

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE AGREEMENT

UNITED AIRLINES, INC.

TAMPA INTERNATIONAL AIRPORT

Board Date: _____

Prepared By:
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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 February, 2019, 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 United Airlines, 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 and construction of Company's Improvements as defined in this Agreement, and Authority is agreeable thereto under the terms and conditions contained in this Agreement.

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

Airport – Tampa 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 60,000 and all of the improvements required to support the building, including but not limited to, drives, parking areas, sidewalks, landscaping, utility connections, truck docks, aircraft apron and taxilanes.

Company's Representative - Person that Company designates by written notice to Authority.

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

Premises - As 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 9.5 acres of unimproved real property (413,820 square feet, more or less), the general location of which is depicted on Exhibit A-1, Premises Location, and more particularly depicted on Exhibit A-2, Premises Detail, dated March 01, 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 water, oil, gas, or mineral rights underlying any portion of the Premises.

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

- B. The Premises are leased to Company in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, without representation or warranty by Authority except as otherwise provided elsewhere herein.
- C. Except as provided in Exhibit D, Site Preparation, which is attached hereto and by this reference made a part hereof, 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 Rents equal to the actual cost of the work as described in Exhibit D, not to exceed \$1,239,602, required to prepare the Premises for construction of Company's Improvements. Company, its agents, servants, and/or employees will perform any site work required to accomplish site preparation. Once a month, Company will provide Authority with a detailed accounting of the actual costs incurred to perform site preparation during the previous month. 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 Rent credit as set forth above.
- E. If, during the performance of the site preparation and/or construction of the Company's Improvements (i) 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, and/or (ii) 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, 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, with any modifications necessary to accommodate the construction of Company's Improvements in light of such discovery of Hazardous Substances or archaeological sites or protected species; provided that, if no such resolution can be reached, with both Parties acting reasonably, within ninety (90) days of Company's notice of such discovery, then Company may, at Company's option, terminate this Agreement by written notice to Authority. Credits against Rents for the costs of removing the items described in (i) and (ii) above shall be agreed to by the Parties and will not be subject to the cap set forth above in paragraph (D).

ARTICLE 4
USES AND RESTRICTIONS

4.01 Company will use the Premises solely and exclusively in connection with the construction, operation and maintenance of a hangar to be used for the maintenance and storage of aircraft used in the normal course of Company's operations, including, but not limited to charter operations, if any, and related ancillary uses. Company will not use the Premises for any other purpose or use unless approved in writing by the Authority and in compliance with all applicable governmental Laws.

4.02 Restrictions

Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Premises, unless the Authority agrees otherwise in writing.

4.03 Exclusions and Reservations

A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article, unless approved in advance in writing by Authority's Representative.

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

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

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

ARTICLE 5

TERM

5.01 Effective Date

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

5.02 Commencement Date

The Term of this Agreement commences on February 14, 2019 (hereinafter referred to as the "Commencement Date").

5.03 Term

The initial Term of this Agreement will be for Twenty (20) years beginning on the Commencement Date and terminating at midnight on February 13, 2039. If the renewal options described in 5.04 below are exercised, the final termination date will be the date set forth in Section 5.04 below of this Article.

5.04 Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any Rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for two, five (5)-year periods upon written request by Company at least 180 days prior to this Agreement's then expiration. Such renewal will be effective by letter without formal amendment to this Agreement. Upon the Company's exercise of the first of the two five (5) year renewal options, this Agreement will have a termination date of February 13, 2044 and upon the Company's exercise of the second of the two five (5) year renewal options, this Agreement will have a final termination date of February 13, 2049. Company and Authority explicitly understand and agree that in no event will additional renewal options be offered to Company, its successors, or assigns.

5.05 Holding Over

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

ARTICLE 6
PAYMENTS

6.01 Rents

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents, taxes, and charges on or before the first day of each and every month throughout the Term and any renewal terms for the Premises, commencing on the first calendar day after the later of (i) the satisfaction of the contingencies outlined in Article 9 (hereinafter referred to as the "Rents"), and (ii) the earlier of (a) twenty-four (24) months following the Commencement Date, (b) completion of the Company's Improvements and the issuance of a certificate of occupancy, or (c) the date Company occupies and begins operations from the Company's Improvements. For any period of less than one calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis. Rents are comprised of the following:

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

Ground Rent (413,820 sq. ft. @ \$0.72 per square foot per year) at \$297,950.40 annually, payable at \$24,829.20 monthly.

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

Recognizing that title to Company's Improvements shall vest in the Authority upon issuance of a certificate of occupancy, Authority agrees that no rent associated with Company's Improvements will be due during the initial Term and the two renewal options.

- B. 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.

C. Company's Improvements

Title to the Company's Improvements shall automatically vest in the Authority, without further action or notice, upon Company receiving a certificate of occupancy, subject to the terms and provisions of this Agreement and the leasehold estate herein created.

D. Adjustment

Effective upon the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the Term of this Agreement and any renewal terms, the annual Rents for the Premises will be increased based upon increases in the Consumer Price Index (as that term is defined below).

For the purposes hereof, the term "Consumer Price Index" will mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. City Average: all items), issued by the Bureau of Labor Statistics for the U.S. Department of Labor using the year 1982-84 as a base year of 100 (the "Index Number"). Beginning with the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date thereafter during the Term of this Agreement and any approved renewal terms, the Rents will be increased by multiplying the Rents applicable for the preceding year by a fraction, the numerator of which will be the Index Number for the third (3rd) month preceding the commencement of the new year and the denominator of which will be the Index Number for the third (3rd) month preceding the commencement of the preceding year. Notwithstanding the foregoing, in no event will the Rents for any year during the Term hereof be less than the Rents for the preceding year. In the event that the Index Number herein referred to will cease to be published during the Term of this Agreement, or a substantial change is made in the method of establishing such Index Number, then the determination of the adjustment will be made with the use of such conversion factor, formula or table as may then be published by the Bureau of Labor Statistics, or if none is available, the Parties will accept comparable statistics on the cost of living in the United States as will then be computed and published by any agency of the United States, or if none, by a respected periodical mutually agreeable to Authority and Company.

6.02 Interest on Delinquent Payments

Without waiving any other right or action available to Authority, in the event of default of Company's payment of Rents, fees and other charges due hereunder, and in the event Company is delinquent in any such payments to Authority for a period of five (5) days after the payment is due, Authority

reserves the right to charge Company interest thereon from the date the Rents, fees and other charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rents, fees or other charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.

6.03 Rents, Fees and Other Charges a Separate Covenant

Except as specifically forth in this Agreement, Company will not for any reason withhold or reduce its required payments of Rents, fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents, fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder; provided, however, Company may pay such Rents, fees and other charges under protest and nothing contained herein shall preclude the Company from contesting the validity of Rents, fees and charges Company may have paid whether under protest or otherwise.

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

Upon at least sixty (60) days' advanced written notice at any time or times during the Term of this Agreement or within three years after the end of the Term of this Agreement, including any renewal options, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's books and records related to this Agreement for the purpose of determining compliance with the Agreement.

6.05 Place of Payments

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

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

Or

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

Or

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

ARTICLE 7
OBLIGATIONS OF COMPANY

7.01 Business Operations

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

7.02 Conduct of Employees and Invitees

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

7.03 Equipment and Vehicle Parking

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

7.04 Sound Level

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

7.05 Garbage, Debris, or Waste

Company will promptly remove from the Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Premises or 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 due care when affecting removal of all such waste.

