

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE WITH IMPROVEMENTS

CSX TRANSPORTATION, INC.

TAMPA INTERNATIONAL AIRPORT

Board Date: _____

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

TABLE OF CONTENTS

<u>Number</u>	<u>Article Title</u>
1	Recitals
2	Premises
3	Uses and Restrictions
4	Term
5	Payments
6	Obligations of Company
7	Maintenance and Repair
8	Improvements and Alterations by Company
9	Title To Improvements
10	Default and Termination
11	Disclaimer of Liens
12	Utilities
13	Ingress and Egress
14	Indemnification
15	Insurance
16	Property Damage
17	Compliance with Laws, Regulations, Ordinances, and Rules
18	FAA Approval
19	Environmental
20	Americans with Disabilities Act
21	Non-Discrimination
22	Right to Develop Airport
23	Right of Entry
24	Right of Flight
25	Property Rights Reserved
26	Signs
27	Mortgage Rights of Company

TABLE OF CONTENTS (continued)

<u>Number</u>	<u>Article Title</u>
28	Occupational Map, Assignment and Subleasing
29	Company Tenancy
30	Condemnation
31	Surrender of Premises
32	No Acceptance of Surrender
33	Personal Property
34	Applicable Law and Venue
35	Waiver of Claims
36	Personal Liability
37	Force Majeure
38	Invalidity of Clauses
39	Headings
40	Notices and Communications
41	Subordination to Trust Agreement
42	Federal Right to Reclaim
43	Radon Gas and Other Property Condition Notifications
44	Agent for Service of Process
45	Relationship of the Parties
46	Miscellaneous
47	Time is of the Essence
48	Authority Approvals
49	Complete Agreement
50	Enjoyment
Exhibit A	General Location of Premises
Exhibit B	Premises Legal Description and Sketch

GROUND LEASE WITH IMPROVEMENTS
TAMPA INTERNATIONAL AIRPORT

THIS GROUND LEASE WITH IMPROVEMENTS ("Agreement") 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 CSX TRANSPORTATION, INC., a corporation organized under the laws of the Commonwealth of Virginia 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 Company owns and operates a freight rail transportation system and conducts freight transportation operations; and

WHEREAS, Authority owns certain land near the Airport including a 150-foot wide north/south railroad spur consisting of approximately 50.23 acres with associated railroad track which commences at a point where wye tracks intersect but do not cross Company's east-west main line (also known as Clearwater Subdivision) just south of Linebaugh Avenue and continues in a southerly direction to its terminus at Hillsborough Avenue ("Railroad Corridor"); and

WHEREAS, Authority has leased land within the Railroad Corridor to Company since 1956 in support of Company's freight rail transportation operations to and from businesses located along and adjacent to the Railroad Corridor; and

WHEREAS, Company's current leased premises comprise the center 50-feet of the Railroad Corridor and include the railroad track improvements, all of which are considered germane to Company's operations; and

WHEREAS, Company's current lease expires on October 31, 2023; and

WHEREAS, since the remainder of the Railroad Corridor located outside of the center 50-feet is untenable ("Adjacent Area"), Company has agreed to include some portion of the Adjacent Area as part of leased premises, including maintenance and liability obligations, excepting certain excess areas in the vicinity of the wye tracks and certain premises under direct leases between the Authority and third parties; and

WHEREAS, Authority and Company acknowledge and recognize that Authority desires to make the Railroad Corridor available for mass transit in the future; and

WHEREAS, Company agrees to cooperate with Authority to abandon freight rail services on the Premises and/or accommodate mass transit upon notice of termination of this Agreement, as further provided herein; and

WHEREAS, Authority and Company agree to enter into a new lease in support of Company's freight rail transportation business;

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

ARTICLE 1
RECITALS

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

ARTICLE 2
PREMISES

Exclusive Use Premises

- 2.1 Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority certain real property designated for Company's exclusive use, subject to the terms and conditions sated in this Agreement, comprised of approximately 50.23 acres, more or less, within the Railroad Corridor consisting of the center 50-feet of the Railroad Corridor and two 50-foot wide wye track corridors at the northern end of the Railroad Corridor ("Center Area"), the Adjacent Area, and associated railroad track located thereon (collectively referred to as "Premises"). The location of the Premises is generally depicted in Exhibit A and more particularly depicted and legally described in Exhibit B, both of which are attached hereto and incorporated herein. The Premises is located in close proximity to the Airport but is not located within that part of Authority-owned property used for and in support of aviation or aeronautical activities.
- 2.2 The Premises are leased to Company in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, without representation or warranty by Authority except as otherwise provided elsewhere herein.

ARTICLE 3
USES AND RESTRICTIONS

3.1 Permitted Uses

Company will use the Premises solely and exclusively for the operation of Company's freight rail transportation system. Company will not use the Premises for any other purpose or use unless approved in writing by the Authority and in compliance with all applicable governmental laws.

3.2 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 use as described in this Article, unless approved in advance in writing by Authority.
- B. Except as specifically provided in Section 28.2 of this Agreement, Company is expressly prohibited from subletting; co-opting; granting easements, licenses, or permits, or entering into any other arrangement for non-railroad purposes that would result in the ownership, lease, or use of the Premises by an entity or individual other than Company.
- C. 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, electrical, or other systems installed or located from time to time on the Premises; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures nor any applicable Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives, as such may be amended or revised from time to time.
- D. Company will not park or store any of its operational or disabled vehicles on any area other than the Premises. In the event Company fails to remove any of its operational or disabled vehicles, after sixty (60) days' notice, Authority may, but will not be obligated to, cause the removal of such vehicles. Company will pay to Authority, upon receipt of invoice, the costs incurred for such removal plus ten percent (10%). Nonpayment of such invoice will be deemed a default of this Agreement.
- E. Company will not be permitted to install underground fuel storage tanks or irrigation or portable water wells of any kind.
- F. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally

attendant upon operations permitted by this Agreement. If such act or failure to act on the part of Company will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

- G. Any and all rights and privileges not specifically granted to Company for its use of and operations on Authority-owned property pursuant to this Agreement are hereby reserved for and to Authority.
- H. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- I. The rights and privileges granted to Company pursuant to this Article will be subject to any and all applicable Policies, Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- J. Company will not use, or permit any use, generally associated with (1) illegal gambling activities, (2) the placement of cell towers or antennae, except for the sole use for Company's railroad operations as approved and permitted, (3) the placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Agreement.

3.3 Restrictions on Use of Premises

Other than those areas used for the purpose of egress and ingress to and from the Premises, all operations will be conducted on the Premises as shown in Exhibit B.

ARTICLE 4

TERM

4.1 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by Authority ("Effective Date").

4.2 Term

The Term of this Agreement will commence November 1, 2023 and will continue until October 31, 2033, unless terminated earlier as provided herein.

4.3 Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for two, five-year periods upon written request by Company at least 180 days prior to Agreement's expiration and written acceptance by Authority's Chief Executive Officer or designee. The rents for each renewal option will include the Premises and will be determined in accordance with Section 5.5. Such renewals will be effective by letter without formal amendment to this Agreement.

4.4 Holding Over

If Company continues to occupy the Premises after the expiration of the initial Term and/or any approved renewals, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from month to month on the same terms and conditions as contained in this Agreement then in effect; provided, however, that the rents payable for each one (1) month holding over period will equal two hundred percent (200%) of the total monthly rents then in effect. Said holding over period and rents will continue until either Party gives the other Party one hundred eighty (180) days prior written notice of termination.

