

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE AGREEMENT

CAE USA, Inc.

TAMPA INTERNATIONAL AIRPORT

Board Date: _____

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

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GROUND LEASE AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this ____ day of _____, 2018 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (hereinafter referred to as the "Authority"), and CAE USA, Inc., a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (hereinafter referred to as the "Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International Airport located in Hillsborough County, Florida; and

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

WHEREAS, Authority owns certain land and buildings upon and around the Airport that are leased for use and development by airlines, airline support functions, non-commercial aeronautical operations, and commercial non-aeronautical operations; and

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

WHEREAS, Company intends to assign this Agreement to Space Florida, an independent special district, a body politic and corporate, and a subdivision of the State of Florida, so that Space Florida can construct, to suit, Company's Improvements on the Premises to be used for aerospace purposes, and Space Florida will sublease the Premises and Company's Improvements to Company.

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

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

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

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

Company's Improvements - A building with a minimum square footage of 220,000 and all of the improvements required to support the building, including but not limited to, drives, parking areas, sidewalks, landscaping, utility connections, truck docks, and on and off Premises storm water ponds (it being understood and agreed that storm water ponds are not required to be located on the Premises).

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

Force Majeure – Any circumstances beyond Company's control, including without limitation, acts of God, strikes, boycotts, picketing, slowdowns, work stoppages or labor troubles of any other type, whether affecting the Parties, their contractors or subcontractors, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions and delay in obtaining governmental approvals.

Premises - The unimproved real property described in Article 3.

ARTICLE 3
PREMISES

3.01 Premises

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

Approximately 19.33 acres of unimproved real property (842,015 square feet, more or less), the general location of which is depicted on Exhibit A-1, Sketch of Premises, and described on Exhibit A-2, Description of Premises, dated August 22, 2018, both of which are attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"). Premises does not include subsurface rights (other than the right of use for structural support and other subsurface uses necessary to build Company's Improvements as described in this Agreement), specifically excluding any subsurface potable water, oil, gas, or mineral rights underlying any portion of the Premises.

Upon complete construction of Company's Improvements, Company will obtain a legal description and sketch of the Premises and transmit same to Authority. Upon Authority's receipt of said legal description and sketch of Premises, Authority will prepare a revised Exhibit A-1 and A-2, and transmit same to Company. The revised Exhibit A-1 and A-2 will be incorporated into this Agreement without the need for formal amendment of this Agreement and will establish the boundary and as-built square footage of the Premises.

- B. The Premises are leased to Company in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, subject to Section 3.01(D) and Section 23.04 below, without representation or warranty by Authority except as otherwise provided elsewhere herein.
- C. Subject to Section 3.01(D) below, Company will do all things necessary to prepare the Premises for the construction of Company's Improvements for the uses approved under this Agreement, including, without limitation, the design and construction of all site utilities and infrastructure.
- D. Authority shall provide the Company with a credit against Ground Rents equal to the full, actual cost of all work, not to exceed \$1,381,499.00, required to prepare the Premises for

construction of Company's Improvements including specifically, without limitation, (a) utility relocations, (b) lot combination, (c) installation of a t-turn where Renellie Road will be terminated, (d) vacation of roadway / utility easements (collectively, "Site Preparation"), and (e) to the extent applicable, reasonable permitting and approval costs incurred in connection with any of the foregoing. Credits against Ground Rents for the costs of Site Preparation activities that fall within the scope of Section 23.04 shall be agreed to by the Parties and will not be subject to the above cap. Company, its agents, servants, and/or employees will perform any site work required to accomplish Site Preparation. Authority will cooperate with Company with the lot combination and vacation of the roadways by providing documentation in Authority's records and signing any documentation that is reasonable, customary and required to accomplish the vacation and/or combination. Not more frequently than once a month, Company will provide Authority with a detailed accounting of the actual costs incurred to perform Site Preparation during the applicable period. Upon Authority's review and reasonable approval of such detailed accounting, including reasonable approval of individual charges, but not more than thirty (30) days after submission by Company, Authority will provide a Ground Rents credit for the amount shown on such accounting.

- E. If during the performance of the Site Preparation and/or construction of the Company's Improvements any Hazardous Substances (as hereinafter defined) are discovered in, upon, under or about the Premises which were not introduced to the Premises by Company, its employees, agents or contractors, such Hazardous Substances shall be governed by Section 23.04 of this Agreement. If during the performance of the Site Preparation and/or construction of the Company's Improvements a site of archaeological significance or any species protected under the Endangered Species Act of 1973, as amended, is discovered in, upon, under or about the Premises, then Company shall notify Authority in writing and Authority and the Company agree to use commercially reasonable efforts to reach a mutually agreed upon resolution which permits Company to construct Company's Improvements substantially as originally intended and substantially within the time period originally intended; provided that if no such resolution can be reached, with both Parties acting reasonably, within sixty (60) days of Company's notice of such discovery, then Company may, at Company's option, terminate this Agreement by written notice to Authority.

3.02 Expansion Right

Company desires the option to lease additional land containing approximately 0.39 acres as shown on Exhibit A-3 and described on Exhibit A-4 (the "Expansion Area"). Except as otherwise provided

in this Article, during the initial Term of this Agreement and during the first (1st) renewal term, Company will have an ongoing right (the "Expansion Right") to add all or a portion of the Expansion Area to the existing Premises. The rent for the Expansion Area will be the then current rental rate per square foot under this Agreement. Company will give Authority no less than thirty (30) days' written notice of its intent to exercise the Expansion Right. If Company desires to exercise the Expansion Right with respect to only a portion of the Expansion Area, Company's notice shall identify the portion of the Expansion Area to be leased, and the remainder of the Expansion Area shall remain subject to the Expansion Right. If the Expansion Right is exercised, the final southern boundary line of the Expansion Area will be an east-west straight line. If, during the initial Term of this Agreement and during the first (1st) renewal term, Authority intends to lease all or a portion of the Expansion Area and Company has not already exercised the Expansion Right, Authority will provide thirty (30) days' notice to Company. Upon such notice from Authority, Company will have thirty (30) days to exercise the Expansion Right, failing which Authority will be free to lease all, or a portion of the Expansion Area which is the subject of Authority's notice and the Expansion Right will terminate as to the applicable Expansion Area or the applicable portion thereof; provided that if Authority fails to enter into such lease within twelve (12) months following Authority's notice, then such land shall again be subject to the provisions of this Section 3.02.

ARTICLE 4 USES AND RESTRICTIONS

4.01 Company will use the Premises solely and exclusively in connection with the construction, operation and maintenance of a building which will contain offices, storage, flight training-simulators and training devices, light manufacturing and related ancillary uses. Company will not use the Premises for any other purpose or use unless approved in writing by the Authority, which approval shall not be unreasonably withheld, conditioned or delayed, and in compliance with all applicable governmental Laws. Company understands that the Premises do not have access to the airfield or any aviation areas of the Airport.

4.02 Restrictions

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

4.03 Exclusions and Reservations

A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this

Article, unless approved in advance in writing by Authority's Representative, which approval shall not be unreasonably withheld, conditioned or delayed.

- B. Company will not use or permit the use of the Premises for commercial aviation, for hire, or which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial aviation activities in the general aviation commercial areas of the Airport.
- C. Company will not sell, transfer, or deliver fuel from any fuel farm facility to any aircraft or to any tank or delivery device for the purpose of transferring to an aircraft.
- D. Company will not install fuel storage facilities without the prior written approval of Authority, which approval shall not be unreasonably withheld, conditioned or delayed.
- E. Company will not use the groundwater under the Premises as a potable water source. There will be no drilling for potable water conducted on the Premises nor will any wells be installed on the Premises other than irrigations, monitoring or other wells pre-approved in writing by Authority. For any dewatering activities on the Premises, a plan reasonably approved by Authority must be in place.
- F. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Policies, Rules, Regulations, Standard Procedures, and Operating Directives.
- G. The rights and privileges granted to Company pursuant to this Article will be subject to any and all Policies, Rules, Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- H. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this 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.

- I. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- J. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- K. Company will not use, or permit any use, generally associated with (1) illegal gambling activities, (2) the placement of cell towers or antennae, except as approved and permitted, (3) the placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Agreement.

ARTICLE 5

TERM

5.01 Effective Date

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

5.02 Commencement Date

The Term of this Agreement commences on the first calendar day after the satisfaction or waiver, as applicable, of the Contingencies outlined in Article 9 below (hereinafter referred to as the "Commencement Date"). Following the satisfaction or waiver, as applicable, of the Contingencies outlined in Article 9 below, Authority will prepare and deliver to Company Company's Authority's standard form of Commencement Letter. Company shall acknowledge the Commencement Letter by executing a copy and returning it to Authority.

5.03 Term

The initial Term of this Agreement will begin on the Commencement Date and shall expire at midnight on the twentieth (20th) anniversary of the Rent Commencement Date, as hereinafter defined in Section 6.01.

5.04 Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any Ground Rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated

hereunder for three (3), ten (10) year periods upon written notice by Company at least 180 days prior to expiration of Agreement's initial Term or any subsequent renewal period term. Such renewal will be effective by letter without formal amendment to this Agreement executed by both Parties hereto. Company and Authority explicitly understand and agree that in no event will additional renewal options be offered to Company, its successors, or assigns following the expiration of the third (3rd) and final ten (10) year renewal term.

5.05 Holding Over

If Company continues to occupy the Premises after the expiration of the Term and any approved renewals, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from month to month on the same terms and conditions as contained in this Agreement then in effect; provided, however, that the Ground Rents payable for each one (1) month holding over period will equal one hundred fifty percent (150%) of the total monthly Ground Rents then in effect. Said holding over period and Ground Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 6
PAYMENTS

6.01 Ground Rents

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents, taxes, and charges on or before the first day of each and every month throughout the Term and any renewal terms for the Premises (hereinafter referred to as "Ground Rents"), commencing on (a) the date of the issuance by the applicable governmental authority of a certificate of occupancy or completion and such other permit(s) as may be necessary for the occupancy of the Company's Improvements (whether temporary or permanent), or (b) the date Company occupies the Company's Improvements (other than for purposes of constructing the Company's Improvements), or (c) twenty four (24) months following the Commencement Date, whichever first occurs (the "Rent Commencement Date"). If the Rent Commencement Date is a day other than the first day of a calendar month, or if the Term expires on a day other than the last day of a calendar month, then the Ground Rents for such partial month shall be calculated on a per diem basis. Following the issuance of a temporary or final certificate of occupancy or completion and such other permit(s) as may be necessary for the occupancy of the Company's Improvements (whether temporary or permanent), Authority shall prepare and deliver to Company Authority's Standard Form of Rent Commencement Letter. Company shall acknowledge such Rent Commencement Letter by executing a copy and returning it to Authority.

Ground Rents are comprised of the following:

A. The Ground Rents for the Premises are calculated as follows:

Ground Rent shall be the total square feet of the Premises multiplied by the per square foot rates outlined below. All Ground Rents shall be paid monthly.