7.06 Nuisance

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

7.07 Excessive Load

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

7.08 Flammable Liquids

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

7.09 Frequency Protection

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

Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

7.10 Taxes

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

7.11 Permits and Licenses

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

7.12 Disabled Aircraft

Company will remove any of its disabled aircraft from the airfield as soon as reasonably possible after release from proper authorities. Company will place or store such disabled aircraft only in Company's storage areas and upon such terms and conditions as may be determined by Authority's Chief Executive Officer or designee. In the event Company fails to remove any of its disabled aircraft as expeditiously as possible, Authority may, but is not obligated to, cause the removal of such disabled aircraft and invoice Company accordingly. Upon receipt of such invoice, Company will pay to Authority the costs incurred for such removal plus 15%. Nonpayment of such invoice by Company will be deemed a default pursuant to Article 10 of this Agreement.

7.13 Vapor or Smoke

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

7.14 Security Badging

Any Company employee, or any employee of its contractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Agreement will be badged with an Airport identification badge (hereinafter referred to as "Badge") provided by Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A new or renewed Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges.

Company will be assessed a fine in an amount not to exceed the then current fine established by the Authority (on a uniform and non-discriminatory basis) for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of the Agreement, or upon written request by Authority. This fine will be paid by Company within 15 days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any Company employee who has been issued a Badge by the Authority is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly. If the Badge is not returned to the Authority promptly, then Company will be billed per Standard Procedure S351.01, Lost, Stolen or Not Properly Returned Identification Security Badges, as amended from time to time.

7.15 Keying Scheme

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

ARTICLE 8

COMPANY'S IMPROVEMENTS

8.01 Company's Duty to Construct

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

8.02 Permits and Approvals

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

8.03 No Waiver/No Liability

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

8.04 Construction Easements and Rights of Way

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

8.05 Time for Commencement of Construction

Company will commence construction of Company's Improvements containing no less than 60,000 square feet within twenty four (24) months of the Commencement Date of this Agreement and will use commercially reasonable efforts to complete construction of Company's Improvements within thirty six (36) months from the Commencement Date of this Agreement. Neither Party will be liable to the other Party for any failure, delay or interruption in performance caused by Force Majeure events or circumstances. However, nothing in this Section abates, postpones or diminishes Company's obligation to make all payments due to Authority in accordance with the Payments Article of this Agreement.

8.06 Company's Responsibilities for Company's Improvements

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

8.07 Failure to Construct

- A. Failure of Company to commence construction of Company's Improvements within twenty four (24) months of the Commencement Date of this Agreement (or any extended date for the commencement of construction as agreed to in writing by the Parties) will constitute an event of default under the Default and Termination Article of this Agreement, allowing Authority to terminate this Agreement and have no further obligations hereunder. Prior to such termination, Authority will notify Company and its leasehold mortgagee(s) (if any) of its intent to terminate this Agreement, which notice will include a cure period as described in this Agreement.
- B. Company will restore all areas that were impacted by the construction of Company's Improvements, including releasing any construction easements and rights-of-way and the like, to as good condition as existed prior to construction, as determined by Authority.

ARTICLE 9
CONTINGENCIES

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

- 9.01 Company submitting to the Authority a Form 7460 showing that its intended use of the Premises as set forth in the Uses and Restrictions Article of this Agreement will comply fully with Part 77 of the Federal Aviation Regulations, including without limitation, building height limitations, tower and crane height limitations, and microwave and other communications limitations. Unless, the Parties otherwise agree in writing, 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 ninety (90) days after the effective date of this Agreement. Authority will review such plans and specifications and other documents and information and then coordinate the submission of such items to the FAA. This condition precedent will be satisfied by Company's delivery to Authority of the above documentation and Authority's review and concurrence.
- 9.02 Company obtaining the approval from the Authority of the plans and specifications for its proposed development and use of the Premises. Within one hundred twenty (120) days after the execution of this Agreement, Company will submit to Authority and Authority will review such plans and specifications and proposed use. This condition precedent will be satisfied by Authority's delivery to Company of written notice that such plans and specifications and proposed use have been approved. Authority shall provide its approval or disapproval of such plans and specifications within thirty (30) days after Company's submittal to the Authority thereof.
- 9.03 Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement being in compliance 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 The Premises being in a condition reasonably satisfactory to Company and, as reasonably determined by Company, suitable for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement.
- 9.05 Company will have one hundred eighty (180) days after the Commencement Date of this Agreement to satisfy, or if permitted by the following sentence, waive in writing all of the contingencies set forth in this Article. Company may waive all of the contingencies set forth in this Article except for Subsections 9.01, 9.02, and 9.03, 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 one hundred eighty (180) days after the Commencement Date, then, unless Company and Authority agree otherwise in writing, this Agreement will automatically terminate.

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

ARTICLE 10
IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Written Approval

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

10.02 Conditions

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

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

10.03 Completion of Company's Improvements

Within 120 days of completion of any construction herein permitted, Company will cause to be prepared and delivered to Authority record documents as required under the Tenant Work Permit process, including but not limited to, as-builts, legal descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with Authority's Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time.

ARTICLE 11

MAINTENANCE AND REPAIR OF PREMISES AND COMPANY'S IMPROVEMENTS

11.01 Company's Responsibilities

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

A. Landscaping

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

B. Electrical Service

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

C. Aircraft Apron

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

D. Vehicle Parking Areas

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

E. Required Scheduled Maintenance

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

1) Roof

Company will obtain periodic roof inspections per the roof manufacturer guidance by a qualified roof inspector/contractor to determine required maintenance action.

2) Building Exterior

Building exterior will be inspected annually, on or before each anniversary date of the Commencement Date. Mildew, staining, dirt, cobwebs, etc. will be cleaned as needed.

3) Hangar Doors

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

4) Equipment Inspection

All HVAC equipment will be inspected monthly, replacing air filters as required. HVAC quarterly, semi-annual and annual maintenance will be performed in accordance with the manufacturer's recommendation. A qualified service vendor

will inspect HVAC systems at least annually, on or before each anniversary date of the Commencement Date.

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

F. End of Term Condition

In addition to the scheduled maintenance required under this Article, Company will maintain Company's Improvements and Premises to ensure that at the end of the term of this Agreement their condition will be in a good state of repair, reasonable wear and tear and obsolescence excluded, 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) All hangar doors will open and close properly.
- 4) The exterior paint will be free of unsightly conditions.
- 5) The interior of Company's Improvements will be painted within one year prior to the termination of this Agreement.
- 6) The storm water system will be working properly.
- 7) The exterior pavements will be in good condition without pot holes and spalling.

11.02 Copies of Reports and Warranties

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

11.03 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship. Authority will be the sole, but reasonable, judge of the quality of maintenance. Authority or its authorized agents may at any reasonable time, without notice, enter upon the Premises and Company's Improvements to determine if maintenance satisfactory to

Authority is being done. If it is determined that maintenance is not satisfactory, in Authority's reasonable judgment, Authority will so notify Company in writing with adequate detail and description of any objections and provide a time frame for Company to rectify same.

11.04 Reimbursement of Authority Made Repairs

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

ARTICLE 12

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ARTICLE 13

TITLE TO IMPROVEMENTS

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

ARTICLE 14
DEFAULT AND TERMINATION

14.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein that remains uncured following thirty (30) days of Company's receipt of a written notice thereof from Authority.
- 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 in connection with a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

14.02 Authority's Remedies

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

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

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

14.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for

and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement.