4.5 Commencement of Rent

The rents, fees and other charges due hereunder will commence on November 1, 2023 ("Commencement Date") and will continue throughout the Term of this Agreement and any renewal periods unless this Agreement is terminated as provided in this Article.

4.6 Termination

A. This Agreement may be terminated by Authority prior to expiration of the Term, with or without cause, on or after the twelfth anniversary of the Effective Date, upon written notice to Company, except that if termination is needed to accommodate an aviation purpose or at the request of the Federal Aviation Administration (FAA), termination may occur at any time. Upon receipt of Authority's notice of termination, Company shall use diligent efforts to obtain abandonment authority of freight rail service on the Premises by the Surface Transportation Board ("STB") within 36 months from the date of Authority's notice of termination. If Company does not obtain STB abandonment authority within 36 months of Authority's notice, Company and Authority agree that this Agreement shall become non-exclusive and that freight rail and mass transit, which may include commuter rail, light rail, or bus rapid transit, may co-exist on the Premises, pursuant to appropriate agreement(s), with the agency developing the mass transit system. If existing track cannot be used, the

mass transit system may be located adjacent to existing track consistent with Federal Rail Administration regulations. In either case, such mass transit system shall be accommodated by Company as the primary use of the Premises for the period of time necessary to consummate abandonment, except that the agency developing the mass transit system shall be responsible for compliance with Federal Rail Administration separation requirements. If the Premises are used for mass transit, the Premises, rent and other obligations hereunder will be adjusted proportionately to non-exclusive use by amendment of this Agreement. The effective date of termination of this Agreement pursuant to this paragraph shall be the date abandonment is consummated.

- B. This Agreement may be terminated by Company prior to expiration of the Term, with or without cause, on or after the twelfth anniversary of the Effective Date, upon 6 calendar months' written notice to Authority. Any defaults existing upon notice of lease termination by Company shall be cured before termination. In the event any such notice of termination is given under this paragraph, the termination of this Agreement will be effective 6 calendar months from the date of the notice or such date set forth in the notice of termination, if later.
- C. If this Agreement is not terminated prior to the expiration of the Term, as provided in Subsections A or B above, then on or before 36 months prior to the expiration date of this Agreement, Company agrees to commence abandonment of rail service on the Premises by the STB and shall complete abandonment on or before the expiration date of this Agreement.

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, taxes, and charges on or before the first day of each and every month throughout the Term and any renewal options for the Premises. For any period of less than one calendar month that this Agreement is in effect, the rents will be calculated on a pro rata basis.

5.1 Rent for Premises

The total annual rent for the Premises for the lease period November 1, 2023 through October 31, 2024 is \$845,310.00, payable in monthly installments of \$70,442.50, plus applicable taxes, on or before the first day of the month, in advance without demand. Annual rent for the first ten years will increase in accordance with the chart below:

Year	Annual Rent	Monthly Rent
1	\$ 845,310.00	\$ 70,442.50
2	\$ 921,409.31	\$ 76,784.11
3	\$ 997,508.62	\$ 83,125.72
4	\$ 1,073,607.93	\$ 89,467.33
5	\$ 1,149,707.24	\$ 95,808.94
6	\$ 1,184,198.47	\$ 98,683.21
7	\$ 1,219,724.42	\$ 101,643.70
8	\$ 1,256,316.15	\$ 104,693.01
9	\$ 1,294,005.64	\$ 107,833.80
10	\$ 1,332,825.81	\$ 111,068.82

5.2 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 Agreement, it being expressly understood and agreed by the Parties that the payment of rents, fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

5.3 Interest on Delinquent Charges or Fees

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

5.4 Triple Net Basis

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

5.5 Rent Adjustment

Effective upon the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date during the Term and any renewal options, the annual rents for the Premises will increase in accordance with the chart in Section 5.1 above. However, on the tenth anniversary of

the Effective Date of this Agreement and on every subsequent five-year anniversary of the Effective Date of this Agreement, the rents for the Premises 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 Agreement year. The adjusted rents will then be increased three percent (3%) each succeeding year until the next five-year anniversary. This cycle will continue throughout the Term and any renewal options.

5.6 Place of Payments

Company will submit all rents, fees, and other charges and billings required by this Agreement as designated in the Notices and Communications Article.

ARTICLE 6
OBLIGATIONS OF COMPANY

6.1 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 to be offensive to others at or near the Premises or elsewhere on the Airport.

6.2 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 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.

6.3 Nuisance

Company will not commit any nuisance, waste, or injury on the Premises or elsewhere on the Airport and will not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste, or injury. The parties recognize that Company has used the Premises for its freight rail transportation operations since 1956 and that such use in and of itself does not constitute a violation of this Article.

6.4 Flammable Liquids

Company will not keep or store flammable liquids within any covered or enclosed portion of the Premises without the prior written approval of Authority. 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 the Underwriters Laboratories. The foregoing does not preclude the transport of liquids in the normal course of business in accordance with applicable laws.

6.5 Permits and Licenses

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

6.6 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.

6.7 Taxes

Company will bear, at its own expense, all costs of operating its business including all applicable sales, use, tangible, 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. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any tax is payable, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days in such tax year. 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.

6.8 Vapor or Smoke

Company will not create nor permit to be caused or created upon the Premises or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Agreement. The Parties recognize that Company has used the Premises for its freight rail transportation operations since 1956 and that such use in and of itself does not constitute a violation of this Article.

ARTICLE 7

MAINTENANCE AND REPAIR

7.1 Authority's Responsibilities

Authority will not be liable for or required to make any repairs or perform any maintenance upon the Premises and the improvements thereon. Authority retains the right, after giving advance notice to Company, to enter upon the Premises to perform any repair thereon, including utilities, which serves, in whole or in part, areas other than the Premises.

7.2 Company's Responsibilities

Company will, throughout the Term, assume responsibility for all repair and maintenance on the Premises and the improvements thereon, whether such repair or maintenance is ordinary or extraordinary. The Parties acknowledge and agree that all duties and responsibilities imposed upon an owner of track pursuant to 49 CFR Part 213 entitled Track Safety Standards are hereby assigned in full to Company and Company agrees to comply with all applicable federal track safety standards. Company further agrees to submit any written notification of such assignment to the appropriate Federal Railroad Administration ("FRA") regional office as may be required pursuant to 49 CFR Part 213. In addition to the requirements of 49 CFR Part 213, and without limiting the generality hereof, Company will:

- A. Control vegetation within the Center Area so that it does not become a fire hazard to track-carrying structures, obstruct visibility of railroad signs and signals along the right-of-way, and at highway-rail crossings, interfere with railroad employees performing normal trackside duties, prevent proper functioning of signal and communication lines, or prevent railroad employees from visually inspecting moving equipment from their normal duty stations. Company will maintain the track in accordance with FRA safety standards, as may be amended, supplemented or modified from time to time, to not less than an "excepted" track standard, at Company's sole discretion, based upon Company's operating requirements and objectives for use of the Premises. This standard allows for an operating speed for freight trains of ten (10) miles per hour and a gage requirement of not more than

four feet ten and one quarter inches (4'-10 ¼ "). The rail gage is the distance between the inner sides of the two parallel rails measured at right angles.