Agreement Year 1: \$0.234 per square foot per year

Agreement Year 2: \$0.273 per square foot per year

Agreement Year 3: \$0.312 per square foot per year

Agreement Year 4: \$0.351 per square foot per year

Agreement Year 5: \$0.390 per square foot per year

B. Adjustment

Effective upon the sixth anniversary of the Rent Commencement Date and on each subsequent anniversary of the Rent Commencement Date during the Term of this Agreement and any renewal terms, the annual Ground Rents for the Premises will be increased two and fifteen one hundredths percent (2.15%).

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

If Company exercises its right of first refusal/option as detailed at Section 3.02 above, the rental rate for the Expansion Area will be the then current rental rate outlined in Section 3.02.

C. Triple Net Basis

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

D. Company's Improvements

Upon termination of this Agreement for any reason, title to Company's Improvements will vest in Authority and Company will execute a commercially reasonable form of quitclaim deed, evidencing transfer of title to Company's Improvements to Authority.

6.02 Ground Rent for Renewal Options

If Company exercises the renewal options as provided for in Section 5.04, Company shall pay the Ground Rents for each renewal term as determined in accordance with this Section 6.02. Authority shall deliver to Company within sixty (60) days after Company's notice of its intent to exercise a renewal option Authority's appraisal of the fair market rent for the Premises, excluding the value of the Company's Improvements, for the applicable renewal term (the "Fair Market Ground Rent"), by an appraiser appointed by Authority in accordance with the standards set forth in this Article ("Authority's Appraisal"). If Company does not accept Authority's Appraisal, then within forty five (45) days after Company's receipt of Authority's Appraisal, Company shall appoint an appraiser in accordance with the standards set forth in this Article to determine the Fair Market Ground Rent for the Premises during the applicable renewal term. Each Party's respective appraiser (each a "Fee Appraiser") shall have at least one of these designations: Member of the Appraisers Institute, Senior Member of the National Association of Independent Fee Appraisers, or Society of Real Estate Appraisers, Senior Real Property Appraiser, with at least ten (10) years of experience in the Tampa Bay, Florida real estate market. If either of the Parties learns that its Fee Appraiser is not qualified under this Article, it shall nominate another Fee Appraiser who is so qualified.

If the determinations of the Fair Market Ground Rent of the Fee Appraisers are within five percent (5%) of each other, the average of the two shall be deemed the Fair Market Ground Rent for the applicable renewal term. If the difference is greater than five percent (5%), then within thirty (30) days of Company's nomination of its Fee Appraiser, Authority's Fee Appraiser and Company's Fee Appraiser shall nominate a third Fee Appraiser ("Independent Appraiser") with the qualifications set forth above. Each Fee Appraiser shall submit the name of the selected Independent Appraiser in writing to Authority and Company. If the Fee Appraisers fail to agree upon an Independent Appraiser, Authority and Company shall dismiss them, and the process under this Article shall begin anew.

Each Fee Appraiser shall submit their respective appraisal of the Fair Market Ground Rent for the Premises, excluding the value of Company's Improvements, for the applicable renewal term to the Independent Appraiser. The appraisal reports of both Authority's Fee Appraiser and Company's Fee Appraiser shall certify:

The Fee Appraiser has no financial interest in Authority or Company, as the case may be, their parent, subsidiaries or affiliates, nor the construction or operations on the Premises or any adjacent realty.

The Fee Appraiser is not a full-time employee, presently or within the immediately preceding calendar year, of Authority or Company, as the case may be.

The appraised Fair Market Ground Rent does not reflect value or consideration of Company's Improvements, but reflects that Authority and Company are willing, but not compelled to lease, that a new company would be substantially similar to Company in financial standing, and that Company accepts the Premises "as is", but without the Company's Improvements, allowances, rent credits, abatements or other contributions from Authority.

The appraised Fair Market Ground Rent reflects the current rental value of the Premises (excluding the value of the Company's Improvements) as of the date of such appraisal.

The Fee Appraiser has considered the restrictions on construction and use of the Premises imposed upon Authority and Company by this Agreement and applicable law.

Within forty-five (45) days of receipt of these appraisals, the Independent Appraiser shall provide Authority and Company with his written estimate of the annual Fair Market Ground Rent of the Premises, excluding the value of Company's Improvements. The Independent Appraiser is not bound to accept either appraisal of the Fee Appraisers in its entirety, but in the event the Independent Appraiser does not select either appraisal, the Independent Appraiser shall submit an estimate of the annual Fair Market Ground Rent of the Premises.

If the Independent Appraiser's estimate of annual Fair Market Ground Rent of the Premises exceeds the higher or is less than the lower of the Fee Appraisers' appraisals, then the Fee Appraisers and Independent Appraiser shall be dismissed, and the process under this Article shall begin anew. Company may rescind its notice of exercise of the renewal option for which an appraisal procedure has been conducted if, in its sole discretion, it concludes that the rental rate determined by the Independent Appraiser for that renewal option is excessive, in which event this Agreement shall terminate at the expiration of the Term or current renewal option, as the case may be, in effect when the applicable notice was sent by Company. Otherwise, the Fair Market Ground Rent submitted by the Independent Appraiser within the guidelines of this Article shall be the Ground Rents, to be paid in equal monthly installments for the pertinent renewal term.

Each of the Parties shall pay all of the costs and expenses associated with retaining its particular Fee Appraiser. Authority and Company shall each bear one-half (½) of the costs of the Independent

Appraiser, if used. The process for determining Ground Rents for a renewal term shall be applicable for each renewal term. The renewal appraisal process is not a method for calculating the rental charge, but, rather, a third party process to determine Fair Market Ground Rent. During the course of the appraisal process set forth in this Section 6.02 the then current Ground Rents rate for the Premises shall remain unaffected, but will be prorated as of the date of the renewal period term.

Effective upon the first anniversary of the commencement of a renewal term and on each subsequent anniversary during a particular renewal term, the annual Ground Rents for the Premises will be increased two and fifteen one hundredths percent (2.15%).

6.03 Interest on Delinquent Payments

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

6.04 Ground Rents, Fees and Other Charges a Separate Covenant

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

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

Upon advanced written notice during the Term of the Agreement or within three years after the end of the Agreement (but in no event more than one (1) time in any twelve (12) consecutive month period), Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's books and records for the purpose of determining compliance with the Agreement.

6.06 Place of Payments

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

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

or

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

or

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

ARTICLE 7

OBLIGATIONS OF COMPANY

7.01 Business Operations

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

7.02 Equipment and Vehicle Parking

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

7.03 Sound Level

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

7.04 Garbage, Debris, or Waste

Company will promptly remove from the Premises or otherwise dispose of in a manner reasonably 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 Common Area or from its operations. Any garbage, debris or waste that is temporarily stored on the Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Company will use extreme care when affecting removal of all such waste.

7.05 Nuisance

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

7.06 Excessive Load

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

7.07 Flammable Liquids

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

7.08 Frequency Protection

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

7.09 Taxes

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

7.10 Permits and Licenses

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

7.11 Vapor or Smoke

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

7.12 Security Badging

Company does not anticipate needing access to the Security Identification Display Area (SIDA) to perform work under this Agreement. If future access to the SIDA is required to perform work under this Agreement, the applicable Security Badging procedures/rules in effect at that time will be followed by Company.

7.13 Keying Scheme

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

ARTICLE 8
COMPANY'S IMPROVEMENTS

8.01 Company's Duty to Construct

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

8.02 Permits and Approvals

Except as set forth in Section 3.01(D) above and Section 23.04 below, Company shall be responsible, at its sole cost and expense, for obtaining all necessary zoning, site plan, building, land development, FAA Part 77, environmental and other related and required permits and approvals from any federal, state or local governmental entity having jurisdiction over the development of the Premises and construction of the Company's Improvements. Any applications or requests for such permits and approvals shall be provided to Authority for its review prior to their submission to the applicable federal, state or local governmental entity. Company shall provide Authority with a copy of all Approvals. The issuance of all required permits and approvals are conditions of this Agreement and shall be applied for and pursued diligently and in good faith by the Parties hereto inclusive of any necessary cooperation between the Parties related thereto.

8.03 No Waiver/No Liability

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

8.04 Construction Easements and Rights of Way

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

8.05 Time for Commencement of Construction

Subject in each case to Force Majeure and subject to delay caused solely by Authority, Company will commence construction of Company's Improvements containing no less than 220,000 square feet within twelve (12) months of the Commencement Date of this Agreement and will complete

construction of Company's Improvements within twenty four (24) months from the Commencement Date of this Agreement. Neither Party will be liable to the other Party for any failure, delay or interruption in performance caused by Force Majeure events or circumstances. However, nothing in this Section abates, postpones or diminishes Company's obligation to make all payments due to Authority in accordance with the Payments Article of this Agreement.

8.06 Company's Responsibilities for Company's Improvements

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

B. Company is responsible for the maintenance costs of Company's Improvements.

8.07 Failure to Construct

A. Subject to Force Majeure and subject to delay caused solely by Authority, failure of Company to commence construction of Company's Improvements within twelve (12) months of the Commencement Date of this Agreement (or any extended date for the commencement of construction as agreed to in writing by the Parties) will constitute an event of default under the Default and Termination Article of this Agreement, allowing Authority to terminate this Agreement and have no further obligations hereunder, subject to notice and an opportunity to cure as hereinafter provided. Prior to such termination, Authority will notify Company and its leasehold mortgagee(s) (if any) of its intent to terminate this Agreement, which notice will include a sixty (60) day cure period.

B. In the event Company fails to construct the Company's Improvements and the Authority terminates this Agreement as provided in Section 8.07(A) above, Company will restore all areas that were impacted by the construction of Company's Improvements, including releasing any construction easements and rights-of-way and the like, to as good condition as existed prior to construction, as determined by Authority.

ARTICLE 9
CONTINGENCIES

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

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

the Federal Aviation Regulations, including without limitation, building height limitations, tower and crane height limitations, and microwave and other communications limitations. The plans and specifications and other documents and information required in connection with the Part 77 airspace review will be submitted by Company to Authority within sixty (60) days after the date of this Agreement. Authority will review such plans and specifications and other documents and information and then coordinate the submission of such items to the FAA. This condition precedent will be satisfied by Company's delivery to Authority of the above documentation and Authority's review and concurrence.

- 9.02 Company obtaining the approval from the Authority of the plans and specifications for its proposed development and use of the Premises, which approval shall not be unreasonably withheld, conditioned or delayed. Within sixty days after the execution of this Agreement, Company will submit to Authority and Authority will review such plans and specifications and proposed use. Company shall submit all plans specifications and documents required by the Tenant Work Permit and those shown in Exhibit D, Design Review Checklist. This condition precedent will be satisfied by Authority's delivery to Company of written notice that such plans and specifications and proposed use have been approved, which approval shall be granted or denied no later than thirty (30) days following Company's submission. If such approval is denied, Authority will specify the grounds for its denial and Company will have the opportunity to submit revised plans and specifications.
- 9.03 Company's confirmation with the appropriate governmental officials that Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement will comply with all existing governmental laws, ordinances and regulations applicable to the Premises, including without limitation, foreign-trade zone and customs regulations, zoning regulations (including, without limitation, storm water drainage and curb cut approvals), and building regulations affecting the Premises (collectively the "Regulations") or Company's obtaining assurance reasonably satisfactory to Company that it will be able to obtain any necessary variance from the Regulations. This condition will be satisfied by Company's obtaining evidence satisfactory to Company that its intended use of the Premises will comply with the Regulations, or obtaining any necessary variance therefrom, and Company's delivery to Authority of written notice to that effect.
- 9.04 Company's confirmation with the appropriate utility providers that the Premises will have available a reasonably sufficient capacity or supply of utilities or similar services, including without limitation, electric, water and sewer services (the "Utilities"), for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement. This

condition will be satisfied by Company's delivery to Authority of written confirmation of the availability of sufficient utilities.