14.04 Company's Remedies

Upon 30 days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any Rents or charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, or for any reason beyond Company's reasonable control, 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 will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Company to the Premises. Company is specifically prohibited from subjecting Authority's interest in the Premises to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises. Notwithstanding anything contained herein to the contrary, Company may, at its own expense, contest the validity of any alleged or asserted lien and may permit any contested lien to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless by such action any part of the Premises may be subject to a material risk of loss or forfeiture, in any of which events such lien shall be promptly satisfied or bonded around in accordance with Florida Law.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement

between Authority and Company, Company will cause any such lien to be discharged of record within 30 days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Company contests to conclusion the claim giving rise to such lien.

Company will furnish releases or waivers as may reasonably 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.

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. 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 and its officers, employees, customers, patrons, invitees, contractors, suppliers of materials and furnishers of services will have the right of ingress and egress to and from the Airport and the Premises, the streets and public ways 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.

Company shall have the right of ingress and egress between the Premises and the public landing area at the Airport, by means of existing taxiways to be used in common with others having rights of passage thereon; and between the Premises and the Company's adjoining facilities, by means of access over the area adjacent to the Premises.

17.02 Methods of Ingress or Egress

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

ARTICLE 18
INDEMNIFICATION

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) incurred or sustained by any Party hereto, any agent or employee of any Party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in part by the negligence of a Party indemnified hereunder.

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 for which the Company is required to indemnify Authority hereunder. 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.

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

B. Airline Liability

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

	<u>Agreement Specific</u>
Each Occurrence	\$10,000,000
Personal and Advertising Injury each Occurrence	\$10,000,000
Products/Completed Operations Aggregate	\$10,000,000

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	\$5,000,000
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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

As an alternative to obtaining Environmental Impairment (Pollution), Company may provide for reasonable limits of self-insurance as agreed with the Authority against the environmental risks that would be covered by a third-party insurer providing environmental liability Insurance. If Company self-insures against such environment risks, Company shall make available its financial statements and other documentation necessary for the Authority to review the self-insurance request. All amounts paid to the Authority by Company on account of any self-insurance program shall be deemed insurance proceeds for purposes of this Agreement.

E. Aircraft Liability Insurance

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

Bodily Injury, Personal Injury and Property Damage Liability Combined single limit	\$10,000,000
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If Company does not own or lease aircraft non-owned aircraft liability insurance is still required.

F. Hangarkeeper's Legal Liability Insurance

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

Each Aircraft	\$10,000,000
Each Occurrence All Aircraft	\$10,000,000

G. Property Insurance

Company is responsible for insuring its own property, including any contents, improvements, or betterments. The Authority will insure the building and its fixed property; such coverage is solely to protect the Authority's interest. The Company is advised to seek its own independent counsel and advice on the adequacy and suitability of any insurance coverage, whether placed by the Authority or 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 covered 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 5, 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' Rents, fees and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and charges due hereunder (hereinafter referred to as "Payment Security"). Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Rents, fees and charges payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within 90 days of the date such event becomes known to Authority, may impose or re-impose the

requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of 18 consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.

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

20.02 Satisfactory Performance

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

ARTICLE 21
PROPERTY DAMAGE

21.01 Partial Damage

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

21.02 Extensive Damage

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

21.03 Complete Destruction

In the event damages as referenced in Section .01 of this Article are so extensive as to render the entire Premises and/or Company's Improvements untenable, and the Premises and/or Company's Improvements cannot be repaired within 120 days, Company will give Authority prompt notice thereof. Within 30 days, Authority will advise Company in writing of its decision as to whether Authority will repair, replace, or reconstruct the Premises and/or Company's Improvements. If Authority's decision is that it will repair, replace, or reconstruct the Premises and/or Company's Improvements, Authority will commence the full restoration of the Premises and/or Company's Improvements and diligently and continuously prosecute the same to full completion at its own cost and expense. In the event Authority does not repair, replace, and reconstruct the Premises and/or Company's Improvements, Authority will not be required to grant alternative premises.

21.04 Abatement of Rent

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

21.05 Limits of Authority's Obligations Defined

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

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 of which it has received actual notice, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of Company's receipt of written notice from the Authority, unless a longer period is specified in such notice from the Authority to the Company.

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 ("Environmental Laws") that apply to Company's facilities or operations at the Premises and acknowledges that such Environmental Laws 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 Environmental Laws at the Premises, and for any non-compliance by Company with any permits issued to Company pursuant to such Environmental Laws and related to the Premises, 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 with jurisdiction over the Premises regarding possible violation of any Environmental Laws upon the Premises.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of Environmental Laws will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation or notice of non-compliance or other enforcement action of the nature described herein will be provided to Authority within five (5) business days of receipt by Company or Company's agent. Any violation that Company is required to rectify per Environmental Laws 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 unlawfully discharge or knowingly 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 contrary to Environmental Laws. In addition, Company will not unlawfully discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable Environmental Laws, 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 unlawful discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems in violation of this provision will, if not remedied by Company with all due

dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- B. Company will comply with all applicable Environmental Laws relating to any transportation, storage, handling, or disposal of hazardous wastes in connection with the Company's use of the Premises. Notwithstanding the above, the Authority shall take on responsibility as generator of existing soils at the Premises, including any such soils encountered during construction of Company's Improvements that may require offsite disposal and the associated costs of said disposal.
- C. Company agrees to provide Authority, within 10 days after Authority's written request, copies of all hazardous waste documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises.
- D. At the end of this Agreement, Company will dispose of all of Company's solid and hazardous wastes and containers at the Premises in compliance with Environmental Laws. Copies of any waste manifests will be provided to Authority at least 30 days prior to the end of this Agreement.

23.03 Hazardous Substance

- 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.

23.04 Prior and Non-Company Environmental Impacts

Nothing in this Agreement will be construed to make Company liable in any way for any environmental impacts (including subsurface contamination or other environmental conditions) or releases of Hazardous Substances, as defined herein, affecting the Premises that occurred (i) prior to Company's entry upon, or occupancy of, the Premises; (ii) as a result of the actions of Authority or any of its employees, agents, or contractors; or (iii) as a result of the actions of any third party. Company and Authority acknowledge and agree that Exhibit C, Environmental Baseline Report, dated December 10, 2018, attached hereto and by this reference made a part hereof, states the condition of the Premises to the best of the Parties' knowledge on the Effective Date of this Agreement, and the statements contained therein are acknowledged by the Parties. The Parties acknowledge that Company will prepare an additional Environmental Report within 90 days of the execution of this Agreement which will be attached as a supplement to Exhibit C. The Parties acknowledge that additional prior environmental impacts not identified in Exhibit C may be identified in the future and the extent or nature of known existing environmental conditions may also be further identified.

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 Environmental Laws, 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 caused by Company, and for all fines and penalties in connection therewith. All petroleum storage systems operated by Company will be registered by Company, and Company will display any registration placard issued to the extent required by law.

