



AGENDA ITEM CONTROL SHEET

Agenda Item Number: **48** (1 of 2)

Date of Meeting: September 2, 2021

Resolution Number: 2021-143

PART I: Board Services Administrator (Worksheet)					
Title & Summary Prepared by:	R. Waterman	Department:	REL	Phone:	
(Forward Green Sheet Back-Up Documentation to Executive Office)					
TITLE:	Cargo Building Space Rental Agreement, Breeze Aviation Group, Inc., dba Breeze Airways, Tampa International Airport, Resolution No. 2021-143; Letter of Agreement, SMT Shipping (USA) LLC and Breeze Aviation Group, Inc., dba Breeze Airways, Tampa International Airport, Resolution No. 2021-144				

PART II: Board Action			
Date Approved:	9/2/21	Date Rejected:	
Follow Up Comments:		Date Deferred:	
(Board Services Administrator forwards Green Sheet with executed documents and Resolution to Staff Person)			

PART III: Final Distribution (Staff Member)			
Final Distribution (List what/to whom sent)		(NOTE: Some agencies require resolution copies)	
Comments:			
Is this document a transfer of ownership of real property, an easement, a right of way agreement, or an interlocal agreement?			
YES	NO	If yes, document will be recorded.	
	<input checked="" type="checkbox"/>		
If none of the above, describe any other specific reason the Authority should record this document:			
FORWARD TO CENTRAL RECORDS:		Scanned Backup Information w/Green Sheet	<input checked="" type="checkbox"/>
		Scanned Document	<input checked="" type="checkbox"/>
		Scanned Original Resolution	<input checked="" type="checkbox"/>
FORWARD TO BOARD SERVICES ADMINSTRATOR: Copy of finalized Green Sheet			9/7/21

H. APPROVAL OF THE CONSENT AGENDA

Subject	8. Cargo Building Space Rental Agreement, Breeze Aviation Group, Inc., dba Breeze Airways, Tampa International Airport, Resolution No. 2021-143; Letter of Agreement, SMT Shipping (USA) LLC and Breeze Aviation Group, Inc., dba Breeze Airways, Tampa International Airport, Resolution No. 2021-144
Meeting	Sep 2, 2021 - Aviation Authority Regular Board Meeting
Access	Public
Type	Action (Consent)

Background:

As of October 1, 2020, all airlines operate at Tampa International Airport (Airport) under a Rates by Resolution.

On September 8, 2010, the Authority and SMT Shipping (USA) LLC (formerly known as Pearl Warehousing and Logistics, LLC) (SMT) entered into a Cargo Building Space Rental Agreement for Suite 1400 at the Airport (Agreement). The Agreement supported SMT's cargo business operations. The Agreement terminated November 8, 2014. SMT is required to continue to reimburse the Authority for Customer Improvements Rent (CIR) for Suite 1400 after termination of the Agreement until a replacement tenant is secured, at which time the reimbursement obligation passes to the new tenant.

On May 1, 2021, the Authority and Breeze Aviation Group, Inc., dba Breeze Airways (Breeze) entered into a Letter of Agreement for Cargo Building Space Rental Agreement for Suite 1400 (LOA) and other operating space around the Authority's East Cargo Building at the Airport. That LOA supports Breeze's business operations and terminates September 30, 2021.

Breeze and SMT previously executed a separate LOA to clarify responsibility for repayment of the CIR to Authority under the Agreement during the time period that Breeze leases Suite 1400. That LOA terminates September 30, 2021.

Proposal:

This new Agreement with Breeze is effective October 1, 2021 and terminates September 30, 2027. The Authority or Breeze may terminate the Agreement upon 180 days' written notice.

Utilizing Fiscal Year 2022 rates, Breeze will lease Cargo Building space at \$9.15 per square foot and will pay an initial annual O&M Rent of \$1.75 per square foot. Starting October 1, 2022, O&M Rent will increase by 5.5% each year. The CIR will remain at \$741.17/month (amortized 30 years at 5.5%). The Rents under the SRA are as follows:

Company	Suite No.	SF	Annual Warehouse Rent	Initial Annual O&M Rent	Customized Improvements Rent	Total Initial Annual Payments
Breeze	1400	5,120	\$46,848.00	\$8,960.00	\$8,894.04	\$64,702.04

Under the terms of the new Agreement, Breeze will assume the obligation for repayment of CIR during the Term of its Agreement, but will not be responsible for repayment of CIR after termination of its Agreement. Upon completion of the Term of the Agreement or earlier termination of the LOA, SMT will retain the obligation to repay the outstanding balance of the CIR to Authority. SMT's obligation will continue until the CIR is paid in full or until the Authority executes a subsequent Agreement with a replacement tenant.

Funding:

N/A

Recommendation:

Management recommends adoption of Resolution Nos. 2021-143 and 2021-144.

Resolutions:

Resolution No. 2021-143 approves and authorizes execution of Cargo Building Space Rental Agreement at Tampa International Airport with Breeze Aviation Group, Inc., dba Breeze Airways; and authorizes the Chief Executive Officer or his designee to execute all other ancillary documents.