- 9.05 Company's obtaining engineering, soil and other information, including without limitation soil investigations, topographical studies and environmental assessments, verifying to Company's reasonable satisfaction that the Premises is in a condition suitable for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement, subject to the obligations of the Authority under Section 3.01(D) above and Section 23.04 below. This condition will be satisfied by Company's delivery to Authority of written confirmation that the Premises is in a condition satisfactory to Company.
- 9.06 Company's providing to Authority, and Authority approving, evidence satisfactory to Authority confirming Company's financial capability to construct and operate Company's Improvements, which may include a copy of one or more executed loan commitment(s) for construction and/or permanent financing and/or such other documents and information, including appropriate documentation of equity, capital or other types of financing or funding for Company's Improvements. Company will submit such evidence to Authority at least 10 days prior to the satisfaction or waiver of contingencies. This condition will be satisfied by Authority's delivery of written confirmation to Company that Company has met the requirements of this subsection, along with a copy of the signed commitment or term sheet for debt or equity funding.
- 9.07 Company shall have obtained financing for the Company's Improvements on terms acceptable to Company, and this Agreement shall have been approved by the Board of Directors of Company and Space Florida.
- 9.08 Subject to Force Majeure and subject to delay caused solely by Authority, Company will have one hundred eighty (180) days after the Effective Date of this Agreement, or upon completion of any regulatory prerequisites for which Authority is responsible (e.g., approval of the Federal Aviation Administration's Environmental Assessment for Airport Development Projects), whichever is later, to satisfy all of the contingencies set forth in this Article. In the alternative, Company may waive in writing all of the contingencies set forth in this Article except for Subsections 9.01, 9.02, 9.03, and 9.04, which are conditions precedent to Authority's obligation to lease the Premises to Company pursuant to this Agreement and which may not be waived by Company. In the event that any of the contingencies set forth in this Article are not satisfied or, if permitted to be waived by Company and not so waived within such 180 day period, then, unless Company and Authority agree otherwise in writing, this Agreement will automatically terminate; provided if Company has commenced and is pursuing completion of the applicable contingency, this Agreement shall not terminate and Company will be provided such time as is reasonably required to satisfy such

contingency. If a particular contingency requires Authority's approval, such approval shall be granted or denied no later than thirty (30) days following Company's submission. If such approval is denied, Authority will specify the grounds for its denial and Company will have the opportunity to submit revised documentation for Authority's review.

- 9.09 Company and Authority will exercise their respective good faith and reasonable efforts to cause the timely satisfaction of all of the contingencies set forth in this Article, as may be required by such contingency or as may be reasonably requested by the other Party.

ARTICLE 10

IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Written Approval

Except for (a) routine maintenance on installed equipment and on Company's Improvements, (b) construction, modification or alterations that are cosmetic, non-structural and cannot be seen from the boundary of the Premises, and (c) maintenance, construction, modification or alterations required by emergencies, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. Except as otherwise provided in this Agreement, Company will make no improvements or alterations whatsoever to the Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld, conditioned 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. If such approval is denied, Authority will specify the grounds for its denial and Company will have the opportunity to submit revised documentation for Authority's review.

10.02 Conditions

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

- A. Company will obtain, at Company's sole cost and expense, all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including United States, State of Florida, Hillsborough County, City of Tampa and Authority.
- B. Company agrees that all construction will conform to Authority's Land Use Standards and Sustainable Design Criteria Manual, and will comply with Authority's Tenant Work Permit

process, as such documents may be amended from time to time, including any insurance and bond requirements.

- C. Company agrees to hire only licensed contractors and subcontractors.
- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other regulatory agency.
- E. Company agrees to be solely responsible for any damage to the Premises, Common Area, or Airport property resulting from Company's construction of improvements or alterations.

10.03 Petroleum Storage Systems

In the event Company constructs a petroleum storage system, Company will pay for all costs of construction, maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, state, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. Company will construct the petroleum storage system in such a manner as will meet all federal, state, or local requirements, including but not limited to the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapters 62-761 and 62-762, Florida Administrative Code (FAC), the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced. Upon termination or expiration of this Agreement as provided herein, upon instruction by Authority's Chief Executive Officer or designee, Company will remove any and all petroleum storage systems and oil-water separators and restore the Premises to condition prior to installation or as approved by Authority.

10.04 Completion of Company's Improvements

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

ARTICLE 11

MAINTENANCE AND REPAIR OF PREMISES AND COMPANY'S IMPROVEMENTS

11.01 Company's Responsibilities

Company is obligated to maintain the Premises and Company's Improvements constructed thereon, and every part thereof, in good appearance, repair and safe condition without cost to Authority, consistent with the standard of maintenance and repair applicable to Class A warehouse properties in the vicinity of the Premises in the Tampa, Florida submarket (subject to commercially reasonable adjustments to account for age of the Company's Improvements) including, specifically, without limitation, maintenance of the landscaping, electrical service, vehicle parking areas, roof, building exterior and HVAC equipment. Company will repair all damages to the Premises and Company's Improvements caused by its employees, patrons or its operations thereon. All exterior paint colors will be submitted to and approved in writing by Authority prior to application.

A. End of Term Condition

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

- 1) The roof will be free of any leaks.
- 2) The HVAC system will heat and cool properly.
- 3) The interior and exterior paint will be free of unsightly conditions.
- 4) The storm water system will be working properly.
- 5) The exterior pavements will be in good condition without pot holes and spalling.

11.02 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship. Authority or its authorized agents may, during Company's normal business hours and upon at least twenty four (24) hours' advance written notice, enter upon the Premises and the Company's Improvements to determine if the Premises and the Company's Improvements are being maintained in accordance with the provisions of this Agreement. If it is determined that the Premises and the Company's Improvements are not being maintained in accordance with the provisions of this Agreement, Authority will so notify Company in writing with adequate detail and description of any objections and provide a time frame for Company to rectify same.

11.03 Reimbursement of Authority Made Repairs

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

ARTICLE 12

COMMON AREA MAINTENANCE

12.01 Common Area

The common area shown on Exhibit E will be comprised of a portion of South Street from N. Westshore to the boundary of the Premises and storm water ponds located near the west boundary corner of the Premises (hereinafter referred to as the "Common Area"). Subject to the provisions of Section 23.04 below, Company will design and construct the storm water pond near the southwest corner of the Premises, but not on the Premises, as part of Company's Improvements. The storm water pond will be designed so it can be expanded in the future to accommodate surrounding sites. The design and location of the storm water pond will be subject to Authority approval, which approval shall not be unreasonably withheld, conditioned or delayed. The permit for the storm water pond shall be transferred to the Authority upon completion of construction. Company will be solely responsible for maintenance of the storm water pond until another building site begins using the storm water pond. At such time the storm water pond will become part of the Common Area and Authority will then maintain said Common Area in a manner consistent with commercial industrial parks in the surrounding area and applicable permit requirements, and Authority will invoice Company for its proportionate share of the reasonable costs of maintenance, any applicable real estate taxes, insurance and utility costs related to the Common Area ("Company's Proportionate Share of CAM"); provided, however, in no event shall CAM include any costs incurred for environmental assessment or remediation performed by the Authority except to the extent the same is required as a result of environmental matters caused by the Company. Prior to the beginning of each calendar year, Authority will prepare an estimate, which will include all of the costs and expenses of operating and maintaining the Common Area and provide the same to Company by letter. Company shall pay 1/12th of the Authority's estimate of Company's Proportionate Share of CAM monthly to Authority based upon the estimate, subject to any adjustment as provided below.

Company's Proportionate Share of CAM shall be determined by dividing the total area of the Premises by the total area served by the Common Area.

12.02 Annual Statements

Within 60 days after the end of each calendar year occurring after the storm water pond becomes Common Area, Authority will submit a statement to Company, supported by documentation, setting forth the total actual Common Area expenses for the prior calendar year, showing the actual amount of Company's Proportionate Share of CAM for such calendar year, and the difference, if any, between Company's Proportionate Share of CAM for such calendar year and the amount paid by Company throughout the calendar year. If such statement reveals that Company owes Authority any additional amounts, Company will pay the difference within thirty (30) days of Company receiving the statement and the supporting documentation. If such statement reveals that Authority owes Company any amount for overstatement or an amount paid above Company's Proportionate Share of CAM, Company will receive a credit in the amount of such overstatement, to be applied against Company's next ensuing monthly Ground Rents payment (or, if this Agreement has been terminated, such amount will be paid to Company within thirty (30) days of the statement). Authority agrees to prepare books and records documenting the Common Area expenses and Company's Proportionate Share of CAM. Company will have the right for a period of one (1) year after Authority has submitted said statements, at Company's cost, to inspect or audit, or have inspected or audited by its representative, Authority's books and records relating to the statement of Common Area expenses (including Company's Proportionate Share of CAM) after reasonable notice and during normal operating hours. If such audit reveals that Company owes Authority any additional amounts subject to Company's Proportionate Share of CAM, Company will pay the difference within thirty (30) days of the invoice date by Authority. If such audit reveals that Authority owes Company any amount for an overstatement, Company will receive a credit in the amount of such overstatement, to be applied against Company's next ensuing monthly Ground Rents payment (or, if this Agreement has then been terminated, such amount will be paid to Company within thirty (30) days of the statement).

ARTICLE 13

TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Authority or Company (with or without the consent of Authority) upon the Premises, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like, shall be the property of Company during the Term and that under the laws of the State of Florida are part of the realty, will become and be deemed to be the property of Authority upon termination of the Agreement (whether by

expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises. The removal of petroleum storage systems and all water separators is subject to Section 10.03. Title to all Personal Property, furnishings, wireless access points and trade fixtures will be and remain with Company and will be removed from the Premises at Company's sole cost and expense upon termination or expiration of this Agreement. Authority acknowledges and agrees that Company will not be required to demolish and remove Company's Improvements.

ARTICLE 14
DEFAULT AND TERMINATION

14.01 Events of Default

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

- A. The failure or omission by Company to perform obligations under this Agreement or the breach of any term, condition or covenant required herein beyond any applicable notice and cure period. Except where different cure periods are expressly provided in this Agreement to the contrary, Company shall have forty five (45) days after written notification by Authority to Company to cure any failure or omission to perform obligations under this Agreement; provided, if such failure or omission cannot reasonably be cured within such forty five (45) day period, Company shall not be deemed to be in default if Company shall commence such cure within said forty five (45) day period and thereafter diligently prosecutes such cure to completion.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition

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

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

14.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following 45 days' notice by Authority and Company's failure to cure, or such longer period as may be required if the applicable cure can't be completed in 45 days, 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 and all due legal process, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, to the maximum extent permitted by law.
- C. Subject to all notice and cure periods set forth in this Agreement and further subject to the rights of any Leasehold Mortgagee (as hereinafter defined in Section 33.01), declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises in accordance with law and all due legal process, whereupon all rights and interest of Company in the Premises will end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-

enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

14.03 Continuing Responsibilities of Company

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

14.04 Company's Remedies

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

ARTICLE 15

DISCLAIMER OF LIENS

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

Premises. Company is specifically prohibited from subjecting Authority's interest in the Premises or Common Area to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

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

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

ARTICLE 16 UTILITIES

16.01 Utility Infrastructure

During the term of this Agreement, Company will have the right to receive water, sanitary sewer, electric, storm drainage, and telecommunication and data services at the Premises. Authority will grant such easements as are necessary to establish utility service to the Premises for the benefit of Company.