- B. Company will train its employees engaged in fuel delivery and dispensing, and obligate its suppliers to similarly train their employees, 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 any fuel farm facilities on the Premises will be attended by a Company employee or contractor. Company will comply with all applicable 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, if applicable, 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 other 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 will submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity, if required by applicable Environmental Laws. 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 Environmental Laws) generated, stored, handled, or otherwise used by Company to the extent practicable by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable Environmental Laws). If required, 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. If Company submits a Notice of Intent to the FDEP, a copy will also be submitted to Authority. Company will observe applicable requirements including, but not limited to: certification of non-stormwater discharges; 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, within the same 120-day period and at its own expense, complete an environmental inspection of the Premises. If warranted by the findings of Company or Authority's inspection, soil and/or groundwater sampling will be performed at the Company's expense, by a qualified professional acceptable to Authority, and the results will be reported to Authority. Authority may also choose to conduct such sampling at its own expense. If the results of such sampling indicate that the Premises have been impacted by the release of Hazardous Substances by Company, Company will immediately take such action as is required by Environmental Law.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 25

NON-DISCRIMINATION

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

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

25.01 Civil Rights – General – 49 USC § 47123

- A. Compliance:

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

This provision obligates the Company for the period during which the property is owned, used or possessed by the Company 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.

B. Duration:

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

25.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

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

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

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

request the United States to enter into the litigation to protect the interests of the United States.

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

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

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public

and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

- (9) The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

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

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

ARTICLE 26
NON-EXCLUSIVE RIGHTS

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

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 28
RIGHT OF ENTRY

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

ARTICLE 29
RIGHT OF FLIGHT

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

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. Company further expressly agrees for itself, its

successors and assigns, to prevent any use of the Premises 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, upon prior written notice and reasonable opportunity to cure, 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 agreements between Authority and the United States government, or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such future or existing agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. Authority agrees to provide Company written advance notice of any provisions which would adversely modify the material terms of this Agreement.

ARTICLE 31
SIGNS

31.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises, Company's Improvements, and/or Common Areas. Nothing contained herein shall preclude Company from placing approved signage at the Premises.

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 and/or Company's Improvements, and, in connection therewith, will restore the portion of the Premises and/or Company's Improvements affected by such signs or advertising to the same conditions as existed at the commencement of the term. In the event of failure on the part of Company to remove,

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

ARTICLE 32
ASSIGNMENT AND SUBLETTING

32.01 Subleases and Assignments

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

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, except as provided in Section 32.01 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.

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.

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, 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 named an additional 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. 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.

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

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

Mortgagee discontinues such foreclosure proceedings, this Agreement will continue in full force and effect as if Company had not defaulted under this Agreement.

- B. If a Leasehold Mortgagee is complying with this Section, upon the acquisition of Company's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Agreement will continue in full force and effect as if an event of default had not occurred under this Agreement.
- C. Notwithstanding any other provisions of this Agreement, but subject to the limitations in this Section, any sale of this Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Agreement and of the leasehold estate hereby created in lieu of the foreclosure of any Leasehold Mortgage, will be deemed to be a permitted sale, transfer, or assignment of this Agreement and of the leasehold estate hereby created, subject to the approval of Authority, which will not be unreasonably withheld.
- D. Notwithstanding any other language in this Section, the consents and agreements of Authority are granted on the condition that the Leasehold Mortgage is and will be subordinate and subject to this Agreement.

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

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

ARTICLE 36

BROKERAGE COMMISSION

Company represents and warrants to Authority that it has not dealt with any broker, realtor, or other person who may claim a commission or fee in connection with this Agreement, and Company will indemnify Authority, against any claim for commission or fee made by any person based on dealings with the Company. Authority represents and warrants to the Company that it has not dealt with any broker, realtor, or other person who may claim a commission or fee 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 date of completion of the Company's Improvements as evidenced by the issuance of a certificate of occupancy, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises at the conclusion of the Term. Failure on the part of Company to remove its personal property within 10 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority.

Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any Rents due under this Agreement, Authority will have a lien for such Rents upon any property found upon the Premises or Common Areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or Common Areas without the written approval of Authority.

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

ARTICLE 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 such approval may not be unreasonably withheld, conditioned or delayed and 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 AND EXHIBITS

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. Further, in case of a conflict between the provisions of this Agreement and the content of any Exhibits and addenda attached hereto, the provisions contained within the body of this Agreement shall 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)
United Airlines, Inc.
Attn: CRE Admin
233 S Wacker Dr.
11th Floor – WHQOU
Chicago, IL 60606

AND TO:
XXXX
XXX
XXX
Attn: XXX

OR

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

OR

(HAND DELIVERY)

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.

Each party will notify the other party, in writing, within 10 days following any change in such party's Representative, name, or 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 and Company will each be released and fully discharged from any and all liability hereunder. In the event of such termination, Company's obligation to pay Rents will cease, however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 51

Intentionally Blank

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 of Florida (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 CT Corporation, with an address of 1200 South Pine Island Road, Plantation, FL 33324 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 for its acts or omissions, and Authority will in no way be responsible therefor.

ARTICLE 55
MISCELLANEOUS

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

ARTICLE 56
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 57
COMPLETE AGREEMENT

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

By: _____
Lesley "Les" Miller, Jr., Secretary
Address: P. O. Box 22287
Tampa, FL 33622

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

LEGAL FORM APPROVED:

By: _____
David Scott Knight
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robert I. Watkins in the capacity of Chairman, and by Lesley "Les" Miller, Jr. 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)

UNITED AIRLINES, INC.

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

UNITED AIRLINES, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____,
20____, by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)
at _____ a _____
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)
on its behalf. _____ and has produced
(He is/She is) (personally known to me / not personally known to me)
the following document of identification _____.

(Stamp or seal of Notary)

Signature of Notary

Type or Print Name of Notary

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


Exhibit A-1

General Location of Premises


Exhibit A-1

General Location of Premises

Legend

 Premises

Tampa International Airport

 Premises

Google Earth

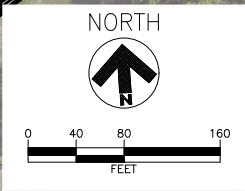
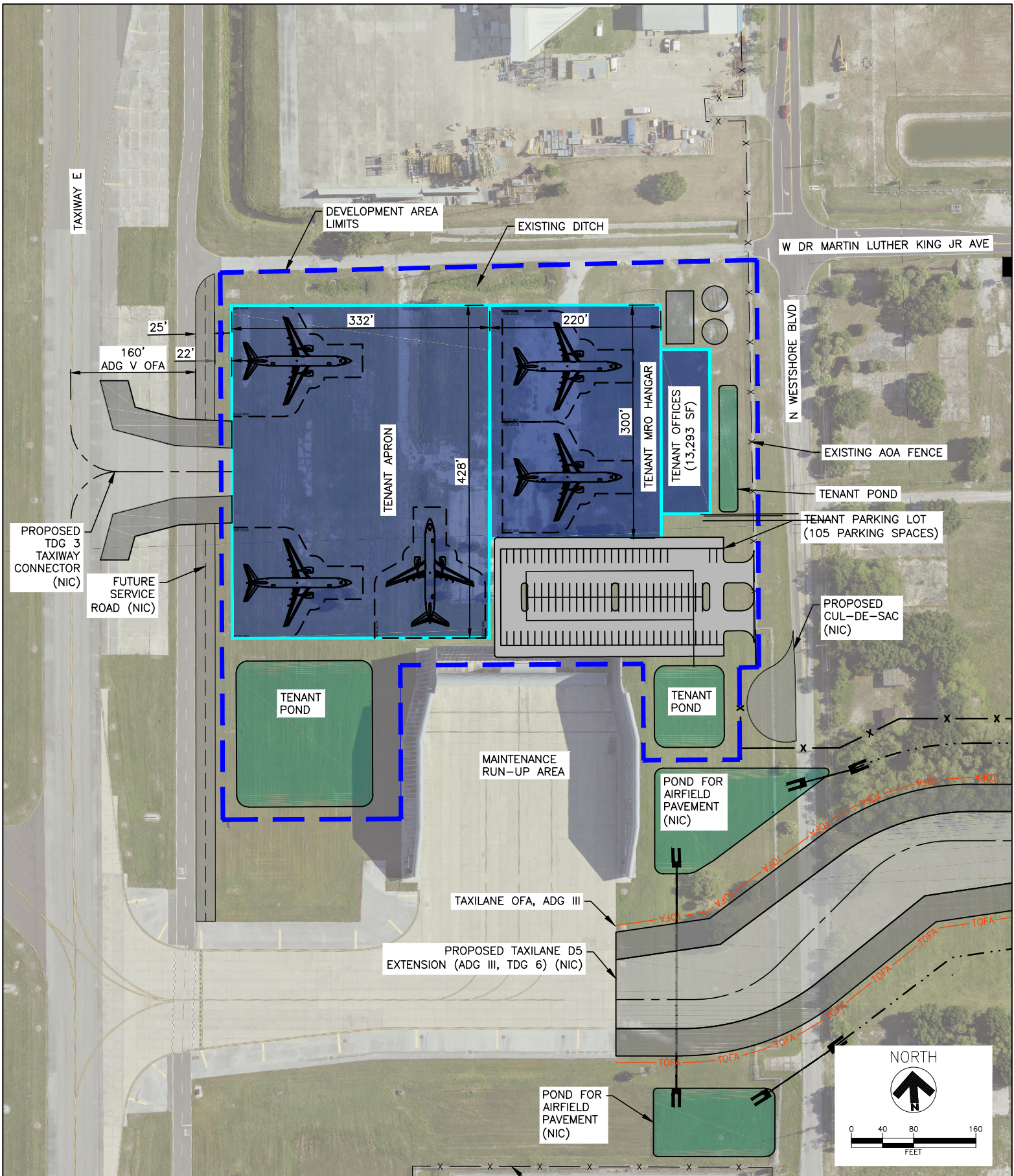
© 2018 Google