Resolution No. 2021-144 approves and authorizes execution of Letter of Agreement at Tampa International Airport between SMT Shipping (USA) LLC and Breeze Aviation Group, Inc., dba Breeze Airways; and authorizes the Chief Executive Officer or his designee to execute all other ancillary documents.

At a regular meeting of the Hillsborough County Aviation Authority held in the Boardroom of the Tampa International Airport, Tampa, Hillsborough County, Florida, on the 2nd day of September 2021, a quorum of the Authority Board being present, the following Resolution was proposed and seconded, and after being put to a vote, was adopted:

RESOLUTION NO. 2021-143

BE IT RESOLVED BY THE HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, that the Chairperson or the Vice Chairperson and the Secretary or the Assistant Secretary of the Authority are hereby authorized on behalf of the Authority to execute Cargo Building Space Rental Agreement at Tampa International Airport with Breeze Aviation Group, Inc., dba Breeze Airways, on the terms and conditions as set forth in said Agreement, by reference made a part hereof; and authorize the Chief Executive Officer or his designee to execute all other ancillary documents.

PASSED AND ADOPTED as the official act of the Hillsborough County Aviation Authority at Tampa, Hillsborough County, Florida, this 2nd day of September 2021.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Jane Castor, Secretary of the Hillsborough County Aviation Authority, do hereby certify that the above and foregoing is the true and correct Resolution No. 2021-143 adopted by the Authority on the 2nd day of September 2021 at a meeting of the Authority where a majority of the Members were present and voted affirmatively for the Resolution. The Resolution is the act and deed of the Authority as duly recorded in the Minute Book of the Authority.

Witness my hand and seal of the Hillsborough County Aviation Authority, this 2nd day of September 2021.


Jane Castor, Secretary



HILLSBOROUGH COUNTY AVIATION AUTHORITY

CARGO BUILDING
~~SPACE RENTAL AGREEMENT~~

BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS

TAMPA INTERNATIONAL AIRPORT

Board Date: SEPTEMBER², 2021

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Attn: Mandi Schuler
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

TABLE OF CONTENTS

<u>Article Number</u>	<u>Article Title</u>
1	Recitals
2	Definitions
3	Subordination to Resolution
4	Premises
5	Uses and Restrictions
6	Term
7	Rents
8	Obligations of Company
9	Maintenance and Repair
10	Improvements and Alterations by Company
11	Title to Improvements
12	Default and Termination
13	Disclaimer of Liens
14	Utilities
15	Ingress and Egress
16	Indemnification
17	Insurance
18	Security for Payment
19	Property Damages
20	Compliance with Laws, Regulations, Ordinances, Rules
21	FAA Approval
22	Environmental
23	Reports and Audits
24	Americans with Disabilities Act
25	Non-Discrimination
26	Non-Exclusive Rights
27	Right to Develop Airport
28	Right of Entry
29	Right of Flight
30	Government Inclusion
31	Signs
32	Assignment and Subleasing
33	Company Tenancy
34	Condemnation
35	Surrender of Premises

TABLE OF CONTENTS (continued)

<u>Article Number</u>	<u>Article Title</u>
36	Personal Property
37	Applicable Law and Venue
38	Authority Approvals
39	Invalidity of Clauses
40	Headings
41	Notices and Communications
42	Subordination to Trust Agreement
43	Federal Right to Reclaim
44	Radon Gas and Other Property Condition Notifications
45	Relationship of the Parties
46	Compliance with Chapter 119, Florida Statutes Public Records Law
47	Miscellaneous
48	Time is of the Essence
49	Incorporation of Exhibits
50	No Individual Liability
51	Amendments
52	Complete Agreement
Exhibit A-1	General Location of Premises
Exhibit A-2	Cargo Building Premises Detail
Exhibit B	Amortization Schedule of Customized Improvements Rent
Exhibit C	Maintenance Matrix of Obligations
Exhibit D	Federal Aviation Administration Required Provisions

HILLSBOROUGH COUNTY AVIATION AUTHORITY
CARGO BUILDING
SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS CARGO BUILDING SPACE RENTAL AGREEMENT (Agreement), is made and entered into this 2 day of September, 2021 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (Authority), and BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS, a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as the Party or Parties).

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International Airport located in the County of Hillsborough, State of Florida (Airport); and

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

WHEREAS, Authority owns an air cargo building to facilitate the transfer of cargo to and from aircraft at the Airport (Cargo Building); and

WHEREAS, Authority has full power and authority to enter into multiple lease agreements for space in the Cargo Building; and

WHEREAS, Company is directly and substantially engaged in Cargo Business and desires to lease space in the Cargo Building; and

WHEREAS, Company desires to lease Suite 1400 of the Cargo Building in support of its Cargo Business, and Authority is agreeable thereto under the terms and conditions set forth 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 enter into this Agreement and agree as follows:

ARTICLE 1

RECITALS

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

ARTICLE 2

DEFINITIONS

- 2.01 Act shall mean Chapter 2012-234, Laws of Florida, as amended and supplemented from time to time.
- 2.02 Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by the Authority for the benefit of the Company required of the Authority hereunder or provided as a result of damage to Authority property by the Company or a Company Party to compensate the Authority for its administrative costs. For an Administrative Charge to become due under this Agreement, except in the case of an emergency as determined by the Authority, the Authority must provide the Company reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of the Authority's intent to perform such work or service.
- 2.03 AOA shall mean the Aircraft Operations Area at the Airport, as designated from time to time by the Authority.
- 2.04 Agreement shall mean this Cargo Building Space Rental Agreement, as it may be amended from time to time.
- 2.05 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.
- 2.06 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.
- 2.07 Airport shall mean Tampa International Airport, owned and operated by the Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.
- 2.08 Airport System shall mean all real property or any interest therein, including improvements thereto, structures, buildings, fixtures, and other real and personal property, which are located on the Airport,

Peter O. Knight Airport, Plant City Airport, Tampa Executive Airport, or any airport hereafter owned, leased, or operated by Authority.

- 2.09 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to Company or the Airport (including Authority Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.
- 2.10 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.11 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan, Wildlife Hazard Management Plan, and any other operational matters related to the operation of the Airport , in each case as such may be in force and as amended from time to time.
- 2.12 Basic Agreement shall mean Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport as defined below (Resolution).
- 2.13 BMP shall mean best management practice.
- 2.14 Bonds shall mean all notes, bonds, or other obligations or indebtedness issued pursuant to the Trust Agreement and secured by a pledge of revenues or net revenues of the Airport System, on either a senior or subordinated basis. The term "Bonds" does not include other bonds, such as Subordinated Indebtedness and special facility revenue bonds, that are not secured by general Airport System revenues and are issued pursuant to a separate indenture, which may be issued to finance Capital Projects at or related to the Airport System.
- 2.15 Capital Project shall mean any expenditure made to acquire, purchase, or construct a single capital item or project for the purpose(s) of improving, developing, preserving, or enhancing the Airport System and having a net cost to the Authority in excess of One Hundred Thousand Dollars (\$100,000) and a useful life in excess of one (1) year and shall include expenses incurred for development, implementation, study, analysis, review, design, or planning efforts.

- 2.16 Cargo Business shall mean the business of air cargo movement, freight forwarding, handling, warehousing, processing, and/or distribution, including transporting, handling, storage, distribution, warehousing, processing, and forwarding of cargo goods, loading and unloading, logistical operations, incidental office use, and any other lawful use or purpose that is part of, necessary for, or incidental to Company's cargo business.
- 2.17 Chief Executive Officer (CEO) shall mean the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.
- 2.18 CHRC shall mean an FBI fingerprint-based criminal history records check.
- 2.19 Common Use Areas shall mean vehicle public/employee parking areas and equipment parking areas assigned by Authority.
- 2.20 Company shall mean the Company, as defined in the initial paragraph of this Agreement.
- 2.21 Company Parties shall mean, collectively, the Company, and any of its officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.22 Disabled Equipment shall mean disabled and/or derelict vehicles and GSE.
- 2.23 EPA shall mean the Environmental Protection Agency.
- 2.24 EPC shall mean the Environmental Protection Commission of Hillsborough County.
- 2.25 Environmental Laws shall mean and include all applicable Federal, State, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning

and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing.

- 2.26 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.
- 2.27 FAC shall mean Florida Administrative Code.
- 2.28 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.
- 2.29 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.
- 2.30 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport, ground handlers, Air Carriers, or Company.
- 2.31 GSE shall mean ground service equipment.
- 2.32 Hazardous Substances shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or

(vii) the presence of which causes or threatens to cause a nuisance upon the Property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

- 2.33 ID Media shall mean Airport identification badge.
- 2.34 Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of its Board of Directors members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.
- 2.35 Other Financing Documents shall mean and include the Subordinated Trust Agreement and the financing documents executed by the Authority in connection with the issuance or incurrence of Other Indebtedness.
- 2.36 Other Indebtedness shall mean any debt incurred by Authority for Airport System purposes which is outstanding and not authenticated and delivered under and pursuant to the Trust Agreement. Other Indebtedness shall include, without limitation, amounts outstanding under revolving credit facilities executed by the Authority from time to time.
- 2.37 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' Rents, tax assessments, 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, tax assessments and charges due under this Agreement, the Resolution, or Company's Basic Agreement, as applicable.
- 2.38 Premises shall mean the areas within the Cargo Building leased to Company as set forth in Article 4 of this Agreement, and more specifically identified as Warehouse Space in Section 4.01 of this Agreement.

- 2.39 PWDS shall mean Premises Wiring Distribution System.
- 2.40 Rents shall mean the rents and other fees and charges charged by the Authority to the Company pursuant to this Agreement as set forth in Article 7 or elsewhere in this Agreement.
- 2.41 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of Directors of the Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.
- 2.42 SIDA shall mean Security Identification Display Area.
- 2.43 Solid Waste shall mean (1) any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.
- 2.44 STA shall mean Security Threat Assessment.
- 2.45 State shall mean the State of Florida.
- 2.46 Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds, issued pursuant to any Subordinated Trust Agreement.
- 2.47 Subordinated Trust Agreement shall mean a trust agreement subordinated to the Trust Agreement authorizing the issuance by Authority of Subordinated Indebtedness, as such may be supplemented or amended from time to time.
- 2.48 Tenant Work Permit (TWP) Program shall mean the program adopted by the Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of the Authority or other occupant at the Airport.
- 2.49 Term shall have the meaning set forth in Section 6.01 of this Agreement.