16.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what currently exists or is available to be extended to the Premises' boundary, Company agrees to pay the full cost and expense associated with the

upgrade and installation of all such infrastructure related to its use of the Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

16.03 Utility Services

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

16.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

ARTICLE 17

INGRESS AND EGRESS

17.01 Use of Public Way

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

17.02 Methods of Ingress or Egress

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

ARTICLE 18
INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its Board members, agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of Premises or Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operation of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, or the environment (including but not limited to contamination of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time this Agreement is executed or as may be redefined in the future) (collectively, the "Indemnified Matters") incurred or sustained by any Party hereto, any agent or employee of any Party hereto, any other person whomsoever, or any governmental agency. Notwithstanding anything in this Article 18 to the contrary, in no event shall this indemnification obligation extend to the negligence or willful misconduct of the Authority.

In addition to the duty to indemnify and hold harmless as defined above, Company shall have the duty to defend Authority, its Board members, agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with the Indemnified Matters. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, Authority, and any indemnified Party. The duty to defend arises immediately upon written presentation of a claim to Company. Notwithstanding anything in this Article 18 to the contrary, in no event shall this hold harmless obligation extend to the negligence or willful misconduct of the Authority or any other party the Company is required to defend hereunder.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article shall survive the

termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Company of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Article.

ARTICLE 19
INSURANCE

19.01 Insurance

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

19.02 Required Coverages – Minimum Limits

A. Workers' Compensation and Employer's Liability Insurance

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

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

B. Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 11 04 13. Coverage can be evidenced via an insurance certificate issued by an authorized insurance broker of Company.

General Aggregate	\$4,000,000
Each Occurrence	\$2,000,000
Personal and Advertising Injury each Occurrence	\$2,000,000
Products/Completed Operations Aggregate	\$4,000,000

C. Business Auto Liability

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

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

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

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

E. Property Insurance

Property insurance will be written on an all-risk coverage form. Such property insurance will be written on a replacement cost basis. This insurance will cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on the Premises. Such insurance will include Authority as an additional insured and loss payee. Such insurance will not be subject to a deductible greater than 5% of the total insured value of all covered property located on the Premises and no more than \$1,000,000 per occurrence for all other perils. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Company.

19.03 Waiver of Subrogation

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

19.04 Conditions of Acceptance

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

ARTICLE 20
SECURITY FOR PAYMENT

20.01 Payment Security Requirements

- A. Company will provide Authority on or before the Commencement Date of this Agreement with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three months' Ground Rents, fees and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Ground Rents, fees, tax assessments, and charges due hereunder (hereinafter referred to as "Payment Security"). Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation. Company shall maintain such Payment Security in effect until the expiration of a period of thirty six (36) consecutive months during which Company commits no event of default under this Agreement, whereupon this Article 20 shall be come null and void and of no further force or effect.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Ground Rents, fees and charges or provide additional or

supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Ground Rents, fees and charges payable by Company pursuant to this Agreement.

- C. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be an event of default under this Agreement, subject to applicable notice and cure periods. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

20.02 Satisfactory Performance

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

ARTICLE 21 PROPERTY DAMAGE

21.01 Partial Damage

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

21.02 Extensive Damage

In the event damages as referenced in Section .01 of this Article are so extensive as to render a significant portion of the Premises and/or Company's Improvements untenable, but capable of being repaired within 270 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. Insurance proceeds that may be recoverable shall be paid to Company and shall be applied by Company for the repair or replacement of such lost or damaged property.

21.03 Complete Destruction

In the event damages as referenced in Section .01 of this Article are so extensive as to render the entire Premises and/or Company's Improvements untenable, and the Premises and/or Company's

Improvements cannot be repaired within 270 days, Company will give Authority immediate notice thereof. If such damages occur with eight (8) years or more remaining on (a) the initial Term of this Agreement, or (b) with eight (8) years or more remaining on either of the first two (2) renewal terms, Company shall repair, replace or reconstruct Company's Improvements unless agreed to otherwise in writing by the Authority. If such damages occur with less than eight (8) years remaining on (i) the initial Term of this Agreement or (ii) with less than eight (8) years remaining on either of the first two (2) renewal terms, or (iii) at any time during the third renewal term then, within forty five (45) days, Company will advise Authority in writing of its decision as to whether Company will repair, replace, or reconstruct the Premises and/or Company's Improvements or, alternately, terminate this Agreement and distribute the insurance proceeds in accordance with Subsection .07.B. of this Article. If Company's decision is that Company will repair, replace, or reconstruct the Premises and/or Company's Improvements, Company will commence the full restoration of the Premises and/or Company's Improvements and diligently and continuously prosecute the same to full completion at Company's own cost and expense, subject to disbursement of insurance proceeds as provided in Subsection .07A of this Article. In the event Company does not repair, replace, and reconstruct the Premises and/or Company's Improvements, Authority will not be required to grant alternative premises, and this Agreement shall terminate effective as of the date of Company's notice to Authority that Company will not repair, replace, or reconstruct the Company's Improvements.

21.04 Abatement of Ground Rent

For purposes of this Article, Premises includes Company's Improvements at the time of such extensive damage or complete destruction. In the event of such extensive damage or complete destruction as referenced in Sections .02 and .03 of this Article, the portion of the Ground Rents attributable to untenable Premises will abate from the date of casualty until such time as the untenable portion of the Premises can be re-occupied or eighteen (18) months from the date of casualty, whichever occurs first. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Ground Rents and fees will not abate and Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

21.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of Company's furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Company. Authority will not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any

partial, extensive, or complete destruction of the Premises and/or Company's Improvements, regardless of the cause of damage or destruction.

21.06 Waiver of Subrogation

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

21.07 Insurance Proceeds

A. Rebuilding Company's Improvements

If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Company's Improvements, Company will pay any additional sums required within thirty (30) days.

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:

The balance of the proceeds, if any, will be paid to Company if Company is in compliance with this Agreement and Authority has not provided or paid for the insurance. If Authority has paid for or provided the insurance the balance of the proceeds will be paid to Authority.

B. Not Rebuilding Company's Improvements

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

- 1) To demolish and cleanup (including environmental cleanup and remediation, but only to the extent required pursuant to this Agreement as a result of Company's actions) the damaged Company's Improvements and to restore the Premises;
- 2) To the Leasehold Mortgagee (if any); and
- 3) To Authority and Company as follows: Authority will receive a portion of the insurance proceeds determined by multiplying the balance of insurance proceeds by a fraction, the numerator of which is the number of calendar months that passed since the Commencement Date, and the denominator of which is the total number

of months in the Term (including the renewal term, if such renewal term was approved at the time of the damage or destruction of Company's Improvements), with the remainder of any such balance to be paid to Company.

ARTICLE 22

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, State, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control will comply with safety, operational, or security measures required of Company or Authority by the FAA or Transportation Security Administration (TSA). If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within twenty (20) days of written notice.

ARTICLE 23

ENVIRONMENTAL

23.01 General Conditions

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

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

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

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

23.02 Environmental Considerations

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

local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems without treatment as provided above will, if not remedied by Company in compliance with all due dispatch and applicable law, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure, and subject to Company's commencement of a cure so long as Company thereafter diligently pursues the same to completion. Such termination will not relieve Company of or from liability for such discharge or spill.

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

23.03 Hazardous Substance and Solid Waste

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

Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or

- 3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any State of the United States, or any political subdivision within any State; or
- 4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
- 5) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- 6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

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

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

23.04 Prior Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to Company's entry upon or occupancy of the Premises by Company or that occurred

as a result of the actions of Authority or any of its employees, agents, or contractors ("Pre-Existing Environmental Conditions"). Company has been given copies of reports as identified in Exhibit C, attached hereto and incorporated herein, documenting the environmental status of the Premises. Such reports shall serve as the baseline report (hereinafter referred to as "Environmental Baseline Report") of the environmental condition of the Premises at the effective date of this Agreement. Company and Authority acknowledge that the results of a September 2018 groundwater monitoring event may not be available prior to the effective date of this Agreement. The September 2018 groundwater monitoring event report, and any subsequent reports concerning any Pre-Existing Environmental Conditions, shall be incorporated into the Environmental Baseline Report and a revised Exhibit C shall be incorporated herein without formal amendment to this Agreement. Except as disclosed in the Environmental Baseline Report, (a) to the knowledge of Authority there are no Hazardous Substances on any portion of the Premises which are in violation of any applicable laws governing Hazardous Substances in any material respect, and (b) Authority has not released, manufactured, generated, used, stored or disposed of any Hazardous Substances on the Premises in any manner which is in violation of any applicable laws governing Hazardous Substances. If during the Term of this Agreement any Hazardous Substances are discovered upon or under the Premises which were not introduced by Company, its employees, agents, or contractors, then Company shall notify Authority in writing and any such Hazardous Substances shall be deemed included in the definition of "Pre-Existing Environmental Conditions" for purposes of this Agreement. If, at any time during the Term of this Agreement or any extension thereof, any federal, state or local governmental agency or political subdivision commences any enforcement action, or requires any remedial action, with respect to any Pre-Existing Environmental Conditions, including without limitation commencing any investigation, levying any fine or penalty, and/or requiring any cleanup, remediation, removal, encapsulation or restoration work and/or ongoing monitoring and maintenance in connection with any Pre-Existing Environmental Conditions (collectively, "Corrective Action"), then Authority shall promptly perform or cause to be performed such Corrective Action without cost to Company.

The Parties acknowledge and agree that Pre-Existing Environmental Conditions include the presence of chlorinated solvents in groundwater under a portion of the Premises in excess of applicable standards, for which the Company is not responsible. Without limiting the generality of the foregoing, the Parties agree to use commercially reasonable efforts to reach a mutually agreed upon resolution which permits Company to construct Company's Improvements substantially as originally intended, without additional cost or expense to Company, and substantially within the time period originally intended.

A. Existing Monitoring Wells. If required by law or regulatory process, the Parties shall meet with the FDEP concerning the existing monitoring wells, and in any case the Parties shall develop and

agree upon a plan pursuant to which all existing monitoring wells on the Premises that will interfere with the construction of the Company's Improvements on the Premises, as reasonably determined by the Parties and their respective engineers, contractors and consultants, will be either temporarily vaulted below grade at a depth that will not interfere with Company's construction or abandoned by the Authority at the Authority's sole cost and expense within ____ () days of Company's written notice of intent to commence construction on the Premises. Upon completion of the Company's Improvements, the Authority shall have the right to reinstall monitoring wells in such locations as are required by the FDEP; provided, however, the Authority shall use its reasonable best efforts to coordinate with the Company and FDEP in order to install such wells in locations that are reasonably acceptable to Company, are unobtrusive, and will minimize any future disruption of Company's operation of the Premises. Thereafter the Authority shall continue environmental monitoring and site rehabilitation activities as may be required during the Term of this Agreement. Authority reserves the right to construct additional groundwater monitoring wells and collect soil and water samples on the Premises as may be required by state and local environmental regulatory agencies, subject to the foregoing requirements.