2000 ft



Exhibit A-2

Premises Detail



		PROJECT NAME MRO HANGAR TAXIWAY SITE DEVELOPMENT STUDY AND PMP DEVELOPMENT ASSISTANCE		SHEET TITLE SITE LAYOUT OPTION TPA2 - PEMCO/GRE	
RS&H, Inc. DESIGN _____ SCS DRAWN _____ SCS CHECKED _____ CDR		AIRPORT TAMPA INTERNATIONAL AIRPORT	PROJECT NO. TBD	SCALE 1:80	DATE 03/01/18

Exhibit A-3

Legal Description and Sketch

(To be incorporated into this Agreement as stated in
Section 3.01.)

Exhibit B

Standard Procedure S250.06, Contractual Insurance
Terms and Conditions

STANDARD PROCEDURE	Number: <u>S250.06</u>
Aviation Authority	Effective: <u>05/31/02</u>
	Revised: <u>01/16/19</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 General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the 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

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<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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 General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

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

The company 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 General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible 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 Director of Risk and Insurance. 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.

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>6</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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.

STANDARD PROCEDURE

Aviation Authority

Number: S250.06

Effective: 05/31/02

Revised: 01/16/19

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Subject: CONTRACTUAL INSURANCE
TERMS AND CONDITIONS

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: 01/16/19

Exhibit C

Environmental Baseline Report

Hillsborough County Aviation Authority

United Airlines, Inc. Ground Lease Baseline Environmental Report

Tampa International Airport, Tampa, FL

Prepared for:


**Hillsborough County Aviation Authority
Real Estate Department**

Prepared by:

**Hillsborough County Aviation Authority
Planning and Development Department**

December 10, 2018

Prepared by:



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

At the request of the Hillsborough County Aviation Authority's (the Authority's) Real Estate Department, the Authority's Planning and Development (P&D) Department completed this Baseline Environmental Conditions Report (Baseline Environmental Report) for the Authority-owned United Airlines Maintenance, Repair, and Overhaul (MRO) facility, located at Tampa International Airport in Tampa Florida (the United MRO Facility). A site map is provided in the Appendix. The purpose of the baseline investigation is to document the site conditions at the beginning of the tenancy, and to determine if any recognized environmental conditions (RECs) are likely to exist. The identification of a REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not RECs.

In the case of the United MRO Facility, the Authority commissioned APTIM Environmental & Infrastructure, Inc. (APTIM), to conduct an onsite soil investigation. Soil borings were conducted at select locations that have the highest likelihood of future environmental concern based on the proposed layout of future hangar, ramp, retention pond and surrounding support areas which normally include chemical storage, petroleum storage systems and oil-water separators. At each boring location, soil samples were collected from the vadose zone in general accordance with the Florida Department of Environmental Protection (FDEP) Standard Operating Procedure (SOP) PCS-004. Soil samples were screened in the field using an organic vapor analyzer. Sampling equipment was decontaminated between sample locations in accordance with FDEP SOP-001/01 FC 1000. APTIM's report is provided in the Appendix of this Baseline Environmental Report. APTIM's report provides a site map showing the soil boring locations and a table summarizing the soil testing results. APTIM's results do not identify any known or previously unknown environmental concerns.

Authority P&D staff has extensive knowledge of the site history as well as risk and receptor studies performed on other sites in the area. As a result of this knowledge and APTIM's results, Authority P&D staff has determined that RECs are not likely to exist with respect to the site and no further assessment of soils or groundwater is warranted at this time.

For the purpose of this Baseline Environmental Report, the term recognized environmental condition has been adapted from the American Society for Testing and Materials (ASTM) Designation E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

References

ASTM 2013, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. American Society for Testing Materials (ASTM E 1527-13).

APTIM Environmental & Infrastructure, Inc., *Baseline Soil Testing Report*, December 4, 2018.

Hillsborough County Aviation Authority, Authority files, December 2018.

APPENDIX



APTIM
725 US Highway 301 South
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www.APTIM.com

December 4, 2018

Mr. Keith Fleming, P.G.
Senior Manager of Environmental Services
Hillsborough County Aviation Authority
PO Box 22287
Tampa, Florida 33622

**Re: Baseline Soil Testing Report
United Airlines Maintenance Repair and Overhaul Facility
West End of Dr. Martin Luther King Jr. Boulevard, Drew Park
Hillsborough County, FL
Work Order #19-03**

Dear Mr. Fleming:

APTIM Environmental & Infrastructure, Inc. (APTIM) performed work in accordance with Work Order #19-03. Enclosed, please find tables containing field data of all soil borings advanced at the United Airlines Maintenance Repair and Overhaul (MRO) Facility, and maps of containing locations of each soil boring.

On November 15 and 16, 2018, an APTIM geologist advanced a total of 18 soil borings around the proposed United Airlines MRO facility at the west End of Dr. Martin Luther King Jr. Boulevard, in Drew Park. All borings were installed to 4 feet below surface (ft bls) via stainless-steel hand auger, and samples were collected at 0.5 ft bls, 2.0 ft bls, and 4 ft bls for visual inspection and field screening with an organic vapor analyzer (OVA) equipped with a flame-ionization detector (FID). Filtered and unfiltered OVA readings were measured in accordance with Chapter 62-780.200(15), Florida Administrative Code (FAC). Equipment was decontaminated between locations in accordance with FDEP's SOP-001/01 FC 1000. Decontamination wastewater was placed on a paved surface in accordance with FDEP SOP PCS-006. The borings were backfilled with the native soil.