- 2.50 Transportation Security Administration (TSA) shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act (ATSA), Public Law 107-71 of 2001, as amended, or any successor agency thereto.
- 2.51 Trust Agreement shall mean the Senior Codified and Restated Trust Agreement dated November 7, 2018, as supplemented, amended and recodified from time to time, authorizing the issuance by the Authority of Bonds with respect to the Airport System.
- 2.52 Warehouse Space shall have the meaning set forth in Section 4.01 of this Agreement.
- 2.53 ~~Additional words and phrases used in this Agreement but not defined herein shall have the meanings as defined under the Basic Agreement or, if not so set forth, shall have their usual and customary meaning.~~

ARTICLE 3
SUBORDINATION TO BASIC AGREEMENT

The Basic Agreement is hereby incorporated into this Agreement as if it were set forth in its entirety. In addition, this Agreement is subject and subordinate to the Basic Agreement. In the event of any conflict between the provisions of the Basic Agreement and this Agreement, the provisions of the Basic Agreement shall prevail.

ARTICLE 4
PREMISES

4.01 Premises

Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority in support of Company's Cargo Business certain space in the Cargo Building, the general location of which is depicted on Exhibit A-1, General Location of Premises, dated September 2021, and more particularly depicted on Exhibit A-2, Cargo Building Premises Detail, dated September 2021, both of which are attached hereto and by this reference made a part hereof, consisting of:

Approximately 5,120 square feet of operations space in Suite 1400 of the Cargo Building (Warehouse Space).

4.02 Common Use Areas

- A. Company is hereby granted use, in common with others Common Use Areas, subject to Authority's rules and procedures for use of said areas and the purchase of employee parking permits therefor, as required.
- B. Company agrees not to hinder, block access to or interfere with the use of the Common Use Areas by others and agrees that the Common Use Areas are not exclusive to Company.
- C. Authority reserves the right to reallocate Common Use Areas to accommodate other Airport or Cargo Business.

ARTICLE 5
USES AND RESTRICTIONS

5.01 Permitted Uses

The Premises will be used by Company solely for its Cargo Business and any other lawful use or purpose that is part of, necessary for, or incidental to Company's Cargo Business. The Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its Cargo Business hereunder.

5.02 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises, Common Use Areas, or Airport separate and apart from the conduct of its permitted uses as authorized in this Agreement.
- B. Company will not interfere or permit interference with the use, operation, or maintenance of 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 Rules and Regulations.
- C. The rights and privileges granted Company pursuant to this Article will be subject to any and all Rules and Regulations established by Authority, as may be amended from time to time.
- D. Company will not install fuel storage facilities without the prior written approval of Authority.

- E. Company shall place or store Disabled Equipment only in such areas, and upon such terms and conditions, as may be determined by the Authority's Director of Operations or designee. Company shall remove any of its Disabled Equipment from the AOA or Common Use Areas as soon as possible after release from proper authorities, if applicable. In the event Company fails to remove any of its Disabled Equipment within the time frame set by the Authority, the Authority may cause the removal of such Disabled Equipment and bill Company for the costs incurred for removal plus an Administrative Charge. Company shall pay the Authority within fifteen (15) days of invoice date. Nonpayment of such invoice for more than thirty (30) days after invoice date will be deemed a condition of default of this Agreement.
- F. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act, or failure to act on the part of Company, will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.
- G. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to the Company.
- H. 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.
- I. Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Premises.

ARTICLE 6

TERM

6.01 Effective Date

The Effective Date of this Agreement is October 1, 2021.

6.02 Term

The Term of this Agreement commences on the Effective Date and terminates September 30, 2027 unless terminated earlier as provided herein.

6.03 Commencement of Rents

The Rents due under this Agreement shall commence on the Effective Date and will continue throughout the Term of this Agreement, unless this Agreement is terminated as provided herein. Certain payment obligations may continue beyond termination of this Agreement, in accordance with Section 7.01.B.2 below.

6.04 Termination

This Agreement may be terminated by Authority, with or without cause, upon 180 days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any Rents or other charges to Authority, upon 180 days' written notice to Authority. In the event either party terminates this Agreement as contemplated herein, the termination of this Agreement will be effective 180 calendar days from the date of the notice or such date set forth in the notice of termination.

ARTICLE 7

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

7.01 Rents

Commencing on the Effective Date, Company will pay to Authority Rents comprised of the following components:

- A. A fixed annual amount representing Authority's project cost to construct the Premises, excluding customized improvements, amortized over 30 years at five and one-half (5.5%) percent interest (Cargo Building Rent). Company will pay Cargo Building Rent calculated as follows:

~~5,120 square feet at \$9.15 per square foot = \$46,848.00 per year, payable in monthly installments of \$3,904.00 plus applicable taxes.~~

- B. 1) A fixed annual amount representing Authority's cost to construct or install additional improvements, surface treatments, structural and nonstructural modifications and any other customized changes to Authority's construction plans (Customized Improvements) (Customized Improvements Rent), as set forth in Exhibit B, dated September 2021, attached hereto and by this reference made a part hereof. Company will pay annual Customized Improvements Rent calculated as follows:

\$8,894.04 per year, payable in monthly installments of \$741.17 plus applicable taxes.