- B. Make quarterly inspections for obstructions and debris on the Adjacent Area. Company will promptly remove from the Adjacent Area or otherwise dispose of in a manner approved by Authority all garbage, debris, illegal dumping, abandoned vehicles, and any other waste materials, whether solid or liquid and whether placed on the Adjacent Area by Company or others. Company will resolve any code violations or issues raised by any public entity having jurisdiction within 30 days of Company's receipt of such notice.
- C. Keep any garbage, debris or waste which 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 effecting removal of all such waste.
- D. Keep the Premises and all the Company's fixtures, equipment, and personal property that are located in any part of the Premises open to or visible by the general public, in a clean and orderly condition and appearance.
- E. 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 to any improvements, 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
- F. Be responsible for the maintenance and repair of all utilities serving Premises for railroad purposes including but not limited to water, gas, electrical power, telephone, sanitary sewer, and storm sewer that are now or that may be subsequently located upon the Premises.
- G. Notwithstanding the foregoing, the Parties agree the existing vegetative border situated within the Adjacent Area serves as a barrier to ready access onto the Premises and tracks by persons or animals and will remain in its current state.

7.3 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance responsibilities, the Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided the Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of 30 days within which to correct the failure. Notwithstanding anything to the contrary in this Agreement, 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 within 30 days from the date of the invoice. Failure of Company to pay will be a condition of default of this Agreement.

ARTICLE 8

IMPROVEMENTS AND ALTERATIONS BY COMPANY

8.1 Written Approval

Company will make no improvements or alterations whatsoever to the Premises without the prior written approval of Authority through an Authority 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. In accordance with the procedures set forth in this Article, Company may construct additional siding off the main spur track branching from the Premises to serve adjacent industries and for any other proper and appropriate railroad purposes. Said additional sidings are to be owned by Company, and Company will remove such additional sidings from the Premises upon the termination of this Agreement.

8.2 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 United States, State of Florida, Hillsborough County, City of Tampa and Authority.
- B. Company agrees that all construction 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 the Company or were required by Authority or any other regulatory agency.

- E. Company agrees to be solely responsible for any damage to Premises or Airport resulting from Company's construction of improvements or alterations.

ARTICLE 9

TITLE TO IMPROVEMENTS

Except for additional sidings installed by Company (with or without the consent of Authority) in accordance with the Improvements and Alterations By Company Article above, all fixed improvements of whatever kind or nature, including but not limited to, the main spur track, ties, bridges, signals, fencing, landscaping, paving and the like which, under the laws of the State of Florida, are part of the realty, and all equipment installed upon the Premises, with or without consent of Authority, will become and be deemed to be the property of the Authority upon termination of the Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises, or at Authority's sole option, Authority may require Company to remove the improvements and restore the Premises to its original condition. Title to all personal property, furnishings, additional sidings installed by Company, wireless access points and trade fixtures will be and remain with Company and will be removed from the Premises upon termination or expiration of this Agreement. Company will pay any costs associated with the restoration of the Premises to its original condition upon such removal.

ARTICLE 10

DEFAULT AND TERMINATION

10.1 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between the 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 287.133 concerning criminal activity on contracts with public entities.

10.2 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, which shall be extended by Authority in its sole discretion if Company is diligently and continuously pursuing the cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due, or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of Agreement; or
- B. Treat Agreement as remaining in existence, curing Company's default by performing or paying the obligation which Company has 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 4 percent (FRBNY prime +4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law; or
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises whereupon all rights and interest of Company in the Premises will end.

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

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

10.3 Continuing Responsibilities of Company

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

10.4 Company's Remedies

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

ARTICLE 11

DISCLAIMER OF LIENS

The interest of Authority in the Premises 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 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 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 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. Company, at Company's expense, will 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

During the Term of this Agreement, Company agrees to pay the full cost and expense associated with the usage of all utilities related to its use of the Premises. Should Company require utilities beyond what are currently provided at the Premises, Company agrees to pay the full cost and expense associated with the installation, metering, and usage of all utilities related to its use of the Premises and to comply with all applicable code provisions required by Hillsborough County, City of Tampa or Authority for maintaining such services.

ARTICLE 13

INGRESS AND 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 the Premises, 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 which 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 Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

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

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

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and

volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

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

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

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence,

recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article or Agreement will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 15
INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. 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 the work performed pursuant to this Agreement 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 Agreement.

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

The minimum limits of insurance covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of the Premises by, or on behalf of, the Company in connection with this Agreement. 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	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

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 Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
---	-------------

D. Waiver of Subrogation

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

E. Conditions of Acceptance

The insurance maintained by the Company, under its self-insurance program, must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on the Authority website at www.TampaAirport.com
> Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

ARTICLE 16
PROPERTY DAMAGE

16.1 Partial Damage

In the event 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 commence repairs immediately and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

16.2 Extensive Damage

In the event damages as referenced in Section 16.1 of this Article are so extensive as to render a significant portion of the Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof and commence repairs immediately and will

diligently and continuously prosecute the same to full completion at Company's own cost and expense.

16.3 Complete Destruction

In the event damages as referenced in Section 16.1 of this Article are so extensive as to render the entire Premises untenable, and the Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof. Within 30 days, Authority will advise Company in writing of its decision as to whether Company must repair, replace, or reconstruct the Premises or must distribute the insurance proceeds in accordance with Subsection 16.6.B. of 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 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.

16.4 Limits of Authority's Obligations Defined

Authority will not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises and/or Company's Improvements, regardless of the cause of damage or destruction.

16.5 Waiver of Subrogation

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

16.6 Insurance Proceeds

A. Rebuilding

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

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

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

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

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

B. Not Rebuilding

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

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

C. Due to Company's labor agreements, any work performed as described in this Section shall be completed by the Company.

ARTICLE 17

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND 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 thirty days of written notice.

ARTICLE 18
FAA APPROVAL

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

ARTICLE 19
ENVIRONMENTAL

19.1 General Conditions

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

- A. Company is knowledgeable of and agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.

- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.

- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 72 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 that Company fails to rectify within the cure period established in the Default and Termination Rights Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

19.2 Environmental Considerations

Company, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- A. 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 there under, 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.

- B. 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.
- C. At the end of the Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of the Agreement.

19.3 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" 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 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.

19.4 Prior Contamination

Nothing in this Article will be construed to make Company liable in any way for any contamination or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to Company's entry upon the Premises in 1956 or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

19.5 Off-Site Contamination

Nothing in this Article will be construed to make Company liable in any way for any contamination 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 contamination that is not attributable to Company's activities at the Premises.

19.6 Stormwater

Notwithstanding any other provisions or terms of this Agreement, certain properties within 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 the Company, if any.

19.7 Environmental Inspection at End of Agreement Term

A. At least 120 days before the expiration or early termination of the Term, or renewal Term, if any, as provided herein, Company will conduct an environmental inspection and examination of the Premises. Authority's staff may also conduct a site inspection. If warranted by the findings of Company or Authority's inspection or if requested by the Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to the Authority who will report the findings to the 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 Premises have been impacted by the release of Hazardous Substances or hazardous waste is detected as a result of Company's occupancy as described herein, 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 law to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

- B. B. If Authority is unable to lease the Premises following the termination or expiration of this Agreement due to the environmental condition of the Premises as described in paragraph 19.7.A., Company will pay for lost rent or lost use to Authority, in addition to any other damages for which Company is liable.
- C. The firm conducting cleanup work must be acceptable to Authority, and the methodology used by such firm will be consistent with engineering practices and methods required by the state of Florida or the United States government and be reasonably acceptable to Authority.