As shown on the attached **Table 1**, the OVA net responses ranged between 0.0 and 2.5 parts per million (ppm). Soil boring locations are depicted on the attached **Figure 1** and global positioning system (GPS) coordinates for each boring are listed on **Table 2**.

The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client and the county, unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, county, FDEP, purposes, locations, timeframes, and project parameters indicated. APTIM is not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. APTIM does not warrant the accuracy of information supplied by others, nor the use of segregated portions of this report.



APTIM appreciates the HCAA's assistance with this matter. In the event revisions or clarifications are necessary that can be addressed via e-mail to accelerate and streamline the schedule for this project, please contact Donald Lewis at Donald.L.Lewis@aptim.com or (813) 612-3653.

Sincerely,
APTIM Environmental & Infrastructure, Inc.

A handwritten signature in blue ink, appearing to read 'Jessica Jordan'.

Jessica Jordan
Project Scientist

A handwritten signature in blue ink, appearing to read 'Donald L. Lewis'.

Donald L. Lewis, PE
Program Manager

Attachments: Table 1: Soil Data Summary
 Table 2: Boring GPS Coordinates
 Figure 1: Net OVA Results

cc: Project File

TABLE 1: SOIL DATA SUMMARY

**Facility Name: United Airlines Maintenance Repair and Overhaul Facility
HCAA WO No.: 19-03**

Sample				OVA Reading			Soil Description
ID Number	Date	Approx. Depth to Water (feet)	Sample Interval (ft bls)	Unfiltered Reading (ppm)	Filtered Reading (ppm)	Net Reading (ppm)	
SB-1	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT GRAY/WHITE; ROADBASE; DRY
			2.0	0.0	0.0	0.0	SM; MED BROWN; MOIST
			4.0	18.9	16.6	2.3	SM; MED BROWN; SATURATED
SB-2	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-3	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; SOME ROCKS; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; MOIST
			4.0	0.0	0.0	0.0	SM; LT BROWN/ORANGE; SATURATED
SB-4	11/15/18	4	0.5	0.0	0.0	0.0	SW; MED BROWN; SOME ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; ROCKS AND SHELL; MOIST
			4.0	0.0	0.0	0.0	SM; LT BROWN; SATURATED
SB-5	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; ROCKS AND SHELL; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-6	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; ROCKS AND SHELL; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-7	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; MED BROWN; ROCKS AND SHELL; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-8	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; ROCKS; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-9	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; ROCKS AND SHELL; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-10	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; ROCKS AND SHELL; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-11	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; MED BROWN; ROCKS AND SHELL; MOIST
			4.0	0.0	0.0	0.0	SM; MED BROWN; SATURATED
SB-12	11/15/18	4	0.5	0.0	0.0	0.0	SW; DRK BROWN; SOME ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; DRK BROWN; SOME ROCKS; MOIST
			4.0	0.0	0.0	0.0	SM; DRK BROWN; SATURATED
SB-13	11/15/18	4	0.5	0.0	0.0	0.0	SW; LT BROWN; ROCKS AND SHELL; DRY
			2.0	0.0	0.0	0.0	SM; LT BROWN; MOIST
			4.0	0.0	0.0	0.0	SM; LT BROWN; SATURATED
SB-14	11/16/18	3	0.5	0.0	0.0	0.0	GM; LIMEROCK ROAD BASE; DRY
			2.0	0.0	0.0	0.0	SP; DRK GRAY/BROWN; MOIST
			4.0	0.0	0.0	0.0	SP; DRK BROWN; SATURATED
SB-15	11/16/18	4	0.5	3.7	1.3	2.4	GM; LIMEROCK ROAD BASE W/ DRK GRAY MED SAND; DRY
			2.0	1.9	0.8	1.1	SP; DRK GRAY; MOIST
			4.0	5.8	3.3	2.5	CL; BLUE GREEN; WET

TABLE 1: SOIL DATA SUMMARY

Sample				OVA Reading			Soil Description
ID Number	Date	Approx. Depth to Water (feet)	Sample Interval (ft bls)	Unfiltered Reading (ppm)	Filtered Reading (ppm)	Net Reading (ppm)	
SB-16	11/16/18	3.5	0.5	0.0	0.0	0.0	SP; LT GRAY; DRY
			2.0	0.0	0.0	0.0	SP; DRK GRAY; DRY
			4.0	0.0	0.0	0.0	SP; DRK GRAY/BROWN; SATURATED
SB-17	11/16/18	3	0.5	0.0	0.0	0.0	SP; DRK GRAY; DRY
			2.0	0.0	0.0	0.0	SP; LT GRAY; MOIST
			4.0	0.0	0.0	0.0	SP; DRK BROWN; SATURATED
SB-18	11/16/18	3.5	0.5	0.0	0.0	0.0	SP; GRAY BROWN; DRY
			2.0	0.0	0.0	0.0	SP; GRAY BROWN; MOIST; STRONG METALLIC ODOR
			4.0	0.0	0.0	0.0	SP; LT BROWN/GRAY; SATURATED; STRONG METALLIC ODOR

Notes: ft bls = feet below land surface
 OVA = organic vapor analyzer
 ppm = parts per million
 NA = not encountered

TABLE 2: BORING GPS COORDINATES

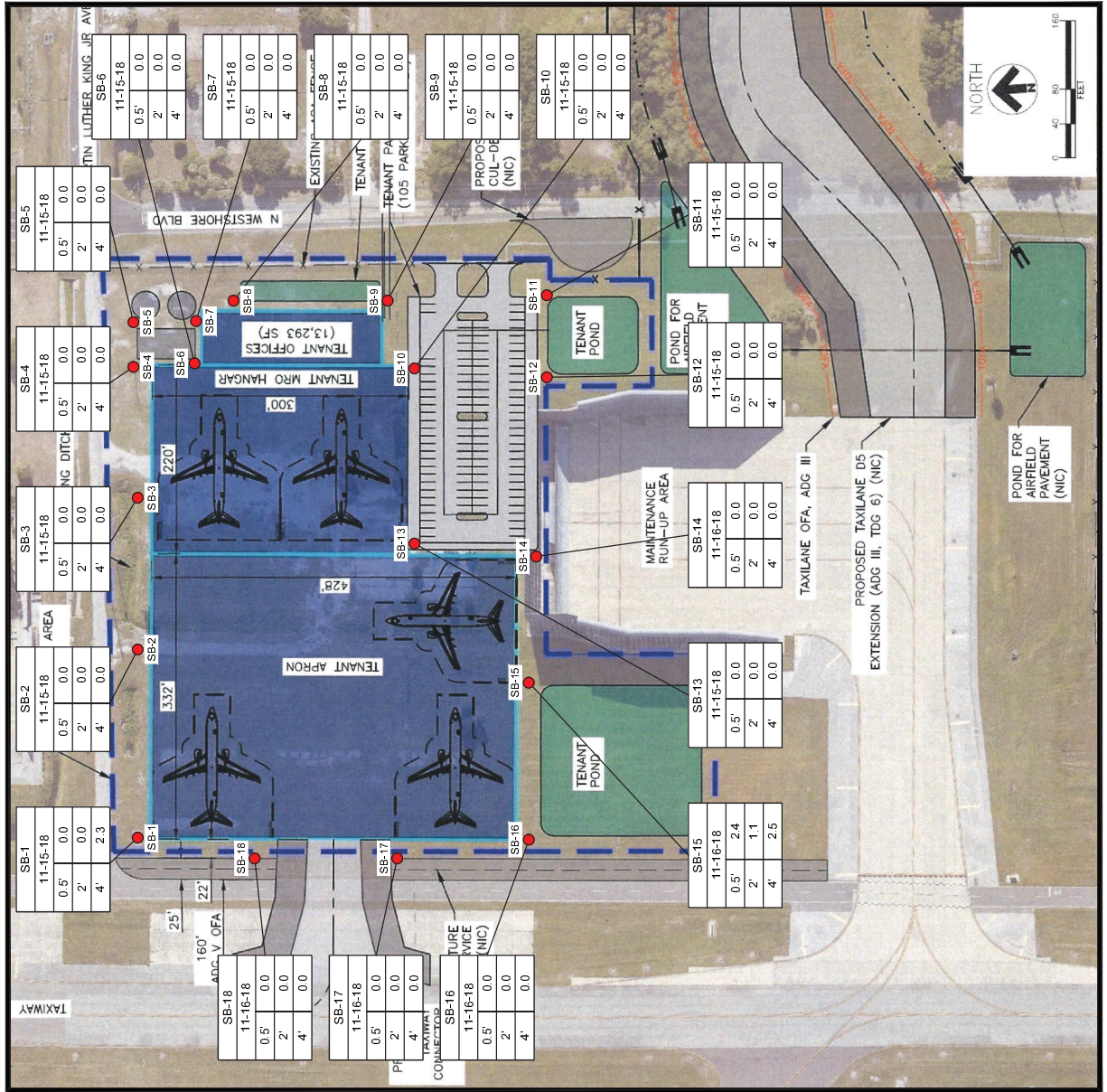
Facility Name: United Airlines Maintenance Repair and Overhaul Facility
HCAA WO No.: 19-03