- 2) In the event this Agreement is terminated (whether by default, expiration, termination, forfeiture, repurchase or otherwise) and is not extended or replaced with a new agreement for lease of the Premises by Company, Company will continue to remit to Authority, on or before the first day of each and every month, payment in the same amount of Customized Improvements Rent in accordance with the amortization schedule in Exhibit C, Amortization Schedule of Customized Improvements Rent. Company's payment obligation under this Section will continue until such time as (a) the balance of Customized Improvements costs is paid in full; or (b) Authority executes a Cargo Building Space Rental Agreement for the Premises with a replacement tenant. Authority will advertise on its website to secure a new tenant for the Premises. However, nothing in this Section may be construed to prevent Authority from approving or disapproving any new tenant after considering the proposed tenant's financial condition, proposed use, or such other terms and criteria as may be reasonably considered by Authority. Company and

Authority acknowledge and agree that Company's obligation to pay an amount equal to the Customized Improvements Rent survives the termination of this Agreement. Company will not be responsible for payment of the unamortized balance of Customized Improvements Rent in the event that Company is not in default of this Agreement at the time of Agreement termination and Authority does not offer Company a Cargo Building Space Rental Agreement for the Premises following the termination of this Agreement.

C. An annual amount representing Authority's operating and maintenance costs for the Warehouse Space payable in equal monthly installments, plus applicable taxes (O&M Rent). Company will pay O&M Rent calculated as follows:

1) Effective October 1, 2021 – September 30, 2022:

5,120 square feet at \$1.75 per square foot = \$8,960.00 per year, payable in monthly installments of \$746.67.

2) Effective October 1, 2022 – September 30, 2023:

5,120 square feet at \$1.85 per square foot = \$9,472.00 per year, payable in monthly installments of \$789.33.

3) Effective October 1, 2023 – September 30, 2024:

5,120 square feet at \$1.95 per square foot = \$9,984.00 per year, payable in monthly installments of \$832.00.

4) Effective October 1, 2024 – September 30, 2025:

5,120 square feet at \$2.06 per square foot = \$10,547.20 per year, payable in monthly installments of \$878.93.

5) Effective October 1, 2025 – September 30, 2026:

5,120 square feet at \$2.17 per square foot = \$11,110.40 per year, payable in monthly installments of \$925.87.

6) Effective October 1, 2026 – September 30, 2027:

5,120 square feet at \$2.29 per square foot = \$11,724.80 per year, payable in monthly installments of \$977.07.

Notwithstanding the foregoing, O&M Rent rates are subject to periodic adjustment by Authority as deemed necessary by Authority at its sole discretion. The O&M Rent may be adjusted by Authority with 60 days' advance written notice to Company without amendment to this Agreement.

7.02 Rents a Separate Covenant

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

7.03 Employee Parking Fees

Employee parking permits are required for the Employee Parking Lot and may be required for Company's leased or common use operational areas. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792. Authority reserves the right to charge Company or its employees a reasonable parking fee. If Company is invoiced by Authority for parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

7.04 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 or other charges hereunder, and in the event Company is delinquent in paying to Authority any Rents or other charges 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 or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law.

7.05 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 919730
Lock Box ID: REV X6306
Orlando, Florida 32891-9730

or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
Tampa, Florida 33607

ARTICLE 8

OBLIGATIONS OF COMPANY

8.01 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its Cargo Business. 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, the Common Use Areas, or elsewhere on the Airport.

8.02 Conduct of Employees and Invitees

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

8.03 Equipment and Vehicle Parking

Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Company's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by Authority. No vehicle

shall access the AOA unless directly related to Company's business operations. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Company's Parties, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Company must also display Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations. Company will verify that its Company Parties who operate motorized vehicles on Airport property have a valid driver's license. Company will provide evidence in writing of such verification within fifteen (15) days' of written request by Authority. If Company fails to provide verification or if Company's Party is found to be driving on Airport property without a valid driver's license, Authority will revoke the offending driver's ID Media and may assess liquidated damages against Company of up to \$1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

On a quarterly basis, Company will conduct and maintain periodic audits of the status of the driver's licenses of Company Parties to ensure that they possess and maintain a valid driver's license. Such audits shall be provided to Authority upon fifteen (15) days' written request by Authority.

8.04 Sound Level

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

8.05 Garbage, Debris, or Waste

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

8.06 Nuisance

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

8.07 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 Company Parties from placing excessive loads on paved or floor areas on the Premises or Common Use Areas. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

8.08 Flammable Liquids

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

8.09 Frequency Protection

Should the 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 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 the Company's equipment. Should interference occur as a result of the Company's installation, the Authority reserves the right to shut down the Company's installation until appropriate remedies to the interference are made by the Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Company's expense.