ARTICLE 20

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 21

NON-DISCRIMINATION

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

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

21.1 Civil Rights – General – 49 USC § 47123

- A. Compliance:

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

- B. Duration:

1. This provision obligates Company for the period during which the property is owned, used or possessed by Company and the Airport remains obligated to the

FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. This provision also obligates Company or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Company or any transferee for the longer of the following periods:
 - (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which Authority or any transferee retains ownership or possession of the property.

21.2 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) **Compliance with Regulations:** Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (2) **Non-Discrimination:** Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 21.2(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including

procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

- (4) Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Non-compliance: In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) Incorporation of Provisions: Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration

Company must comply with this Article during the period during which Federal financial assistance is extended to Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates Company for the longer of the following periods:

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

ARTICLE 22

RIGHT TO DEVELOP AIRPORT

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

ARTICLE 23
RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health and monitoring of Company's compliance with the terms of this Agreement. Authority may at any time during the Term hereof, upon forty-eight (48) hours' notice and with Company's representative, enter upon the Premises and Company's Improvements, and at any time during the last year of the Term or in the event of default, show the Premises and Company's Improvements to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 24
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 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 (excluding railroad facilities 25 feet or less aboveground), 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 25
PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon, of which said Premises are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required

as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 26

SIGNS

26.1 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.

26.2 Removal

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

ARTICLE 27

MORTGAGE RIGHTS OF COMPANY

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

ARTICLE 28

OCCUPATIONAL MAP, ASSIGNMENT AND SUBLEASING

28.1 Occupational Map

As a condition of entering into this Agreement, Company agrees to provide Authority prior to the Effective Date of this Agreement an occupational map illustrating all utilities and crossings affecting the Premises as of the Commencement Date of this Agreement.

28.2 Assignment and Subleasing

Company will not assign or sublease the Premises without the prior written consent of Authority, except as follows:

- A. Company may process, coordinate, and grant lateral wire and utility crossings within an existing public right of way intersecting the Premises. Company must provide Authority written notice within ten business days of Company's intent to grant any crossing. Such notice will include the exact location, purpose, and identity of the crossing party. Company

may only assess the crossing party for fees and costs actually incurred by Company to review and process such crossing requests.

- B. Company may enter into subleases within the Premises for the purpose of accommodating rail service to a business located adjacent to the Premises and served by Company. Any sublease agreement must terminate concurrently with this Agreement (whether by expiration, termination, or otherwise) and contain a cancellation without cause provision upon 60 days' written notice. Within 30 days of entering a sublease agreement pursuant to this paragraph, Company will provide Authority a copy of the sublease agreement which will include a map showing the location of the subleased premises.

ARTICLE 29

COMPANY TENANCY

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

ARTICLE 30

CONDEMNATION

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

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

separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 31

SURRENDER OF PREMISES

Subject to the Title to Improvements Article above, Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term in the same condition as existed at the Commencement Date, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises at the conclusion of the Term. Failure on the part of Company to remove its personal property within 60 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. Provided the Company is diligently and continuously pursuing removal, such timeframe shall be extended by the Authority at its sole discretion. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of the payment of any rents due under this Agreement, Authority will have a lien for such rents upon any property found upon the Premises in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises without the written approval of Authority.

ARTICLE 32

NO ACCEPTANCE OF SURRENDER

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

ARTICLE 33

PERSONAL PROPERTY

Any personal property of Company or others placed in the Premises will be at the sole risk of the 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 the Authority.

ARTICLE 34
APPLICABLE LAW AND VENUE

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

ARTICLE 35
WAIVER OF CLAIMS

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

ARTICLE 36
PERSONAL LIABILITY

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

ARTICLE 37
FORCE MAJEURE

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

ARTICLE 38
INVALIDITY OF CLAUSES

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

ARTICLE 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 Agreement. 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 33622-2287
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:

CSX TRANSPORTATION, INC.
500 WATER STREET, J-180
JACKSONVILLE, FLORIDA 32202
ATTN: MANAGER, LEASED ASSETS

OR

(HAND DELIVERY)
CSX TRANSPORTATION, INC.
5656 E. ADAMO DRIVE
TAMPA, FLORIDA 33619

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 30 days following any change in Company's representative, Company's name, or Company's address indicated above.

ARTICLE 41
SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 42
FEDERAL RIGHT TO RECLAIM

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

ARTICLE 43
RADON GAS NOTIFICATION AND OTHER PROPERTY CONDITION NOTIFICATIONS

- 43.1 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.
- 43.2 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 > 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 Agreement and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the registered mailing of such complaint and process to Company at the address set out in this Agreement and that such service will constitute valid service upon Company as of the date of mailing and Company will have 30 days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 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 all genders.

ARTICLE 47
TIME OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 48
AUTHORITY APPROVALS

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

ARTICLE 49
COMPLETE AGREEMENT

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

ARTICLE 50
ENJOYMENT

Authority represents and warrants that Company will peaceably have, hold, and enjoy the Premises during the Term without hindrance or molestation from Authority, subject however, to:

- A. All the terms and provisions hereof and covenants, easements, and other encumbrances now affecting the Premises; and
- B. A proposed easement agreement between Authority and Hillsborough County that encumbers approximately 800 square feet within the Premises to accommodate drainage facilities known as "Occident Street Culverts, Project No. 2001-108-D", the purpose of which is to correct that certain grant of easement transaction between Company and Hillsborough County as recorded in O.R. Book 11525, Page 72 of the Public Records of Hillsborough County, Florida.

(THE REMAINDER OF THIS PAGE 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)

CSX TRANSPORTATION, INC.

Signed in the presence of:

Lynn Belcher
Witness Signature
Lynn Belcher
Print Name

Anne Murphy
Witness Signature
ANNE MURPHY
Print Name

By: Kevin Boone

Title: EVP Sales & Marketing

KEVIN BOONE
Print Name

500 Water Street
Print Address

Jacksonville FL 32207

CSX TRANSPORTATION, INC

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online

notarization, this 15th day of August, 2023, by Kevin Boone as
(name of person)
EVP Sales & Marketing for CSX
(type of authority) (name of party on behalf of whom instrument was executed)

Lynn M. Belcher
Lynn M. Belcher
(Signature of Notary Public, State of FL)
State of Florida
Comm# HH014203
Expires 6/24/2024