B. Dewatering Activities. In connection with construction of the Company's Improvements, utilities and stormwater facilities, the Company will need to perform certain dewatering activities on or about the Premises. The Authority shall provide the Company with a credit against Ground Rents equal to the actual costs incurred by Company in connection with its dewatering activities arising out of the Pre-Existing Environmental Conditions, including, without limitation, testing, permitting, treatment and disposal of dewatering effluent, as reasonably determined by the respective engineers and consultants engaged by the Parties and in accordance with applicable permitting requirements.

C. Vapor Intrusion Mitigation. Portions of the Company's Improvements will be constructed over areas of Pre-Existing Environmental Conditions. The Authority shall provide the Company with a credit against Ground Rents equal to the actual cost incurred by Company for work required to design, permit, and install a vapor mitigation system under any Company Improvements to be constructed and occupied on the Premises, but only to the extent such additional costs would not have been required or incurred, other than to insure that building occupants will not be exposed to the Pre-Existing Environmental Conditions in vapor form within such buildings, in a manner as determined to be reasonably appropriate by the respective engineers and consultants engaged by the Parties, in accordance with best available technical guidance, and performed in accordance with applicable permitting requirements.

D. Stormwater Facilities. If the presence of the Pre-Existing Environmental Conditions results in additional design or construction requirements and costs that would not have been required or

incurred but for the presence of the Pre-Existing Environmental Conditions as reasonably determined by the respective engineers and consultants engaged by the Parties and in accordance with applicable permitting requirements, the Authority shall provide the Company with a credit against Ground Rents equal to the actual costs incurred by the Company as a result of the Pre-Existing Environmental Conditions in connection with the construction of storm water facilities.

E. Rent Credit Requirements. All Company requests for a credit against Ground Rents shall be accompanied by copies of invoices and appropriate backup, as determined solely by the Authority. Upon Authority's review and reasonable approval of such invoices and backup documentation, including individual charges, but not more than thirty (30) days after submission by Company, Authority will provide a credit against Ground Rents for the approved amount of such invoices.

23.05 Off-Site Environmental Impacts

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

23.06 Petroleum Storage Systems

A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response

related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

23.07 Stormwater

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

- A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). Company will establish a BMP plan for the Premises and submit a copy to Authority.
- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP; a copy will be submitted to Authority. Company is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency

that has jurisdiction over the permit. Company agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

23.08 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the Term, as provided herein, Company will conduct an environmental inspection and examination of the Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If, taking into consideration generally accepted industry standards, the findings of Company or Authority's inspection warrant such, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority and report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Notwithstanding anything in this Section 23.08(A) to the contrary, Company will only be required to pay the cost of professional consulting or engineering services in connection with the environmental audit, and for laboratory and testing fees, to the extent it is determined the environmental conditions have been caused by Company, its employees, agents, contractors, or invitees. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, and if it is determined that Company or its employees, agents, contractors, or invitees caused such contamination, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws, but only to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- B. During the period of a cleanup due to the environmental condition of the Premises or Common Area caused by Company, its employees, agents, contractors, or invitees, Company's obligations, including the payment of Ground Rents, charges, and fees, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.; provided, that in the event such cleanup extends beyond the initial Term of this Agreement or any renewal options, Company and

its employees, agents and contractors shall be permitted to enter the Premises and the Common Area for the purpose of performing said cleanup in accordance with the terms and conditions of this Agreement.

- C. The firm conducting cleanup work must be approved by Authority, which approval shall not be unreasonably withheld, conditioned or delayed, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 25

NON-DISCRIMINATION

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

- A. Terminate this Agreement following 60 days' notice from Authority and Company's failure to cure same, or such longer period as may be required if the applicable cure can't be completed in 60 days;
- B. Seek suspension/debarment following 60 days' notice from Authority and Company's failure to cure same, or such longer period as may be required if the applicable cure can't be completed in 60 days; or
- C. Any other action determined to be appropriate by Authority or the FAA.

25.01 Civil Rights – General – 49 USC § 47123

- A. Compliance:

The 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 the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the Company.

B. Duration:

- 1) This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 2) This provision also obligates Company or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of, personal property, real property or interest therein, structures or improvements thereon. In these cases, the provision obligates Company or any transferee for the longer of the following periods:
 - (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which Authority or any transferee retains ownership or possession of the property.

25.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (2) Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in

the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 25.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - a. (5) **Sanctions for Non-compliance:** In the event of Company's non-compliance with the Non-Discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into

any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Non-Discrimination Authorities:

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

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

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

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

ARTICLE 26
NON-EXCLUSIVE RIGHTS

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

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 28
RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health and monitoring of Company's compliance with the terms of this Agreement. Authority may, upon reasonable notice and at reasonable times, enter upon the Premises, and at any time during the last year of the Term or in the event of default, to 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; provided, Authority shall provide at least 48 hours' notice to Company of such entry, which shall be during normal business hours, and or with Company's permission. Company may require that a representative of Company accompany Authority's representative during such entry. Company will also designate areas of the Company's Improvements as a "Secured Area" for performing classified work and Authority may not enter such Secured Area except in the case of emergency.

ARTICLE 29
RIGHT OF FLIGHT

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

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

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

ARTICLE 30
PROPERTY RIGHTS RESERVED

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

ARTICLE 31
SIGNS

31.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises, Company's Improvements, and/or Common Area; provided Authority agrees that Authority's approval of such signs or advertising will be granted so long as the proposed signs or advertising comply with applicable laws, codes and ordinances and are appropriate for the Company's Improvements, the Premises, and a Class A business park.

31.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises, Company's Improvements, and/or Common Area and, in connection therewith, will restore the portion of the Premises, Company's Improvements, and Common Area affected by such signs or advertising to the same conditions as existed prior to the date such signage was affixed. In the event of failure on the part

of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises, Company's Improvements, and/or Common Area, Authority may perform the necessary work at the expense of Company.

ARTICLE 32
ASSIGNMENT AND SUBLETTING

32.01 Subleases and Assignments

Company may assign this Agreement to Space Florida at any time without the prior written consent of the Authority but upon not less than thirty (30) days' prior written notice to Authority. Further, Space Florida may subsequently assign this Agreement or sublease the Premises to the Company or an entity affiliated with Company (meaning an entity controlling, controlled by or under common control with, Company), without the prior written consent of the Authority but upon not less than thirty (30) days' prior written notice to Authority. Except for this limited ability, Company will not have the right to sell, assign, sublet, license or otherwise transfer any or all of the Premises or Company's Improvements without the prior written consent of Authority, which will not be unreasonably withheld, conditioned or delayed. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of Company; or (B) proposes a use different than those uses authorized in this Agreement. If transfer, sublease, assignment or delegation is approved, Company will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Agreement.

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

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

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

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

32.03 Subsequent Assignment/Sublease

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

32.04 Company's Liability

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

32.05 Authority: Right to Assign

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

32.06 Right of First Refusal

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

ARTICLE 33
MORTGAGE RIGHTS OF COMPANY

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

33.01 Leasehold Mortgage Requirements

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

33.02 Limitation of Judgment

Notwithstanding the principal amount of the Leasehold Mortgage, in the event of a future default by Company under the Leasehold Mortgage, at no time will the Leasehold Mortgagee be permitted to obtain a judgment against this Agreement that is greater than eighty percent (80%) of the then appraised value of the leasehold interest from an appraisal conducted by a reputable appraiser, who will be acceptable to both Authority and the Leasehold Mortgagee. The appraisal will be conducted no more than sixty (60) days prior to the entry of any final judgment against the Leasehold Mortgage.

33.03 Subordination

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

fee simple title interest of Authority in the Premises, or any portion of the Premises, be subordinated to the Leasehold Mortgage or encumbered by the Leasehold Mortgage.

33.04 Leasehold Mortgagee Assignment

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

33.05 Production of Documents

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

33.06 Mortgage Not An Assignment

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

33.07 Cure Rights of Leasehold Mortgagee

Upon Authority providing to Company any notice of default, termination, or notice of a matter on which Authority may predicate or claim a default, Company will provide every Leasehold Mortgagee with a copy of every such notice upon receipt from Authority. Any notice to be given by Company

to a Leasehold Mortgagee pursuant to this Section will be deemed properly addressed if sent by certified mail, return receipt requested, to the Leasehold Mortgagee. Authority will accept such performance by or at the instigation of such Leasehold Mortgagee as if Company had done the same.

33.08 Notice of Termination and Cure Periods

Upon the occurrence of an event of default that entitles Authority to terminate this Agreement, and notwithstanding any provision to the contrary, Authority may terminate this Agreement only if Authority notifies every known Leasehold Mortgagee that Authority intends to terminate this Agreement as a result of an event of default, such notice to be not less than thirty (30) days prior to the proposed effective date of such termination. The Leasehold Mortgagee may perform the obligations of Company as described in Section.09 below if, during such thirty (30) day termination notice period, the Leasehold Mortgagee will:

- A. Notify Authority of such Leasehold Mortgagee's desire to cure such event of default; and
- B. Pay or cause to be paid all Ground Rents, fees and other charges then due and in arrears as specified in the termination notice and those Ground Rents, fees and other charges that may become due; and
- C. Comply or, in good faith with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Agreement.

Authority will accept such performance by or at the instigation of such Leasehold Mortgagee as if Company had done the same.

33.09 Performance of Company Obligations by Leasehold Mortgagee

A. Subject to the provisions of Section.08 of this Article, if Authority elects to terminate this Agreement by reason of any event of default of Company, and if a Leasehold Mortgagee will have proceeded in the manner provided for in this Section, the specified date for the termination of this Agreement as fixed by Authority in its termination notice will be extended for a period of three (3) months, provided that such Leasehold Mortgagee will, during such three (3) month period:

- (1) Pay or cause to be paid the Ground Rents, fees and other charges of Company under this Agreement, as the same become due, and continue its good faith efforts, as determined solely by Authority, to perform all of Company's other obligations under this Agreement; and

- (2) If not enjoined or stayed, take steps to acquire or sell Company's interest in this Agreement by foreclosure of the Leasehold Mortgage or other appropriate means and procedures, which will be completed with due diligence; and
 - (3) Cure all events of monetary default and comply or, in good faith with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Agreement.
 - (4) If at the end of such three (3) month period Leasehold Mortgagee is in compliance with this Section, this Agreement will not terminate and the time for completion by Leasehold Mortgagee of its foreclosure or other proceedings will continue for so long as Leasehold Mortgagee is not enjoined or stayed from doing so and, thereafter, for so long as Leasehold Mortgagee proceeds to diligently and continuously pursue the acquisition or sale of Company's interest in this Agreement by foreclosure of the Leasehold Mortgage or by other appropriate means and provided that the Leasehold Mortgagee continues to comply with this Section. Nothing in this Section will be construed to extend this Agreement beyond its term or to require Leasehold Mortgagee to continue such foreclosure proceedings after any event of default has been cured. If the event of default is cured and the Leasehold Mortgagee discontinues such foreclosure proceedings, this Agreement will continue in full force and effect as if Company had not defaulted under this Agreement.
- B. If a Leasehold Mortgagee is complying with this Section, upon the acquisition of Company's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Agreement will continue in full force and effect as if an event of default had not occurred under this Agreement.
- C. Notwithstanding any other provisions of this Agreement, but subject to the limitations in this Section, any sale of this Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Agreement and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage, will be deemed to be a permitted sale, transfer, or assignment of this

Agreement and of the leasehold estate hereby created, subject to the approval of Authority, which will not be unreasonably withheld, conditioned or delayed.