8.10 Taxes

The Company will bear, at its own expense, all costs of operating its Cargo 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 the Company's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed

on any payments made by the Company hereunder, whether levied against the Company or the Authority. The Company will pay any other taxes, fees, or assessments against the Premises or leasehold estate created herein. The Company will pay the taxes, fees, or assessments as reflected in a notice the Company receives from the Authority or any taxing authority within thirty (30) days after the Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than the Authority, but for which the Authority receives the notice, the Authority shall provide such notice to the Airline within a reasonable period of the Authority's receipt thereof. Upon request of the Company, the Authority will attempt to cause taxing authority to send the applicable tax bills directly to the Airline, and the Airline will remit payment directly to the taxing authority. If the Company disputes any tax, fee, or assessment, the Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify the Authority in writing.

8.11 Permits and Licenses

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

8.12 Vapor or Smoke

Company will not create nor permit to be caused or created upon the Premises, the Common Use Areas, 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.

8.13 Security Badging

Any Company employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued to an individual until the results of the CHRC and 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 ID Media application will be rejected. The costs of the CHRC and STA will be paid by the Company. These costs are subject to change without notice,

and the Company will be responsible for paying any increase in the costs. The Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of the Company and its contractors or agents must comply with the Authority's regulations regarding the use and display of ID Media. The Authority reserves the right to require renewal of ID Media of the Airline's employees, contractors and/or agents at any time. If a Company Party fails to comply with renewal requirements, as directed by the Authority, the existing ID Media privileges of that the Company's Party may be suspended.

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

The Company will be assessed liquidated damages of sixty dollars (\$60) for each ID Media that is lost, stolen, unaccounted for or not returned to the Authority at the time of ID Media expiration, employee termination, termination of this Agreement, or upon written request by the Authority. Such liquidated damages will be paid by the Company within fifteen (15) days from the date of invoice. The amount of liquidated damages for failure to return ID Media is subject to change by the CEO without notice, and the Company will be responsible for paying any increase in the liquidated damages.

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

8.14 Mail Deliveries to Airport

The Company may obtain a U.S. Postal Service mailbox at the Airport at the Company's sole expense. The Company is solely responsible for keys issued by the Authority for the mailbox. In the event the Company fails to return all keys at the termination of this Agreement, the Company may be required by the Authority to rekey or replace the lock. Any cost incurred by the Authority in replacing the keys or rekeying the mailbox will be borne by the Company.

8.15 Cooperation with State Inspector General. Company shall comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 9
MAINTENANCE AND REPAIR

Unless otherwise specified in this Agreement, responsibilities of the Company and the Authority for maintaining the Premises will be as further defined in Exhibit C, Maintenance Matrix of Obligations, attached hereto and incorporated herein by reference.

9.01 Authority's Responsibilities

Authority will perform maintenance and repairs to the parking lot and concrete paving of the Common Use Areas and will perform maintenance and repairs to the Cargo Building, including (1) the roof (structure and membrane), foundation, load bearing walls, and other structural elements; and (2) exterior maintenance (painting and landscaping). Authority retains the right, after giving reasonable advance notice to Company, to enter upon the Premises to perform any repair thereon, including utilities, which serves, in whole or in part, areas other than the Premises. Authority will endeavor to use commercially reasonable efforts to minimize interference with Company's activities.

9.02 Company's Responsibilities

Except for the items above that are the responsibility of Authority, Company will, throughout the Term of this Agreement, assume full responsibility for all nonstructural repair and maintenance of the Premises, whether such repair or maintenance be ordinary or extraordinary, and without limiting the generality hereof, Company will keep the Premises and all of Company's trade and other fixtures, equipment, and personal property that are located on any part of the Premises or Common Use Areas open to or visible by the general public, in a clean and orderly condition and appearance; and

- A. Provide and maintain required fire protection and safety equipment (other than that which Authority must provide in connection with construction of Authority's improvements) and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any competent authority; and
- B. Keep all areas of the Premises in a state of good repair subject to reasonable wear and tear; and
- C. Repair any damage to the surfaces of the Premises and Common Use Areas caused by use of the surfaces in excess of the approved specifications and planned use or by any oil,

gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon; and

- D. Be responsible for the maintenance and repair of all utility service lines, except common utility lines, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, retention ponds, sanitary sewers and storm sewers that are now or that may be subsequently located upon the Premises or Common Use Areas and used by Company exclusively.
- E. All such maintenance, repair and replacements will be of quality equal to the condition of the Premises at the commencement of the Term of this Agreement.

9.03 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance responsibilities, Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of thirty (30) days within which to correct the failure. Notwithstanding anything to the contrary in this Agreement, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises or Common Use Areas by Company or Company's Parties. 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 the Administrative Charge, within fifteen (15) days from the date of the invoice. Failure of Company to pay will be a condition of default.

ARTICLE 10

IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Structural Alterations

Company will make no structural alterations to the Premises without the prior written consent of Authority.

10.02 Alterations and Improvements to Airport

Company acknowledges that from time to time Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Common Use Areas or the Airport that may temporarily affect Company's operations hereunder. Company agrees to

accommodate Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to Authority or any Indemnified Party by reason of such inconvenience or impairment.