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

Personally known to me OR Produced Identification

Type of Identification Produced

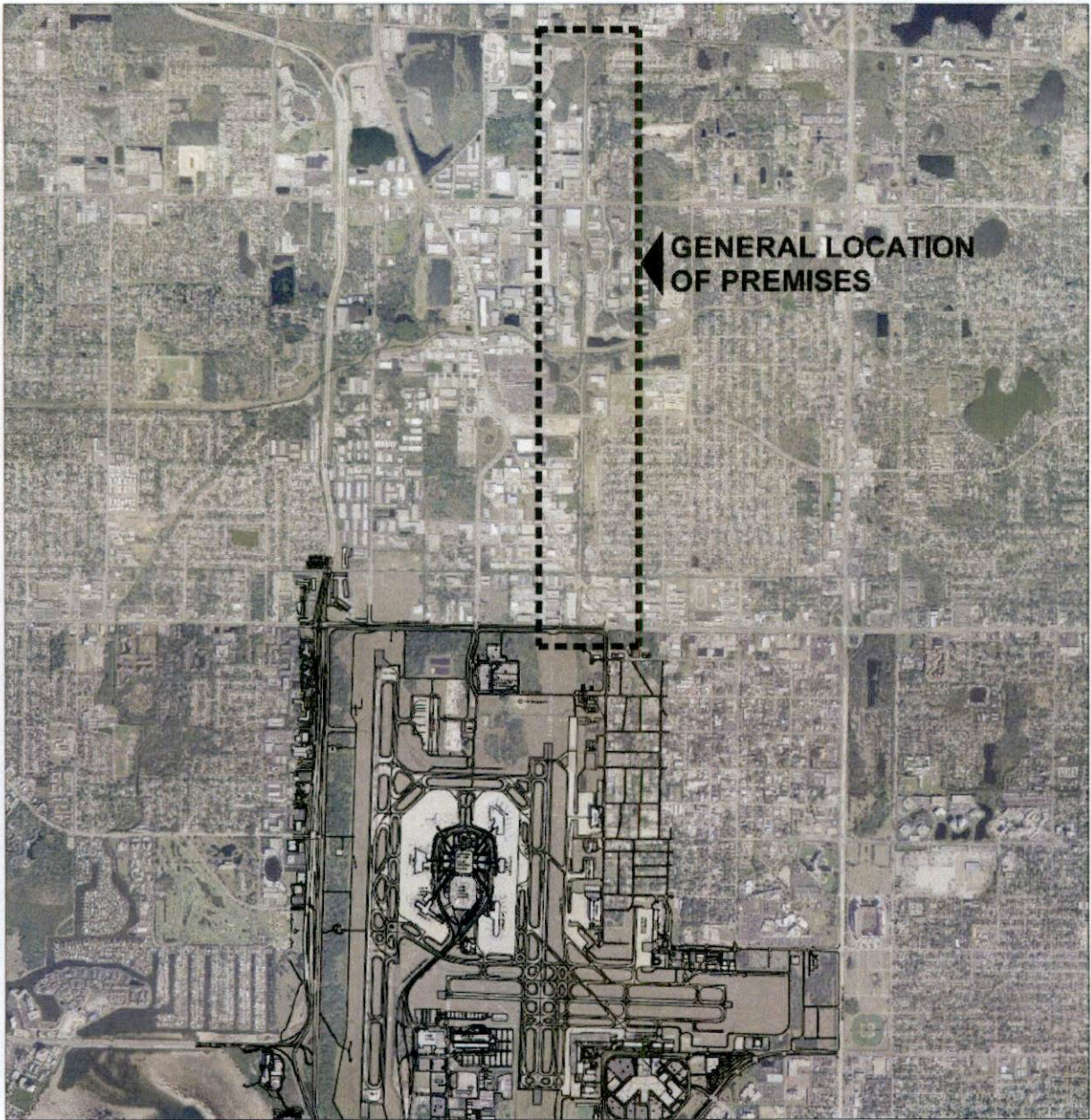


EXHIBIT A – PREMISES LOCATION

**CSX TRANSPORTATION, INC.
GROUND LEASE WITH IMPROVEMENTS**

MARCH 2023



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



SECTION 20, 29, & 32, TOWNSHIP 28 SOUTH, RANGE 18 EAST

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

DESCRIPTION

A portion of land lying within Sections 20, 29, and 32, Township 28 South, Range 18 East, more particularly described as follows:

Commence at the Southwest corner of Section 32, Township 28 South, Range 18 East; thence South 89°01'17" East along the South line of said Section 32 a distance of 2624.01 feet to the South Quarter corner of said Section 32; thence North 00°47'33" East along the East line of the Southwest Quarter of Section 32 a distance of 74.13 feet to a point on the Northerly right of way line of State Road 580, also known as Hillsborough Avenue; thence continue along said right of way line North 89°11'27" West a distance of 49.86 feet to the **POINT OF BEGINNING**; thence continue along said right of way line North 89°11'27" West a distance of 100.14 feet to a point on a line 150.00 feet West of and parallel to the East line of the Southwest Quarter of Section 32; thence along said line North 00°47'33" East a distance of 56.64 feet to the Southwest corner of the Newman Oil Lease Parcel; thence along the Southerly, Easterly and Northerly boundary of the said Lease Parcel the following three (3) courses: 1) South 89°20'57" East a distance of 13.11 feet, 2) North 00°48'53" East a distance of 50.57 feet, and 3) North 89°11'07" West a distance of 13.13 feet to a point on said parallel line; thence along said line North 00°47'33" East a distance of 2478.76 feet to the North line of the Southwest Quarter of Section 32; thence North 00°48'32" East a distance of 1113.84 feet along a line 150.00 feet West of and parallel to the East line of the Northwest Quarter of Section 32 to the Southwest corner of the J&R CO-OP Construction Lease Parcel; thence along the Southerly, Easterly and Northerly boundary of the said Lease Parcel the following three (3) courses: 1) South 87°01'59" East a distance of 25.75 feet, 2) North 02°58'01" East a distance of 115.56 feet and 3) North 87°01'59" West a distance of 30.10 feet to a point on said parallel line; thence along said line North 00°48'32" East a distance of 1422.51 feet to a point on the North line of the Northwest Quarter of Section 32; thence North 00°49'20" East along a line 150.00 feet West of and parallel to the East line of the Southwest Quarter of Section 29 a distance of 2674.60 feet to a point on the North line of the Southwest Quarter of Section 29; thence North 00°49'20" East along a line 150.00 feet West of and parallel to the East line of the Northwest Quarter of Section 29 a distance of 2650.05 feet to a point on the North line of the Northwest Quarter of Section 29; thence North 00°27'36" East along a line 150.00 feet West of and parallel to the East line of the Southwest Quarter of Section 20 a distance of 2666.07 feet to a point on the North line of the Southwest Quarter of Section 20; thence North 00°30'29" East along a line 150.00 feet West of and parallel to the East line of the Northwest Quarter of Section 20 a distance of 745.03 feet; thence leaving said line South 89°29'34" East a distance of 68.35 feet; thence North 00°19'33" West a distance of 98.96 feet to the beginning of a curve concave to the Southwest; thence along the arc of said curve, 957.35 feet, having a radius of 728.19 feet with a chord bearing of North 35°30'16" West, and a chord distance of 889.88 feet to a point on the Southerly line of the Seaboard Coast Line Rail Road right of way line; thence along said line South 87°00'03" East a distance of 150.91 feet to the beginning of a curve concave to the Southwest; thence along the arc of said curve, 714.93 feet, having a radius of 778.19 feet with a chord bearing South 35°59'44" East, and a chord distance of 690.05 feet to a point of cusp; thence 722.75 feet along the arc of a curve concave to the Southeast, having a radius of 819.67 with chord bearing North 42°49'18" East, and chord distance of 699.56 feet to a point of the Southerly line of the Seaboard Coast Line Rail Road right of way line; thence along said line South 86°57'44" East a distance of 147.10 feet to the beginning of a curve concave to the Southeast; thence along the arc of said curve, 1058.43, feet having a radius of 769.67 feet with chord bearing South 38°50'41" West, and chord distance of 976.98 feet to a non-tangent line; thence South 89°29'31" East a distance of 31.66 feet to a point of the East line of the Northwest Quarter of Section 20; thence along said line South 00°30'29" West a distance of 746.03 feet to the Northeast corner of the Southwest Quarter of Section 20; thence South 00°27'36" West along the East line of the Southwest Quarter of Section 29 a distance of 2665.70 feet to the North Quarter corner of Section 29; thence South 00°49'20" West along the East line of the Northwest Quarter of Section 29 a distance of 2649.26 feet to the Northeast corner of the Southwest Quarter of Section 29; thence South 00°49'20" West along the East line of the Southwest Quarter of Section 29 a distance of 2675.36 feet to the North Quarter corner of Section 32; thence South 00°48'32" West along the East line of the Northwest Quarter of Section 32 a distance of 2652.82 feet to the Northeast corner of the Southwest Quarter of Section 32; thence South 00°47'33" West along the East line of the Southwest Quarter of Section 32 a distance of 2157.85 feet to the Northeast corner of the Jerry Ulm Dodge Lease Parcel; thence along the Northerly and Westerly boundary of the said Lease Parcel the follow two (2) courses: 1) North 89°11'27" West a distance of 49.86 feet, 2) South 00°47'33" West a distance of 428.18 feet to the **POINT OF BEGINNING** Containing 50.23 acres, more or less.