LOCATION	DATE	BORING	LATITUDE	LONGITUDE
UA MRO	11/15/18 - 11/16/18	1	27° 58' 53.0346 N	82° 31' 34.3366 W
		2	27° 58' 53.8346 N	82° 31' 32.1828 W
		3	27° 58' 53.8998 N	82° 31' 29.6061 W
		4	27° 58' 53.9913 N	82° 31' 27.9296 W
		5	27° 58' 53.7154 N	82° 31' 27.3074 W
		6	27° 58' 53.0447 N	82° 31' 27.9764 W
		7	27° 58' 53.0377 N	82° 31' 27.3053 W
		8	27° 58' 52.6535 N	82° 31' 26.9218 W
		9	27° 58' 51.2807 N	82° 31' 26.8533 W
		10	27° 58' 50.6092 N	82° 31' 28.0573 W
		11	27° 58' 49.1214 N	82° 31' 27.0627 W
		12	27° 58' 49.1729 N	82° 31' 27.9700 W
		13	27° 58' 50.8301 N	82° 31' 30.1257 W
		14	27° 58' 48.7194 N	82° 31' 30.0000 W
		15	27° 58' 48.7194 N	82° 31' 31.7994 W
		16	27° 58' 48.7194 N	82° 31' 33.5994 W
		17	27° 58' 50.5194 N	82° 31' 33.9594 W
		18	27° 58' 52.6800 N	82° 31' 33.9594 W

Coordinates collected utilizing a Garmin GPSmap 78sc.

LEGEND:

●	SOIL BORING LOCATION
SB-1	SAMPLE IDENTIFICATION
11-15-18	DATE OF SAMPLE
0.5'	DEPTH OF SAMPLE (FT)
0.0	NET OVA READING (ppm)



APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
 725 U.S. HIGHWAY 301 SOUTH
 TAMPA, FLORIDA 33619
 (813) 612-3600 office
 (813) 626-1663 fax

OFFICE: TAMPA DATE: 12-4-18 ACAD FILE: 2986B1

SOIL BORING LOCATIONS with NET OVA READINGS
 NOVEMBER 15 and 16, 2018

CLIENT: HILLSBOROUGH COUNTY AVIATION AUTHORITY DL

LOCATION: UNITED AIRLINES MAINTENANCE REPAIR and OVERHAUL FACILITY
 TAMPA INTERNATIONAL AIRPORT
 WEST END OF DR. MARTIN LUTHER KING, JR.
 BOULEVARD IN DREW PARK
 TAMPA, FLORIDA 33614
 WORK ORDER No. 19-03

DESIGNED: JJ SDJF PROJECT NO.: 786002986
 DRAWN: JJ SDJF FIGURE: 1

Exhibit D

Site Preparation

Exhibit D: Site Preparation

Authority shall provide the Company with a credit against Rents equal to the actual cost of the work as described below in an amount not to exceed \$1,239,602. The amounts below are based on the "United Twin Bay Narrow Body Hangar Site Development Study" prepared by RS&H for Lessee, dated May 15, 2018 and attached hereto:

Items described in Section 2 – Site Prep / Utilities – actual cost not to exceed \$402,947

Items described in Section 6 – Connector Taxiway – actual cost not to exceed \$448,114

One-half of items described in Section 7 – Retention Ponds / Drainage – actual cost not to exceed \$341,154

Proportionate share of Permit Costs described in Section 1 – actual cost not to exceed \$22,387

Environmental Sampling – actual cost not to exceed \$25,000

In addition, the Authority will provide at no cost to the Company:

Authority shall relocate or cause to be relocated the existing jet fuel line on the Leased Premises.

Authority shall provide the environmental Baseline required in Article 23.04

If required, Authority will provide a nearby location to stockpile suitable fill material from the Premises. (Company will be responsible for any permitting, transportation and seeding)



**UNITED TWIN BAY NARROW BODY HANGAR SITE DEVELOPMENT STUDY
DRAFT CONSTRUCTION COST ESTIMATE
TAMPA INTERNATIONAL AIRPORT
SITE LAYOUT OPTION TPA2**