10.03 Removal and Demolition

Company and its subcontractors will not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of Authority, which may, at its sole discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an improvement specified in such consent.

10.04 Approvals Extended to Architectural and Aesthetic Matters

Approval of the Authority to any improvements to the Premises will extend to and include architectural and aesthetic matters. The Authority reserves the right to reject any design layouts or design proposals submitted by the Company and to require the Company to resubmit any such layouts or proposals at the Company's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.

10.05 Display Locations

Company and its Company Parties will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Premises without the prior written approval of Authority.

10.06 Ceiling

Company and its Company Parties will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any of the Premises without the prior written approval of Authority.

10.07 Company Improvements

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required any time 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 Common Use Areas. 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 thirty (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.

10.08 Construction and Installation Schedule

Company will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the final plans. All improvements and displays installed by Company in the Premises will be of high quality, safe, and fire resistant materials.

All plans and specifications for the improvements, displays and equipment constructed or installed by Company or any Company Party will conform to all Applicable Laws. Company will obtain, at its own expense, all necessary building permits.

10.09 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 Laws of all appropriate Governmental Authorities.
- B. Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. Company agrees to hire only licensed contractors and subcontractors.
- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other Governmental Authority.
- E. Company agrees to be solely responsible for any damage to the Premises, Common Use Areas, or Airport property resulting from Company's construction of improvements or alterations.

10.10 Completion of Improvements

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

ARTICLE 11

TITLE TO IMPROVEMENTS

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

ARTICLE 12

DEFAULT AND TERMINATION

12.01 Events of Default

The following events will be deemed events of default (each an "Event of Default") by the Company:

- A. The failure or omission by the Company to perform its obligations or make any payment to the Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.
- B. The failure or omission by the Company to perform its obligations under the Basic Agreement.

- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the Basic Agreement, Resolution, or by any other agreement between the Authority and the Company, and the Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of Authority's written notice to cease said business or acts.
- D. The appointment of a trustee, custodian, or receiver of all or a substantial portion of the Company's assets.
- E. The divestiture of the Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- F. The insolvency of the Company; or if the 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 the Company of a voluntary petition for bankruptcy protection or the institution of proceedings against the Company for the adjudication of the Company as bankrupt pursuant thereto.
- G. The Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies

In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days' notice by the Authority and the Company's failure to cure, the 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 the Company's rights under this Agreement and, in accordance with Applicable Laws, take possession of the Premises. The Authority will not be deemed to have thereby accepted a surrender of the Premises, and the Company will remain liable for all payments and other sums due under this Agreement and for all damages suffered by the Authority because of the Company's breach of any of the covenants of Agreement; or
- B. Treat this Agreement as remaining in existence, curing the Company's default by performing or paying the obligation that the Company has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing the Company's

default, plus an Administrative Charge thereon, 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 rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or

- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of the Company in the Premises and Common Use Areas will end.

No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or non-compliance 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 the Company. No delay, failure, or omission of the 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 the Authority will be required to restore or revive time is of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the 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, privileges, or remedies given to the Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by the Authority will not impair its rights to any other right, power, option, privilege or remedy available under this Agreement or provided by Applicable Laws.

12.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any Event of Default, the Company will remain liable to the Authority for the prompt payment of all Rents due hereunder and for all preceding breaches of any covenant of this Agreement.

ARTICLE 13 DISCLAIMER OF LIENS

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

The interest of the Authority in the Premises and Common Use Areas will not be subject to liens for any work, labor, materials or improvements made by or for the Company to its Premises, whether or not the

same is made or done in accordance with an agreement between the Authority and the Company, and it is specifically understood and agreed that in no event will the Authority or the interest of the Authority in the Premises or Common Use Areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for the Company to its Premises. The Company is specifically prohibited from subjecting the Authority's interest in the Premises or Common Use Areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for the Company or for any materials, improvements or work for which the Company is responsible for payment. The Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises or Common Use Areas for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between the Authority and the Company, the Company will cause any such lien to be discharged of record within thirty (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 the Authority, security reasonably satisfactory to the Authority to secure payment of such lien, if requested by the Authority, while the Company contests to conclusion the claim giving rise to such lien.

The Company will furnish releases or waivers as may be required to satisfy the Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, the Authority may require the Company, at the Company's expense, to indemnify the Authority and its Indemnified Parties 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 Laws, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 14 UTILITIES

14.01 Utility Infrastructure

During the Term of this Agreement, Company will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunications and data services at the Premises.

14.02 Upgraded Utility Infrastructure

If Company requires utility 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 utility 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.

14.03 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 telecommunications and data services.

14.04 Cabling Infrastructure

The Authority owns and maintains the Airport's PWDS cable infrastructure supporting telephone and data transmission generated within, to and from the Premises. The Company may use the Authority's fiber optic cabling infrastructure for voice and data connectivity. The Company will enter into a separate agreement with the Authority, as established on an annual basis by the Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points used by the Company. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber optic cable or additional strands of fiber will be at the Company's expense.