(1) Basis of bearings are referenced to the Southerly boundary of the Southwest Quarter of Section 32, Township 28 South, Range 18 East, being South 89°01'17" East.

(2) Area for the center 50.00 feet and the wye tracks contains 18.15 acres, more or less

HCAA NO:
311 061 521 49



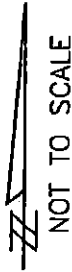
TBE GROUP, INC.
Engineers-Planners-Subsurface Utility Engineers
Surveyors and Mappers
380 Park Place Boulevard, Clearwater, Florida 33759
Telephone (727) 531-3505, Facsimile (727) 431-1701
Certificate of Authorization LB 6408
State of Florida

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



SECTION 20, 29, & 32, TOWNSHIP 28 SOUTH, RANGE 18 EAST

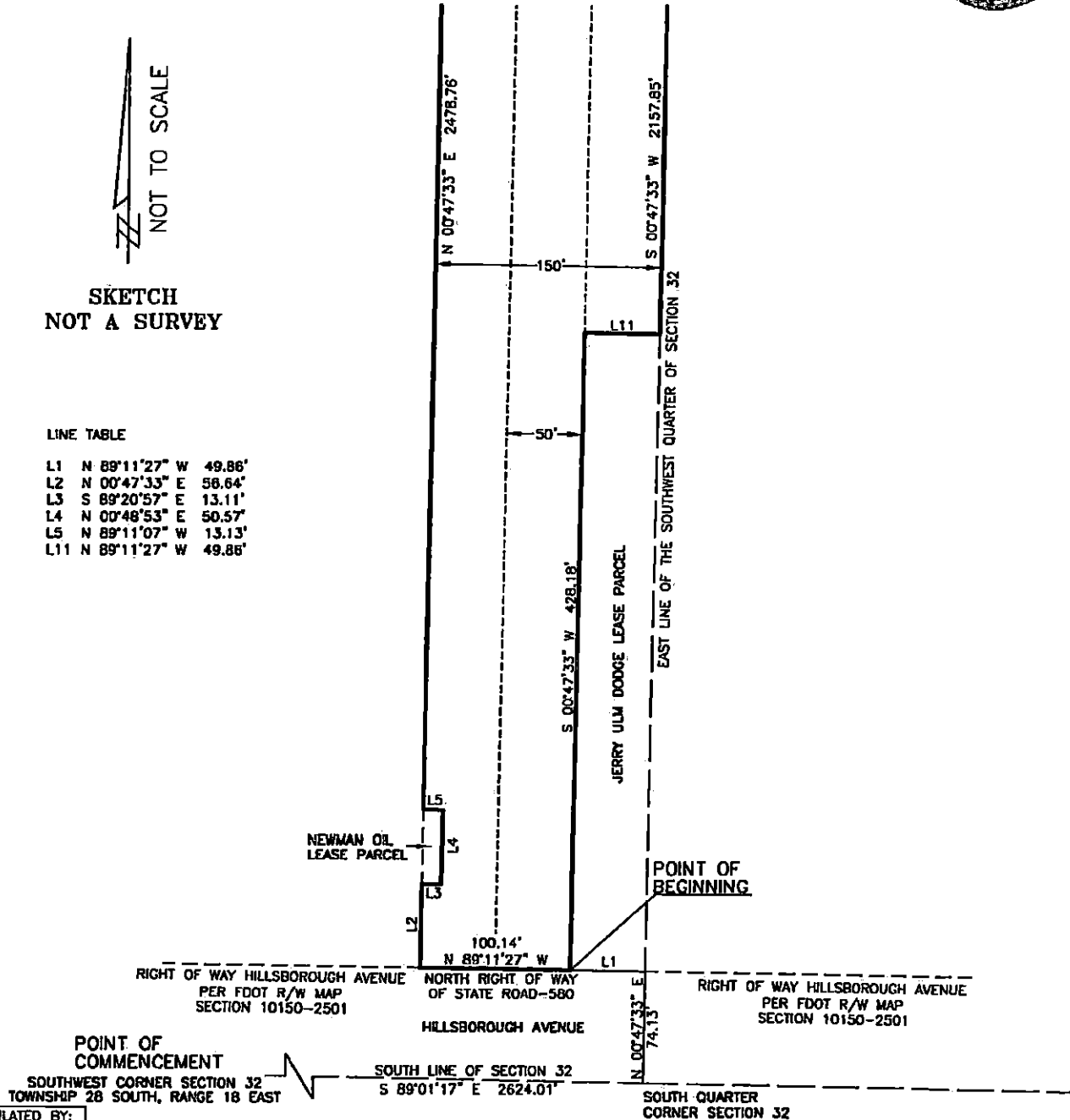
Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
 Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor



**SKETCH
 NOT A SURVEY**

LINE TABLE

L1	N 89°11'27" W	49.86'
L2	N 00°47'33" E	58.64'
L3	S 89°20'57" E	13.11'
L4	N 00°48'53" E	50.57'
L5	N 89°11'07" W	13.13'
L11	N 89°11'27" W	49.86'



