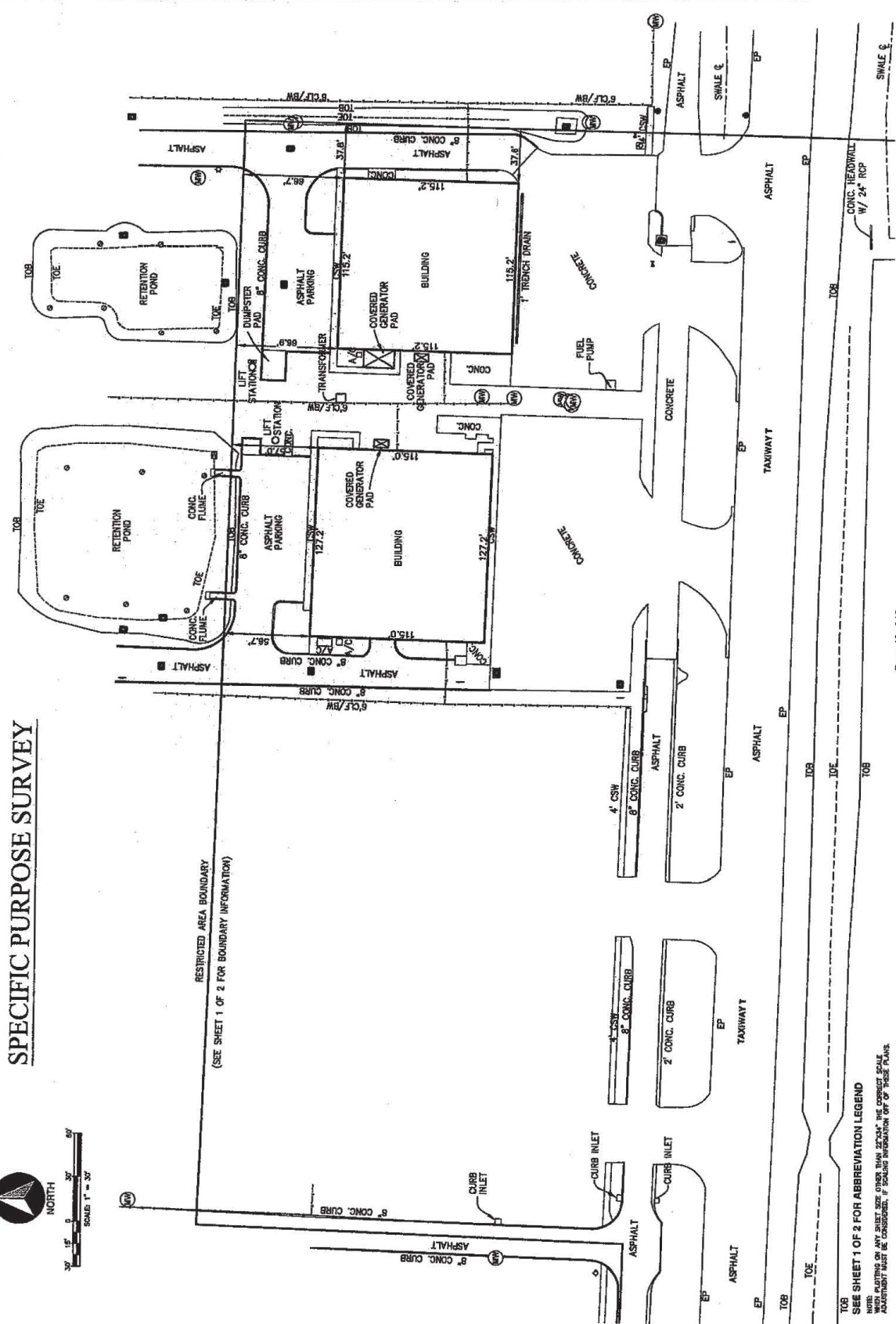


SECTION 9, TOWNSHIP 29 SOUTH, RANGE 18 EAST  
HILLSBOROUGH COUNTY, FLORIDA

# SPECIFIC PURPOSE SURVEY



RESTRICTED AREA BOUNDARY  
(SEE SHEET 1 OF 2 FOR BOUNDARY INFORMATION)



**ATI**  
COMPANIES  
Surveying & Mapping

LICENSED SURVEYORS NO. 7716  
1410 CENTRAL AVENUE, SUITE 100, TALLAHASSEE, FL 32310  
TEL: (904) 225-0288 FAX: (904) 225-2677

NO.	DATE	DESCRIPTION
001/17/18	01/17/18	PROJECT BOUNDARY & TOTAL RESECTION
002/17/18	02/17/18	REVISION

PREPARED FOR:  
**ACCOM**  
320 EAST SOUTH STREET  
ORLANDO, FLORIDA 32801  
TELEPHONE: (407) 304-4400 FAX: (407) 304-4401

PROJECT NAME:  
**TAMPA INTERNATIONAL AIRPORT  
RESTRICTED AREA FOR CONDITIONAL SRCO  
TAMPA, FLORIDA**

P.L.	220254
SCALE	1"=30'
DATE	1/23/18
ORDER NO.	146
DATE	1/23/18
DRAWN BY	TLS
CHECKED BY	PJL

SEE SHEET 1 OF 2 FOR ABBREVIATION LEGEND  
NOTES:  
1. THIS SURVEY IS A PRELIMINARY SURVEY AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.  
2. ANY ADJUSTMENT MUST BE APPROVED BY THE SURVEYOR AND THE CLIENT.