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

ARTICLE 34
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 35
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 file a separate claim for damages arising from such condemnation including specifically, without limitation, for the value of the unexpired leasehold interest, the unamortized cost of constructing the Company's Improvements, moving costs and/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 Ground 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 file a separate claim for damages arising from such condemnation with respect to the portion of the Premises so taken including specifically, without limitation, for the value of the unexpired leasehold interest, the unamortized cost of constructing the Company's Improvements, moving costs and/or business loss, solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 36
BROKERAGE COMMISSION

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

ARTICLE 37
PERSONAL PROPERTY

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

ARTICLE 38
SURRENDER OF PREMISES

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

ARTICLE 39
NO ACCEPTANCE OF SURRENDER

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

ARTICLE 40
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 41
PERSONAL LIABILITY

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

ARTICLE 42
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 43
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 44
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 45
ATTORNEY'S FEES AND COSTS

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

ARTICLE 46
INVALIDITY OF CLAUSES

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

ARTICLE 47
HEADINGS

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

ARTICLE 48
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO Authority:
(MAIL DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622-2287
Attn: Chief Executive Officer

TO Company:
(MAIL DELIVERY)
CAE USA, Inc.
4908 Tampa West Blvd.
Tampa, FL 33634
Attn: President and General Manager

OR

OR

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

(HAND DELIVERY)
CAE USA, Inc.
4908 Tampa West Blvd.
Tampa, FL 33634
Attn: President and General Manager

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

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

ARTICLE 49

SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 50

FEDERAL RIGHT TO RECLAIM

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

ARTICLE 51

FAA APPROVAL

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

ARTICLE 52
RADON GAS NOTIFICATION

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

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

ARTICLE 53
AGENT FOR SERVICE OF PROCESS

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

ARTICLE 54
RELATIONSHIP OF THE PARTIES

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

ARTICLE 55
QUIET ENJOYMENT

If Company pays the Ground Rents and other amounts required under this Agreement, and observes and performs all the covenants, terms and conditions of this Agreement, Company shall peaceably and quietly

hold and enjoy the Premises for the Term and any renewal or extension thereof without interruption by Authority or any person or persons claiming by, through or under Authority, subject, nevertheless, to the terms and conditions of this Agreement.

ARTICLE 56
RECORDING

The Parties agree not to place this Agreement of record but each Party shall, at the request of the other, execute and acknowledge a Short Form Agreement or Memorandum of Agreement to be recorded, which shall indicate the provisions of Article 15 concerning liens, the Term of this Agreement (including the existence of the renewal options set forth in Section 5.04), the expansion right set forth in Section 3.02, and the location of the Expansion Area identified on Exhibit A-4, but omitting any required Ground Rent, and other terms; provided, however, that the failure to record said Short Form Agreement or Memorandum of Agreement shall not affect or impair the validity and effectiveness of this Agreement. The requesting party shall pay all costs, taxes, fees and other expenses in connection with or prerequisite to recording the Short Form Agreement or Memorandum of Agreement.

ARTICLE 57
AUTHORITY'S REPRESENTATIONS AND WARRANTIES

Authority represents, that to the best of its knowledge:

- (a) Authority has good and marketable fee simple title to the Premises;
- (b) That there are no zoning restrictions or use restrictions (whether public or private, recorded or unrecorded) which would prohibit construction of Company's Improvements or Company's use of the Premises as allowed under this Agreement or interfere with Company's rights over the Common Areas;
- (c) That Authority has not received any pre-suit offer or notice of taking from any federal, state, county, city or local governmental entity or agency with respect to any condemnation, taking or eminent domain proceedings as to or materially affecting the Premises.

ARTICLE 58
MISCELLANEOUS

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

ARTICLE 59
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 60
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.

ARTICLE 61
COMPLIANCE WITH PUBLIC RECORDS LAW

Upon receipt of a public records request for records relating to Company, Authority will email a copy of such request to Company via electronic mail to Dave.Allmand@caemilusa.com, or such other electronic mail address as Company may provide to Authority from time to time, and Authority shall also deliver a hard copy of such request to Company pursuant to the notice provisions contained in Article 48 of this Agreement. If Company does not object in writing within five (5) business days of Company's receipt of the electronic mail of such request, Company will have waived any objection and Authority may release the requested records as public records without liability. If Company objects, but Authority determines nonetheless that it must disclose such records in accordance with Florida Public Records laws, Authority will provide Company with written notice five (5) business days prior to the proposed disclosure.

In the event of any litigation brought by Company to enjoin the release of any records relating to Company, Authority agrees that it will allow the court to decide whether release is proper based upon the showings presented by Company and the requester. In addition to any indemnification obligations set forth elsewhere in this Agreement, Company shall intervene in the suit and indemnify Authority from and against any and all claims, actions, suits, demands, damages, obligations, liabilities, losses, judgements, costs and expenses including but not limited to attorneys' fees and expenses, court costs and all other costs incurred in litigation, settlement negotiation, trial, appeal or otherwise, arising out of or related to an action against Authority related to the release of Company records pursuant to a public records request.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2018.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Secretary

By: _____
Robert I. Watkins, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robert I. Watkins in the capacity of Chairman, and by _____ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

CAE USA Inc.

Sign in the presence of:

[Signature]
Witness Signature

John B. Atkinson
Print Name

[Signature]
Witness Signature

Bruce Toftie
Print Name

By: [Signature]

Title: Secretary

David C. Allmand
Print Name

4908 Tampa West Blvd., Tampa FL 33634
Print Address

CAE USA Inc.

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7th day of November 2018, by David C. Allmand in the capacity of Secretary at CAE USA Inc. (Individual's Name) (Individual's Title) (Name of organization or company, if any) a Corporation (Corporation/Partnership/Sole Proprietor/Other)

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

the following document of identification work badge

(Stamp or seal of Notary)



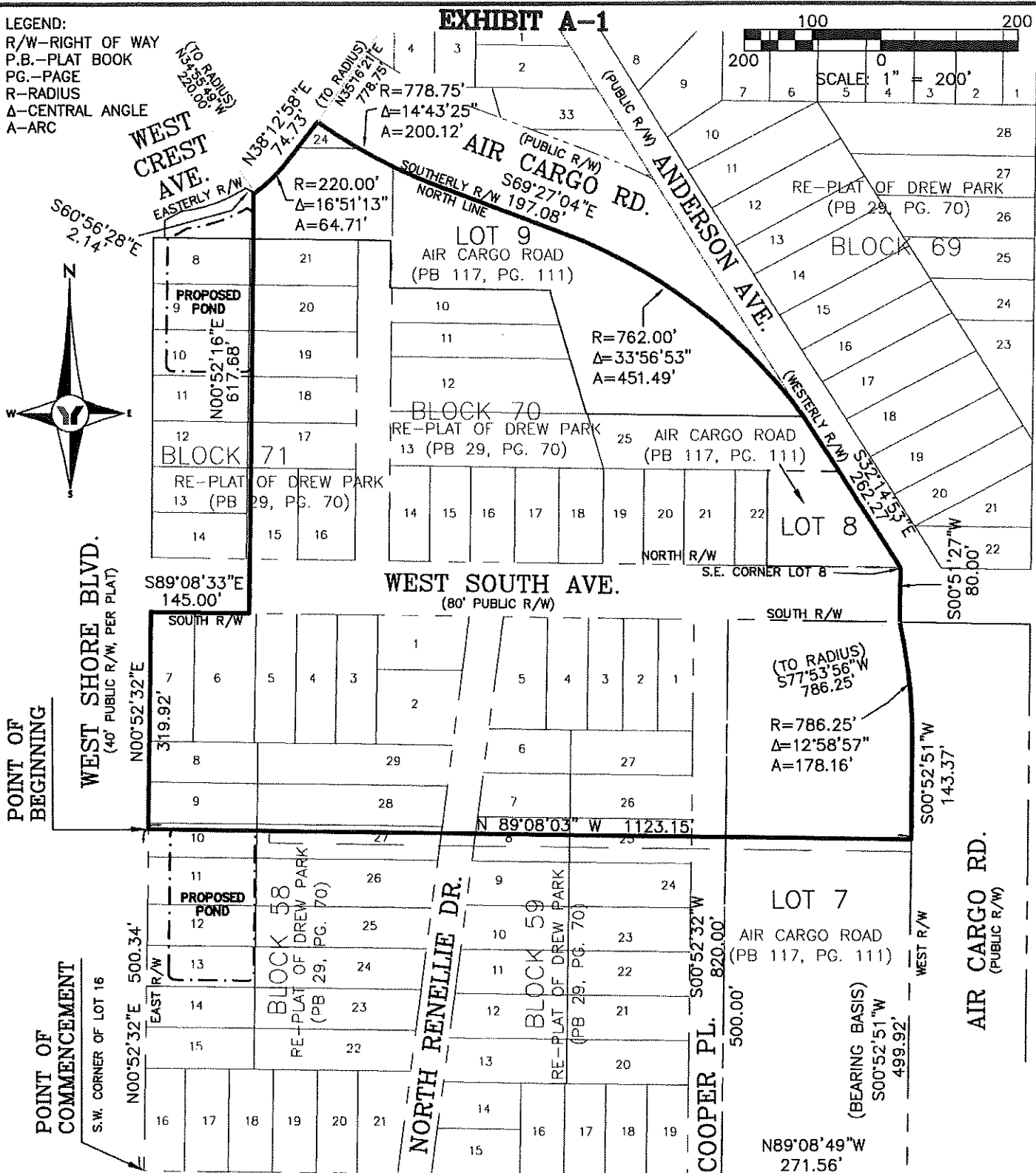
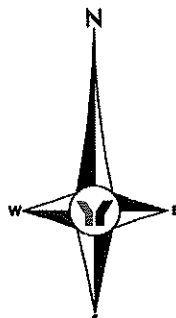
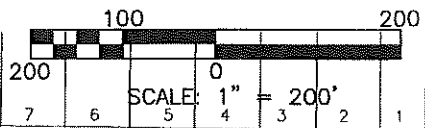
[Signature]
Signature of Notary

Vivian J. Rice
Type or Print Name of Notary

March 1, 2020
Date of Commission Expiration (if not on stamp or seal)

LEGEND:
 R/W—RIGHT OF WAY
 P.B.—PLAT BOOK
 PG.—PAGE
 R—RADIUS
 Δ—CENTRAL ANGLE
 A—ARC

EXHIBIT A-1



NOTE:
 This Sketch is comprised of two sheets and is not considered full and complete without the second sheet.