Prepared By: RS&H, Inc.
Date Prepared: MAY 15, 2018

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
1 - GENERAL					
1	Permit Costs	LS	1	\$75,000.00	\$75,000.00
SUBTOTAL SECTION 1 - SITE PREP / UTILITIES					\$75,000.00
2 - SITE PREP / UTILITIES					
1	Mobilization and General Conditions	LS	1	10%	\$35,659.01
2	Safety and Security	LS	1	0.5%	\$1,782.95
3	Project Survey and Stakeout	LS	1	1.5%	\$5,348.85
4	Maintenance of Traffic and Temporary Construction Items	LS	1	1.0%	\$3,565.90
7	Clearing (Visible Pavement, Trees)	LS	1	\$30,000.00	\$30,000.00
8	Relocate Existing Electrical Service (OH Poles)	LS	1	\$12,000.00	\$12,000.00
9	Temporary 7' Chain-Link Fence with 3 Strand Barbed Wire (incl. removal)	LS	1	\$120,000.00	\$120,000.00
10	7' Chain-Link Fence with 3 Strand Barbed Wire	LS	1	\$70,000.00	\$70,000.00
11	Chain-Link Fence Removal	LF	523	\$15.00	\$7,845.00
12	Maintenance of Traffic and Temporary Construction Items	LS	1	1.0%	\$35,920.13
13	2" Gas Line	LF	125	\$20.00	\$2,500.00
14	8" Sanitary Service	LF	125	\$60.00	\$7,500.00
15	Sanitary Manhole	EA	1	\$5,000.00	\$5,000.00
16	6" Diameter Ductile Iron Water Pipe CL 53 (Including Valves, Thrust Blocks, Fittings and Valve Boxes)	LF	100	\$65.00	\$6,500.00
17	8" Diameter Ductile Iron Water Main Pipe CL 53 (Including Valves, Thrust Blocks, Fittings and Valve Boxes)	LF	100	\$75.00	\$7,500.00
18	Fire Hydrant and Valves	EA	4	\$4,000.00	\$16,000.00
19	Fiber Optic Cable 40 Strand	LF	165	\$5.00	\$825.00
20	Electrical Service	EA	1	\$20,000.00	\$20,000.00
21	Utility Cut and Patch (~25' Asphalt Roadway)	LS	1	\$15,000.00	\$15,000.00
SUBTOTAL SECTION 2 - SITE PREP / UTILITIES					\$402,946.84
3 - APRON					
1	Mobilization and General Conditions	LS	1	10%	\$183,198.67
2	Safety and Security	LS	1	0.5%	\$9,159.93
3	Project Survey and Stakeout	LS	1	1.5%	\$27,479.80
4	Maintenance of Traffic and Temporary Construction Items	LS	1	1.0%	\$18,319.87
1	Stripping (2" Thick, C&G by Owner)	AC	4.0	\$3,500.00	\$14,000.00
2	Excavation	SY	6,300	\$20.00	\$126,000.00
3	Embankment	CY	940	\$20.00	\$18,800.00
4	Erosion Sedimentation Control	LS	1	\$10,000.00	\$10,000.00
5	8" Crushed Aggregate Base Course	SY	15,430	\$10.00	\$154,297.80
6	Portland Cement Concrete Pavement (16" Thick)	SY	15,778	\$95.00	\$1,498,888.89
7	Apron Pavement Markings	LS	1	\$10,000.00	\$10,000.00
SUBTOTAL SECTION 3 - APRON					\$2,070,144.96
4 - BUILDING SITE (HANGAR & OFFICES)					
1	Mobilization and General Conditions	LS	1	10%	\$9,915.00
2	Safety and Security	LS	1	0.5%	\$495.75
3	Project Survey and Stakeout	LS	1	1.5%	\$1,487.25
4	Maintenance of Traffic and Temporary Construction Items	LS	1	1.0%	\$991.50
5	Stripping (2" Thick, C&G by Owner)	AC	2.5	\$3,500.00	\$8,750.00
6	Excavation	CYD	3,900	\$20.00	\$78,000.00
7	Embankment	CYD	620	\$20.00	\$12,400.00
SUBTOTAL SECTION 4 - BUILDING SITE					\$112,039.50



**UNITED TWIN BAY NARROW BODY HANGAR SITE DEVELOPMENT STUDY
DRAFT CONSTRUCTION COST ESTIMATE
TAMPA INTERNATIONAL AIRPORT
SITE LAYOUT OPTION TPA2**

Prepared By: RS&H, Inc.
Date Prepared: MAY 15, 2018

5 - PARKING LOT / DRIVEWAYS					
1	Mobilization and General Conditions	LS	1	10%	\$24,726.23
2	Safety and Security	LS	1	0.5%	\$1,236.31
3	Project Survey and Stakeout	LS	1	1.5%	\$3,708.93
4	Maintenance of Traffic and Temporary Construction Items	LS	1	1.0%	\$2,472.62
5	Stripping (2" Thick, C&G by Owner)	AC	1.6	\$3,500.00	\$5,600.00
6	Excavation	CYD	2,550	\$20.00	\$51,000.00
7	Embankment	CYD	440	\$20.00	\$8,800.00
8	Erosion Sedimentation Control	LS	1	\$10,000.00	\$10,000.00
9	6" Crushed Aggregate Base Course	SY	5,580	\$6.67	\$37,197.78
10	Bituminous Surface Course, FDOT Type SP-12.5, 2" Thick	TON	614	\$150.00	\$92,064.50
11	Concrete Walk 4-inch	SY	320	\$30.00	\$9,600.00
12	Type F Concrete Curb	LF	1,400	\$20.00	\$28,000.00
13	Parking Area Pavement Markings	LS	1	\$5,000.00	\$5,000.00
SUBTOTAL SECTION 5 - PARKING LOT / DRIVEWAYS			\$279,406.37		
6 - CONNECTOR TAXIWAY					
1	Mobilization and General Conditions	LS	1	10%	\$37,886.17
2	Safety and Security	LS	1	0.5%	\$1,894.31
3	Project Survey and Stakeout	LS	1	1.5%	\$5,682.93
4	Maintenance of Traffic and Temporary Construction Items	LS	1	1.0%	\$3,788.62
5	Pavement Removal	ALLOW	20,000	\$1.00	\$20,000.00
6	Stripping (2" Thick, C&G by Owner)	AC	0.7	\$3,500.00	\$2,450.00
7	Excavation	CYD	2,422	\$20.00	\$48,444.44
8	Embankment	CYD	500	\$20.00	\$10,000.00
9	Erosion Sedimentation Control	LS	1	\$5,000.00	\$5,000.00
10	8" Crushed Aggregate Base Course (Taxilane/Apron)	SY	3,083	\$10.00	\$30,833.33
11	Bituminous Surface Course, 6" Thick	TON	544	\$150.00	\$81,600.00
12	Portland Cement Concrete Pavement (16" Thick)	SY	1,667	\$95.00	\$158,333.33
13	Taxilane Pavement Markings	ALLOW	3,000	\$1.00	\$3,000.00
14	Sodding	SY	444	\$3.50	\$1,555.56
15	Edge Lights	EA	14	\$1,800.00	\$25,200.00
16	Cable	LF	775	\$3.00	\$2,325.00
17	Counterpoise	LF	635	\$2.00	\$1,270.00
18	Conduit	LF	635	\$10.00	\$6,350.00
19	Maintenance of System	ALLOW	2,500	\$1.00	\$2,500.00
SUBTOTAL SECTION 6 - CONNECTOR TAXIWAY			\$448,113.68		
7 - RETENTION PONDS / DRAINAGE					
1	Mobilization and General Conditions	LS	1	10%	\$60,713.11
2	Safety and Security	LS	1	0.5%	\$3,035.66
3	Project Survey and Stakeout	LS	1	1.5%	\$9,106.97
4	Maintenance of Traffic and Temporary Construction Items	LS	1	1.0%	\$6,071.31
5	Stripping (2" Thick, C&G by Owner)	AC	1.4	\$3,500.00	\$4,900.00
6	Excavation	CYD	12,000	\$20.00	\$240,000.00
7	Sodding	SY	6,944	\$3.50	\$24,305.56
8	12" RCP, Class IV	LF	620	\$90.00	\$55,800.00
9	Edgedrain, (6" Perforated)	LF	428	\$40.00	\$17,120.00
10	Install Edgedrain Cleanout	EA	5	\$1,500.00	\$7,500.00
11	Underdrain, (6" Perforated, @ 50' spacing)	LF	2,500	\$40.00	\$100,000.00
12	Install Underdrain Cleanout	EA	10	\$1,500.00	\$15,000.00
13	Impervious Pond Liner, 30 mil	SY	5,556	\$10.00	\$55,555.56
14	Pond Control Structure	EA	3	\$12,000.00	\$36,000.00
15	FDOT 18" Mitered End Section	EA	3	\$2,400.00	\$7,200.00
16	FDOT Type G Inlet	EA	4	\$10,000.00	\$40,000.00
17	6" PVC Roof Drain into Storm Manhole	LF	250	\$15.00	\$3,750.00
SUBTOTAL SECTION 7 - RETENTION PONDS / DRAINAGE			\$682,308.16		
Total Estimated Construction Cost (2018 Dollars)			\$4,069,959.52		