**JOINDER AND CONSENT OF TENANT**  
**KNOW ALL MEN BY THESE PRESENTS:**

That BDFS, Inc., a non-commercial hangar facility at Tampa International Airport, whose mailing address is PO Box 172117, Tampa, FL 33672 (hereinafter Tenant), hereby certifies that it is the Tenant of that certain Lease dated December 4, 2003, and recorded December 17, 2003 in Official Records Book 13400, at page 0672, of the Public Records of Hillsborough County, Florida (hereinafter Lease) which encumbers the property described on Exhibit "A" attached hereto and incorporated herein, owned by Hillsborough County Aviation Authority, Tampa International Airport, Tampa, FL 33622, as owner of the real property (hereinafter Owner). The Tenant hereby joins in and consents to the granting of the Declaration of Restrictive Covenant by the Owner to the Florida Department of Environmental Protection and agrees that the Tenant of the Lease joins in and consents to the above referenced Declaration of Restrictive Covenant.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 9 day of September, 2014

TENANT, BDFS, Inc.

By: [Signature]  
Print Name: SCOTT ATWOOD  
Title: EVP

WITNESSES  
[Signature]  
Print Name: CHARLES BENHA  
[Signature]  
Print Name: Sharon Nolan

STATE OF FLORIDA  
COUNTY OF Hillsborough

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2014, by Scott Atwood, as EVP of BDFS, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

Notary Public, State of Florida  
[Signature] Sharon Nolan  
Printed Notary Name  
Commission No. FF 045785  
My Commission Expires: 12-15-2017




**JOINER AND CONSENT OF TENANT**  
**KNOW ALL MEN BY THESE PRESENTS:**


That DeBartolo Aviation, LLC, a non-commercial hangar facility at Tampa International Airport, whose mailing address is 15436 North Florida Avenue, Suite 200, Tampa, FL, 33613, hereby certifies that it is the Tenant of that certain Lease dated June 6, 2002, and recorded May 24, 2005 in Official Records Book 15037, at page 1939, of the Public Records of Hillsborough County, Florida (hereinafter Lease) and Candybar Aviation, LLC hereby certifies it joined the Lease on June 10, 2008, which Lease encumbers the property described on Exhibit "A" attached hereto and incorporated herein, owned by Hillsborough County Aviation Authority, Tampa International Airport, Tampa, FL 33622, as owner of the real property (hereinafter Owner). DeBartolo Aviation, LLC and Candybar Aviation, LLC (hereinafter collectively Tenants) hereby join in and consent to the granting of the Declaration of Restrictive Covenant by the Owner to the Florida Department of Environmental Protection and agree that the Tenants of the Lease join in and consent to the above referenced Declaration of Restrictive Covenant.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 11th day of September, 2014.

TENANT, DeBartolo Aviation, LLC

By:   
Print Name: James D. Palermo  
Title: Executive Vice President

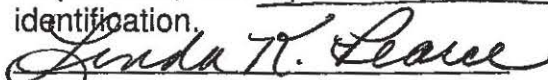
WITNESSES

  
Print Name: Tanna L. Hawkins

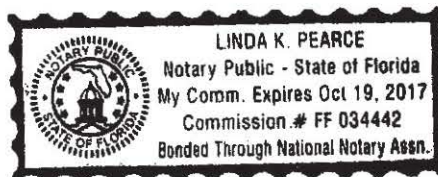
  
Print Name: INGA S. BARTLETT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The forgoing instrument was acknowledged before me this 11th day of September 2014, by James D. Palermo, as Executive Vice President of DeBartolo Aviation, LLC, a Delaware limited liability company, on behalf of the corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida

Printed Notary Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





TENANT, Candybar Aviation, LLC

WITNESSES

By: [Signature]  
Print Name: James D. Palermo

Title: Executive Vice President

[Signature]  
Print Name: Tanna L. Hawkins

[Signature]  
Print Name: INGA S. BARTLETT

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The forgoing instrument was acknowledged before me this 11th day of September 2014, by James D. Palermo, as Executive Vice President of Candybar Aviation, LLC, a Delaware limited liability company, on behalf of the corporation, who is personally known to me or who produced as identification.

[Signature]  
Notary Public, State of Florida

Printed Notary Name \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