WEST OSBORNE AVE.
 (PUBLIC R/W)

PREPARED FOR:
Edge Architecture, Inc.
 13535 Feather Sound Dr., Suite 105
 Clearwater, FL 33762

**Air Cargo Road Parcel-A
 Sketch & Description**

SECTION 5 TOWNSHIP 29 S., RANGE 18 E.

REVISED	BY	DATE	DESCRIPTION

	INITIALS	DATE
CREW CHIEF		
DRAWN	P.L.	8/21/18
CHECKED	KCW	8/22/18
FIELD BOOK		
FIELD DATE		

F. Peter Lutz, Jr. PSM LS 5506
 DATE



George F. Young, Inc.
 10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913
 PHONE (941) 747-2981 FAX (941) 747-7234
 BUSINESS ENTITY LB21 WWW.GEORGEYOUNG.COM
 CIVIL & TRANSPORTATION ENGINEERING ECOLOGY/CIVIL/LANDSCAPE ARCHITECTURE
 PLANNING/SURVEYING/SUBSURFACE UTILITY ENGINEERING
 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA

JOB NO.
18005700LS
 SHEET NO.
1 of 2

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EXHIBIT A-2

DESCRIPTION:


A TRACT OF LAND LYING IN SECTION 5, TOWNSHIP 29 SOUTH, RANGE 18 EAST CONSISTING OF PORTIONS OF LOTS 7 AND 9, ALL OF LOT 8, AIR CARGO ROAD SUBDIVISION, AS RECORDED IN PLAT BOOK 117, PAGE 111 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; ALSO CONSISTING OF LOTS, OR PORTIONS THEREOF, LYING IN BLOCKS 58, 59, 70, 71 AND PORTIONS OF A VACATED STREET RIGHT-OF-WAYS FOR RENELLIE DRIVE, NORTH RENELLIE DRIVE, COOPER PLACE AND WEST SOUTH AVENUE AS SHOWN ON THE RE-PLAT OF DREW PARK, A SUBDIVISION, AS RECORDED IN PLAT BOOK 29, PAGE 70, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 58 OF SAID RE-PLAT OF DREW PARK, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF WEST SHORE DRIVE (A 40' WIDE PUBLIC R/W, PER PLAT); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N 00°52'32" E, 500.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE, N 00°52'32" E, 319.92 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST SOUTH AVENUE (AN 80' WIDE PUBLIC R/W); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF WEST SHORE BOULEVARD AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST SOUTH AVENUE S 89°08'33" E, 145.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, N 00°52'16" E, 617.68 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 9, OF THE ABOVE DESCRIBED AIR CARGO ROAD SUBDIVISION; THENCE ALONG SAID NORTH LINE, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF WEST CREST AVENUE (A DEDICATED PUBLIC R/W) THE FOLLOWING CALLS: SOUTH 60°56'28"E, 2.14 FEET TO ITS INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, WHOSE CENTER BEARS N 34°55'49" W, 220.00 FEET; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 220.00 FEET AND A CENTRAL ANGLE OF 16°51'13", 64.71 FEET TO THE POINT OF TANGENCY; THENCE N 38°12'58" E, 74.73 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF AIR CARGO ROAD (A PUBLIC R/W); THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST CREST AVENUE AND ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID AIR CARGO ROAD THE FOLLOWING CALLS: SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, WHOSE CENTER BEARS N 35°16'21" E, 778.75 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 778.75 FEET AND A CENTRAL ANGLE OF 14°43'25", 200.12 FEET TO A POINT OF TANGENCY; THENCE S 69°27'04" E, 197.08 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IS A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 762.00 FEET AND A CENTRAL ANGLE OF 33°56'53", 451.49 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF ANDERSON AVENUE (A 50' PUBLIC R/W); THENCE S 32°14'53" E, 262.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8 OF AIR CARGO ROAD SUBDIVISION, SAID CORNER LYING ON THE NORTH RIGHT-OF-WAY LINE OF SAID WEST SOUTH AVENUE; THENCE LEAVING SAID CORNER, S 00°51'27" W, 80.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST SOUTH AVENUE ALSO INTERSECTING THE WEST RIGHT-OF-WAY LINE OF SAID AIR CARGO ROAD; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID AIR CARGO ROAD, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE WEST, WHOSE CENTER BEARS S 77°53'56" W, 786.25 FEET; THENCE IN A SOUTHERLY DIRECTION, ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE HAVING A RADIUS OF 786.25 FEET AND A CENTRAL ANGLE OF 12°58'57", 178.16 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S 00°52'51" W, 143.37 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, N 89°08'03" W, 1123.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.33 ACRES, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN ARE ASSUMED, A BEARING OF S 00°52'51" W WAS USED ALONG THE WEST R/W LINE OF AIR CARGO ROAD.
3. THIS MAP IS INTENDED TO BE PLOTTED AT A SCALE OF 1"=200', OR SMALLER.
4. THIS SKETCH WAS PREPARED USING A PRIOR BOUNDARY SURVEY OF A PORTION OF THE PARCEL AND A SITE PLAN OF PROPOSED IMPROVEMENTS.
5. THE PROPOSED RETENTION PONDS WERE TAKEN FROM THE PROVIDED SITE PLAN.
6. THIS SKETCH IS COMPRISED OF TWO SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

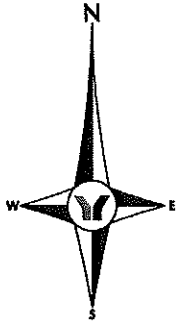
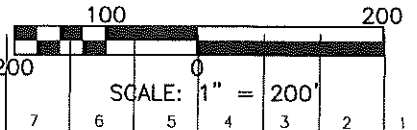
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED FOR: Edge Architecture, Inc. 13535 Feather Sound Dr., Suite 105 Clearwater, FL 33762		Air Cargo Road Parcel-A Sketch & Description SECTION 5 TOWNSHIP 29 S., RANGE 18 E.		REVISIONS BY _____ DATE _____ _____ _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">BY</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	BY	DATE	DESCRIPTION																
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CREW CHIEF	INITIALS	DATE																						
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FIELD BOOK																								
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 P.B.—PLAT BOOK
 PG.—PAGE
 R—RADIUS
 Δ—CENTRAL ANGLE
 A—ARC

EXHIBIT A-3



WEST CREST AVE.

AIR CARGO RD.
 (PUBLIC R/W)

ANDERSON AVE.
 (PUBLIC R/W)

WEST SHORE BLVD.
 (40' PUBLIC R/W, PER PLAT)

WEST SOUTH AVE.
 (80' PUBLIC R/W)

AIR CARGO RD.
 (PUBLIC R/W)

POINT OF BEGINNING
POINT OF COMMENCEMENT
 S.W. CORNER OF LOT 16

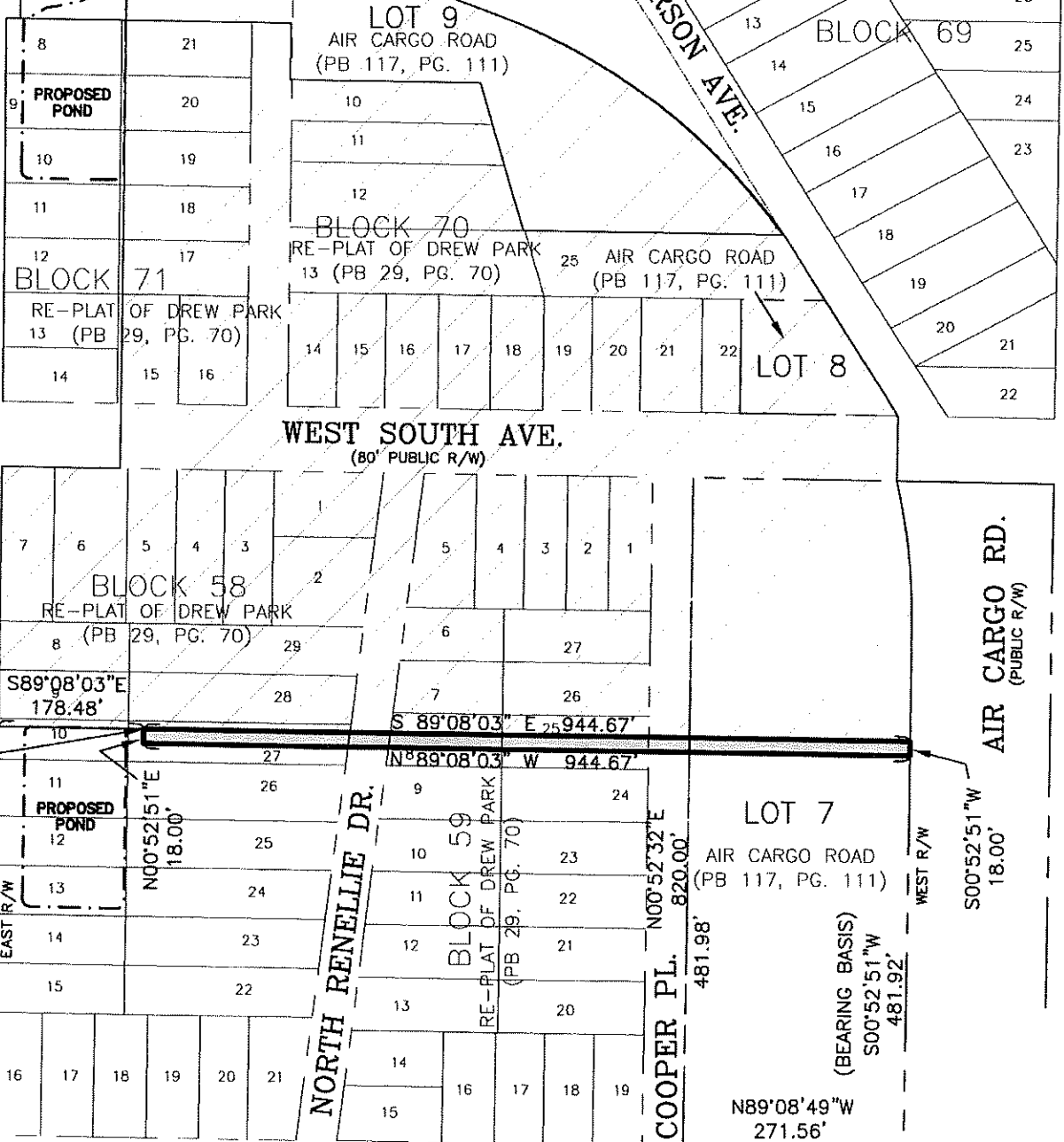
WEST SHORE BLVD.
 (40' PUBLIC R/W, PER PLAT)

NORTH RENELLIE DR.

COOPER PL.

(BEARING BASIS)

WEST OSBORNE AVE.
 (PUBLIC R/W)



NOTE:
 This Sketch is comprised of two sheets and is not considered full and complete without the second sheet.