CALCULATED BY:
 JDL

CHECKED BY:
 DJH

HCAA NO:
 SEE SHEET 1



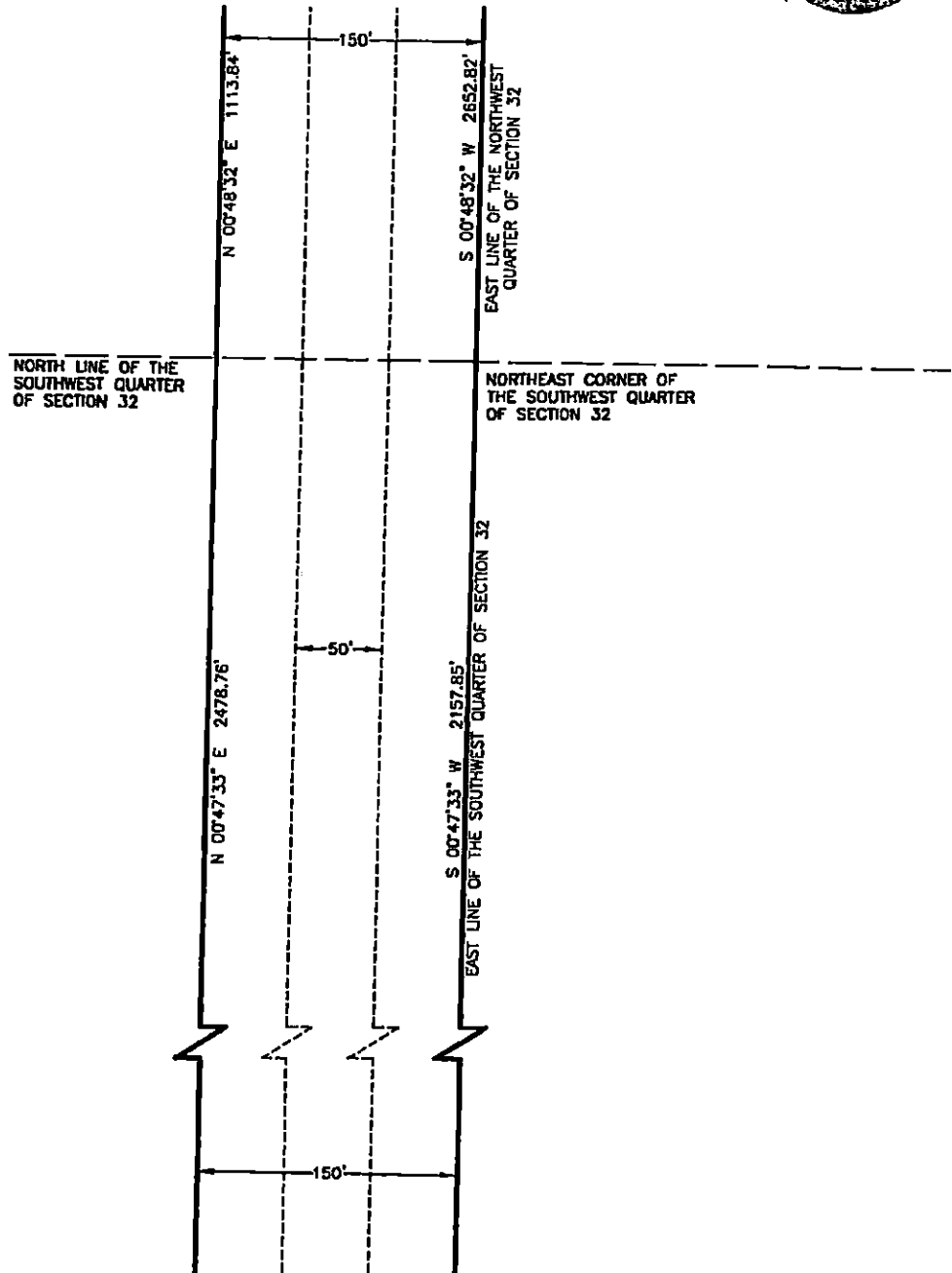
TBE GROUP, INC.
 Engineers-Planners-Subsurface Utility Engineers
 Surveyors and Mappers
 380 Park Place Boulevard, Clearwater, Florida 33758
 Telephone (727) 531-3505, Facsimile (727) 431-1761
 Certificate of Authorization LB 0060
 State of Florida

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



SECTION 20, 29, & 32, TOWNSHIP 28 SOUTH, RANGE 18 EAST

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



NOT TO SCALE

SKETCH
 NOT A SURVEY

CALCULATED BY:
 JDL

CHECKED BY:
 DJH

HCAA NO:
 SEE SHEET 1



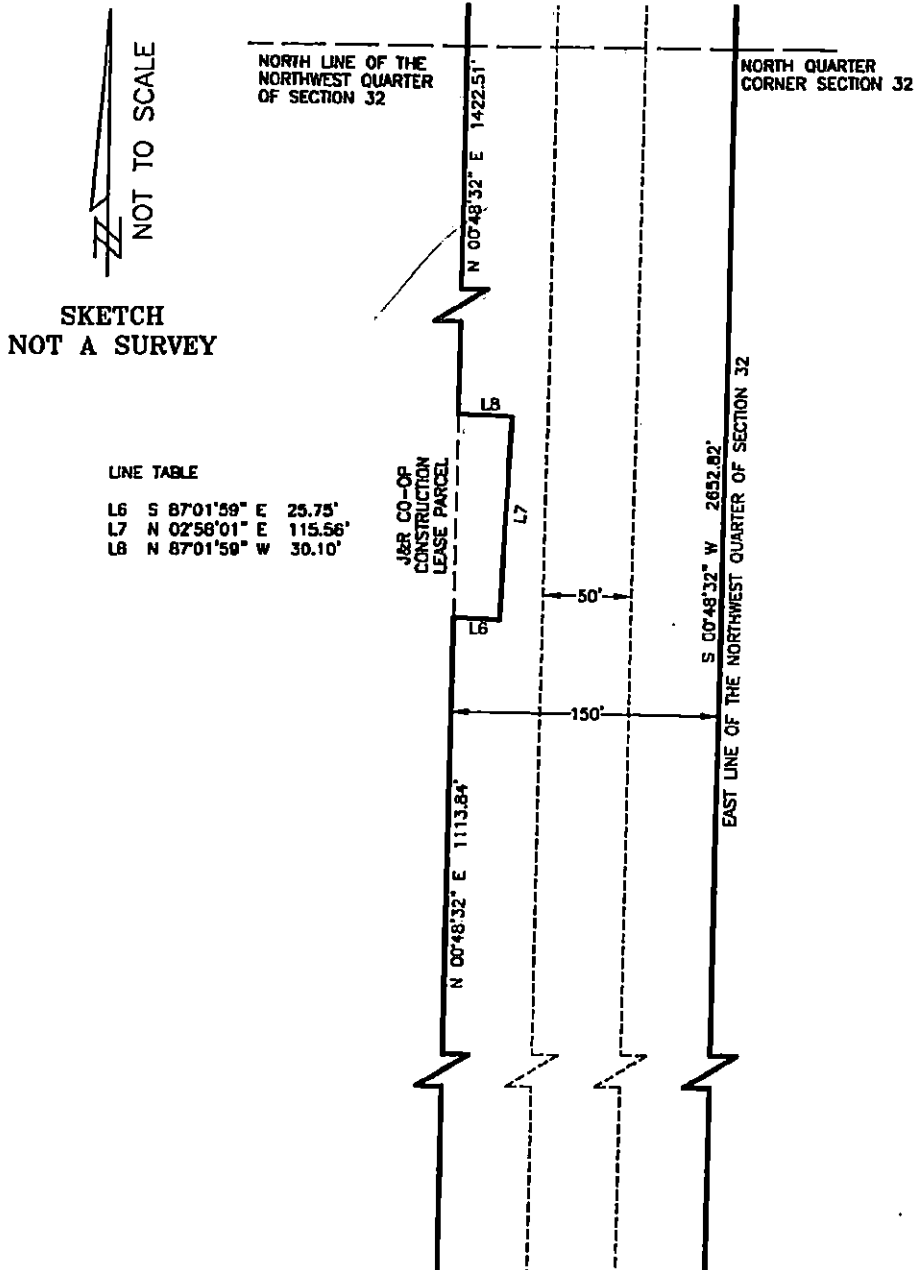
TBE GROUP, INC.
 Engineers-Planners-Subsurface Utility Engineers
 Surveyors and Mapmakers
 300 Park Place Boulevard, Clearwater, Florida 33758
 Telephone (727) 531-3300, Facsimile (727) 431-1701
 Certificate of Authorization: LB 6668
 State of Florida