PREPARED FOR: Edge Architecture, Inc. 13535 Feather Sound Dr., Suite 105 Clearwater, FL 33762		Air Cargo Road Parcel-B Sketch & Description		BY	DATE	DESCRIPTION
SECTION 5, TOWNSHIP 29 S., RANGE 18 E.		REVISION				
CREW CHIEF	INITIALS	DATE	George F. Young, Inc.			
DRAWN	PL	8/21/18	10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913			
CHECKED	KCW	8/22/18	PHONE (941) 747-2981 FAX (941) 747-7234			
FIELD BOOK			BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM			
FIELD DATE			CML & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE			
			PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING			
			GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA			
			JOB NO. 18005700LS			
			SHEET NO. 1 of 2			

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 LOGIN: Lutz, Peter
 PLOTTED: 9/5/2018 1:31 PM

EXHIBIT A-4

DESCRIPTION:


AN (18' WIDE) STRIP OF LAND LYING IN SECTION 5, TOWNSHIP 29 SOUTH, RANGE 18 EAST CONSISTING OF A PORTION OF LOT 7, AIR CARGO ROAD SUBDIVISION, AS RECORDED IN PLAT BOOK 117, PAGE 111 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; ALSO CONSISTING OF LOTS, OR PORTIONS THEREOF, LYING IN BLOCKS 58 AND 59, AND PORTIONS OF A VACATED STREET RIGHT-OF-WAYS FOR NORTH RENELLIE DRIVE, COOPER PLACE AND (NON-VACATED R/W) OF WEST SOUTH AVENUE AS SHOWN ON THE RE-PLAT OF DREW PARK, A SUBDIVISION, AS RECORDED IN PLAT BOOK 29, PAGE 70, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 58 OF SAID RE-PLAT OF DREW PARK, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF WEST SHORE DRIVE (A 40' WIDE PUBLIC R/W, PER PLAT); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N 00°52'32" E, 500.34 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF WEST SHORE BOULEVARD, S 89°08'03" E, 178.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°08'03" E, 944.67 FEET TO ITS INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF AIR CARGO ROAD (A PUBLIC R/W) AS SHOWN ON THE AFOREMENTIONED AIR CARGO ROAD SUBDIVISION PLAT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S 00°52'51" E, 18.00 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, N 89°08'03" W, 944.67 FEET; THENCE N 00°52'51" E, 18.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.39 ACRES, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN ARE ASSUMED, A BEARING OF S 00°52'51" W WAS USED ALONG THE WEST R/W LINE OF AIR CARGO ROAD.
3. THIS MAP IS INTENDED TO BE PLOTTED AT A SCALE OF 1"=200', OR SMALLER.
4. THIS SKETCH WAS PREPARED USING A PRIOR BOUNDARY SURVEY OF A PORTION OF THE PARCEL AND A SITE PLAN OF PROPOSED IMPROVEMENTS.
5. THE PROPOSED RETENTION PONDS WERE TAKEN FROM THE PROVIDED SITE PLAN.
6. THIS SKETCH IS COMPRISED OF TWO SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

PREPARED FOR: Edge Architecture, Inc. 13535 Feather Sound Dr., Suite 105 Clearwater, FL. 33762		Air Cargo Road Parcel-B Sketch & Description SECTION 5 TOWNSHIP 29 S., RANGE 18 E.		REVISED	BY _____ _____	DATE _____ _____	DESCRIPTION _____ _____
CREW CHIEF _____	INITIALS _____	DATE _____	 George F. Young, Inc. 10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211-4913 PHONE (941) 747-2981 FAX (941) 747-7234 BUSINESS ENTITY LB21 WWW.GEORGEFYOUNG.COM CIVIL & TRANSPORTATION ENGINEERING ECOLOGY GIS LANDSCAPE ARCHITECTURE PLANNING SURVEYING SUBSURFACE UTILITY ENGINEERING GAINESVILLE • LAKEWOOD RANCH • ORLANDO • ST. PETERSBURG • TAMPA Since 1919		JOB NO. 18005700LS	SHEET NO. 2 of 2	
CHECKED KCW 8/22/18		F. Peter Lutz, Jr. PSM LS 5506		DATE _____			
FIELD BOOK _____		FIELD DATE _____					

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EXHIBIT B

STANDARD PROCEDURE	Number: <u>S250.06</u>
Aviation Authority	Effective: <u>05/31/02</u>
	Revised: <u>05/09/17</u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	Page: <u>1</u> of <u>7</u>

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Executive Vice President of Facilities and Administration or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement

STANDARD PROCEDURE

Aviation Authority

Subject: CONTRACTUAL INSURANCE
TERMS AND CONDITIONS

Number: S250.06

Effective: 05/31/02

Revised: 05/09/17

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providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

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

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such

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compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Executive Vice President of Facilities and Administration or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

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

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of

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insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

- a. Indicate that, to the extent required by the contract:
 - i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and
 - ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the certificate holder as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;
and,
- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of

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the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Executive Vice President of Facilities and Administration or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.
3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.
4. Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

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I. Applicable Law:

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

J. Waiver of Subrogation:

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

K. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

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Aviation Authority

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a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

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

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority.

APPROVED: Joe Lopano

DATE: 5/9/17

EXHIBIT C
Environmental Baseline Report

2/21/07	Drew Park VCA voluntary cleanup agreement FDEP 2-21-07
7/5/16	Parcel 6002 Supplemental Site Assessment Report, CB&I Environmental & Infrastructure, Inc.
7/20/16	Parcel 6002 FDEP letter
2/7/18	CAE Ground Lease Environmental Review, APTIM Environmental & Infrastructure, Inc.
7/2/18	Parcel 7107 Template Site Assessment Report, APTIM Environmental & Infrastructure, Inc.
7/3/18	Parcel 6002 Site Assessment Status Report, APTIM Environmental & Infrastructure, Inc.
7/13/18	Parcel 6002 FDEP letter
7/18/18	Parcel 7107 EPC letter
7/25/18	CAE Ground Lease Environmental Review, APTIM Environmental & Infrastructure, Inc. (updates 2/7/18 review)

EXHIBIT D
Design Review Checklist

Please provide a set of plans including:

- Location of all structures
- Property lines
- Current and future Easements
- Roadways and curb cuts
- Setback lines
- Sidewalks and connection to the multipurpose trail along Air Cargo Road
- Vehicle Parking Areas
- Loading Areas
- Dumpster/Trash Areas
- Outside storage areas, if any
- Landscaping features
- Limits of clearing
- Existing trees to be preserved
- Size of all buildings
- Capacity of all parking areas
- Parking data calculations
- Existing topography and proposed grading
- Utility connections (must be underground)
- Location of storm water facilities

Building Elevations Including:

- Location and color of all materials, with samples
- Roof and parapet heights
- Profile of roof mounted equipment and screening

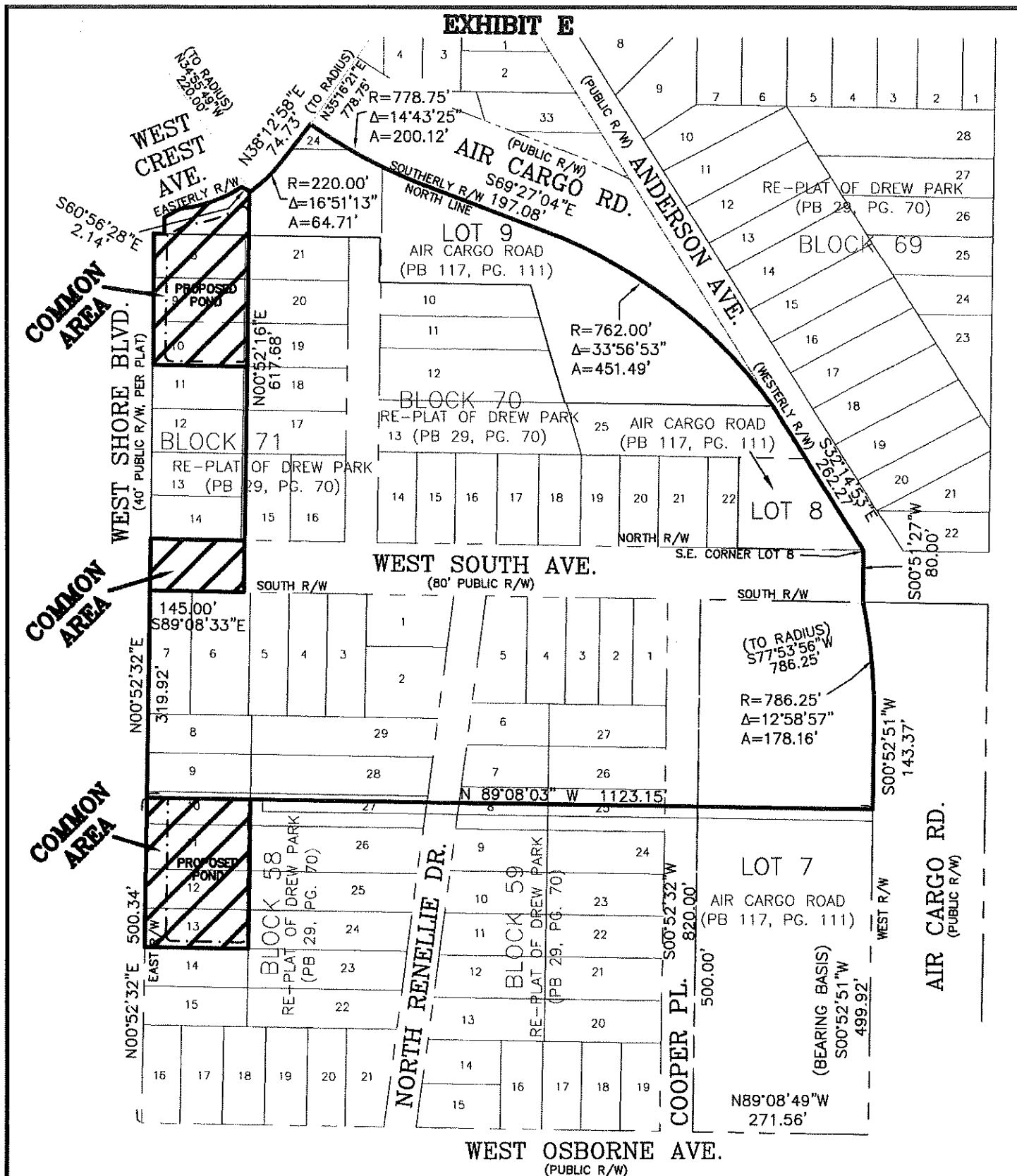
Please note that Masonry, concrete and glass are preferred materials. Metal panels and EIFS will not be accepted. Glass should not reflect in a way that might interfere with the operation of aircraft.

Screening details for:

- Dumpster/Trash areas
- Outside storage areas
- Rooftop equipment
- Utility transformers, meters, etc.

Other considerations:

- Lights should not point upward and should not interfere with the operation of aircraft
- The building shall not cover more than 50% of the site
- The building and hard surfaces shall not cover more than 80% of the site
- Setbacks should present a quality appearance and be adequate for the adjoining use
- A storm water management plan is required



PREPARED FOR: Edge Architecture, Inc. 13535 Feather Sound Dr., Suite 105 Clearwater, FL 33762		Air Cargo Road Project Common Areas		REVISIONS BY: _____ DATE: _____ DESCRIPTION: _____
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