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



SECTION 20, 29, & 32, TOWNSHIP 28 SOUTH, RANGE 18 EAST

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



SKETCH
 NOT A SURVEY

LINE TABLE

L6	S 87°01'59" E	25.75'
L7	N 02°58'01" E	115.56'
L8	N 87°01'59" W	30.10'

CALCULATED BY:
 JDL

CHECKED BY:
 DJH

HCAA NO:
 SEE SHEET 1



TBE GROUP, INC.
 Engineers · Planners · Subsurface Utility Engineers
 Surveyors and Mappers
 330 Park Plaza Boulevard, Clearwater, Florida 33758
 Telephone (727) 531-3503, Facsimile (727) 451-1701
 Certificate of Authorization: LB 5568
 State of Florida

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



SECTIONS 20, 29 & 32, TOWNSHIP 28 SOUTH, RANGE 18 EAST

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

CURVE TABLE

CHORD BEARING	CHORD DISTANCE	RADIUS	ARC LENGTH
C4 S 38°50'41" W	976.88	769.67	1058.43

THE SOUTH BOUNDARY LINE OF
 THE EAST 1/2 OF THE NORTHEAST 1/4
 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4

THE SOUTH BOUNDARY LINE OF
 THE WEST 1/2 OF THE NORTHWEST 1/4
 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4

NOT TO SCALE

SKETCH
 NOT A SURVEY

LINE TABLE

L9 S 89°29'34" E	68.35'
L10 S 89°29'31" E	31.66'

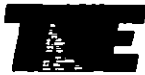
CURVE TABLE

CHORD BEARING	CHORD DISTANCE	RADIUS
C4 S 38°50'41" W	976.88	769.67

CALCULATED BY:
 JDL

CHECKED BY:
 DJH

HCAA NO:
 SEE SHEET 1



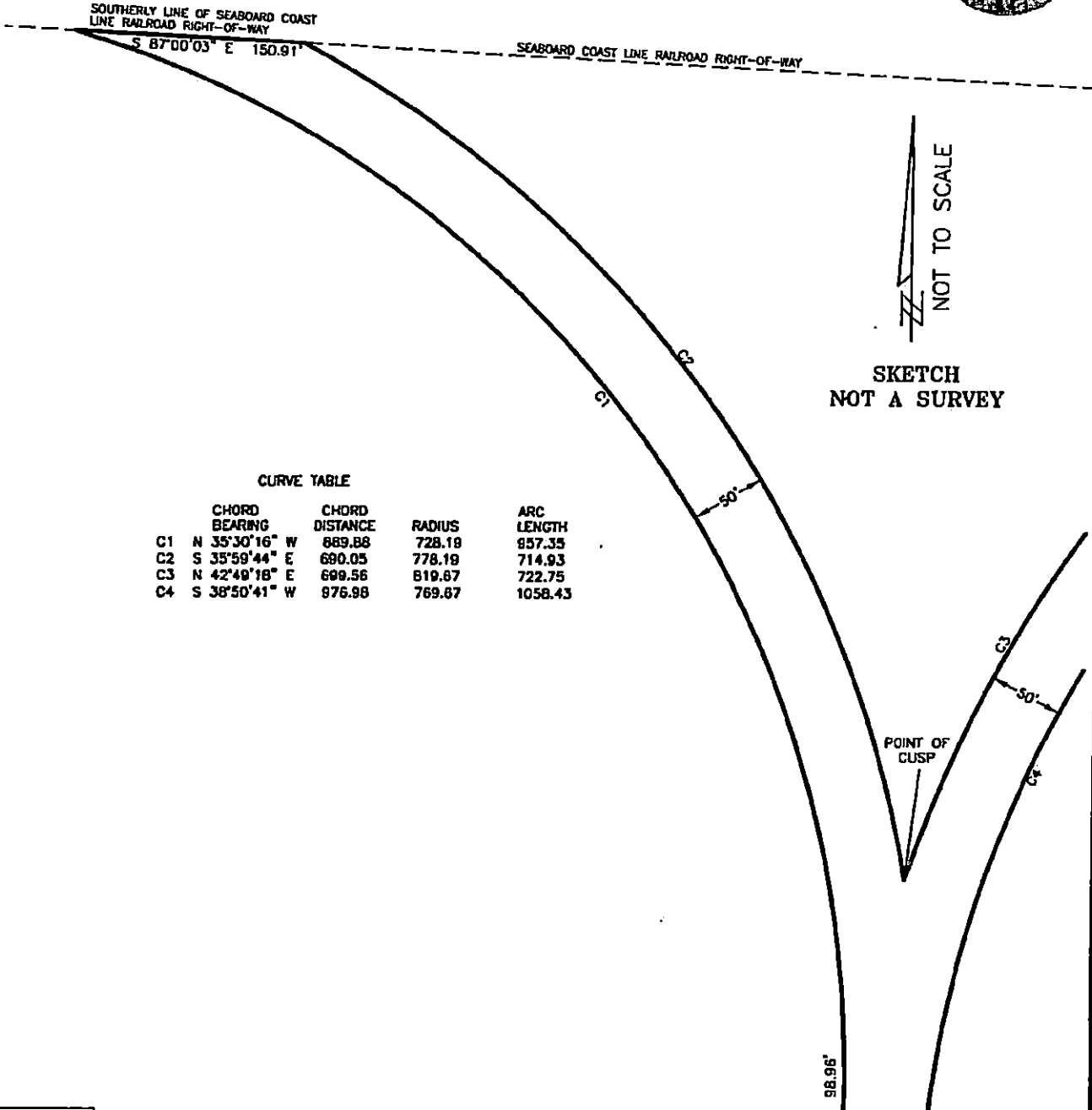
TBE GROUP, INC.
 Engineers-Planners-Subsurface Utility Engineers
 Surveyors and Mappers
 360 Park Place Boulevard, Clearwater, Florida 33759
 Telephone (727) 831-3505, Facsimile (727) 431-1701
 Certificate of Authorization: LB 6688
 State of Florida

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




SECTION 20, 29, & 32, TOWNSHIP 28 SOUTH, RANGE 18 EAST

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



CURVE TABLE


	CHORD BEARING	CHORD DISTANCE	RADIUS	ARC LENGTH
C1	N 35°30'16\" W	889.88	728.19	957.35
C2	S 35°59'44\" E	690.05	778.19	714.93
C3	N 42°49'18\" E	699.56	819.67	722.75
C4	S 38°50'41\" W	876.98	769.67	1058.43


 NOT TO SCALE

 SKETCH
 NOT A SURVEY

CALCULATED BY:
 JDL
 CHECKED BY:
 DJH
 HCAA NO:
 SEE SHEET 1

TBE GROUP, INC.
*Engineers-Planners-Subsurface Utility Engineers
 Surveyors and Mappers*


 300 Park Plaza Boulevard, Clearwater, Florida 33758
 Telephone (727) 531-3305, Facsimile (727) 431-1701
 Certificate of Authorization: LB 6568
 State of Florida