14.05 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

ARTICLE 15 INGRESS AND EGRESS

15.01 Use of Public Way

The Company will have the right of ingress to and egress from the Airport, the Premises, and the Common Use Areas for the Company's Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject

to Applicable Laws and the Authority's right to establish Authority Rules and Regulations and Operating Directives governing (A) the general public, including the Company's customers, and (B) access to non-public areas at the Airport by the Company's Parties.

15.02 Methods of Ingress or Egress

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

ARTICLE 16
INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, the Company will indemnify and hold harmless the Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the Company's or any Company Parties':
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 3. Breach of the terms of this Agreement, Resolution, or the Basic Agreement;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any Applicable Laws;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an Indemnified Party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of Authority or its members, officers, agents, employees, and volunteers.

B. In addition to the duty to indemnify and hold harmless, the Company will have the separate and independent duty to defend the Authority and each Indemnified Party from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or reasonable attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the Company's or any Company Parties':

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

whether it is caused in part by the Authority or an Indemnified Party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Company by a party entitled to a defense hereunder. This indemnity obligation expressly applies, and shall be construed to include any, and all claims caused in part by negligence, acts or omissions of the Authority or its members, officers, agents, employees, and volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Company agrees to the following: To the maximum extent

permitted by Florida law, the Company will indemnify and hold harmless the Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Company or any Company Party in the performance of this Agreement.

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

- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 17

INSURANCE

17.01 Insurance Terms and Conditions

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

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

17.02 Limits and Requirements

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

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

B. Commercial General Liability Insurance

The minimum limits of insurance (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 shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

C. Business Auto Liability Insurance

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
---	--------------

D. Property Insurance – Contents

The Company is responsible for insuring its own property, including any contents, improvements, or betterments. The Authority reserves the right to obtain copies of all insurance policies that may serve as a source of recovery for damages.

E. Environmental Insurance (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 is in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of this Agreement. If on a claims-made basis, insurance must respond to claims reported within three years of the end of this Agreement. Limits of Coverage will be:

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

17.03 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, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

17.04 Conditions of Acceptance

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

ARTICLE 18
SECURITY FOR PAYMENT

18.01 Payment Security Requirements

A. Unless the Company has maintained an agreement similar to this Agreement with the Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement, the Company will provide the Authority on or before the Effective Date with acceptable Payment Security. The Company will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which the Company commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to the Authority and licensed to do business in the State. 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, the Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty days prior to cancellation, the Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within fifteen (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 (3) months' estimated Rents or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated Rents 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 the Authority deems itself insecure based upon a change in Company's financial standing, the Authority, by written notice to Company, may impose or re-impose the requirements of this Section 18.01 upon Company. In such event, Company will provide Authority with the required Payment Security within fifteen (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 eighteen (18) consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement.
- 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.

18.02 Satisfactory Performance

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

ARTICLE 19
PROPERTY DAMAGES

19.01 Partial Damage

In the event all or a portion of the Premises is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Company will give Authority immediate notice thereof, and Authority will make the repairs promptly, at its own cost and expense.

19.02 Extensive Damage

In the event damages as referenced in Section 19.01 of this Article are so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

19.03 Complete Destruction

In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Premises untenable, and the Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, and reconstruct said Premises. In the event Authority elects not to repair, replace, and reconstruct said Premises, Authority will not be required to grant alternative premises and this Agreement and the obligations of the Parties hereunder will terminate.

19.04 Abatement of Rents

In the event of extensive damage or complete destruction as referenced in Sections 19.02 and 19.03 of this Article, the portion of Rents (except Customized Improvements 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 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.

19.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Company, and any such redecoration, replacement, and refurbishing or re-equipping will be of equivalent quality to that originally installed hereunder. Authority will not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises regardless of cause of damage.

19.06 Waiver of Subrogation

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

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

The Company and each of its Company Parties will at all times comply with all Applicable Laws, including the Resolution and Basic Agreement. ~~The Company and each of its Company Parties will comply at all times with Authority Rules and Regulations.~~

ARTICLE 21

FAA APPROVAL

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

ARTICLE 22

ENVIRONMENTAL

22.01 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 its Premises and at the Airport, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Company's facilities or operations at its Company Premises or the Airport. The Company 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, to the maximum extent permitted by State law, Company agrees to indemnify and defend and hold harmless Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by Company or any of its Company Parties of such applicable Environmental Laws and for

any non-compliance by Company or any of its Company Parties with any permits issued to Company pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by Company or any of its Company Parties at its Company Premises or the Airport, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws, or the violation of any Environmental Laws due to Company's or its Company Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at its Company Premises or elsewhere at the Airport; (iii) any breach by Company of any of the requirements of this Article 22; (iv) Company's remediation or failure to remediate Hazardous Substances as required by this Agreement; which 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 or its Company Parties or against Authority by reason of Company's or its Company Parties' violation or non-compliance with Environmental Laws. The Company's obligations hereunder will survive the termination of the Term of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof, except that, in the event that Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, Authority may not recover the same funds from Company; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 16 to the extent applicable.

- C. The Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any Governmental Authority regarding possible violation of any Environmental Law upon the Company Premises or elsewhere at the Airport.
- D. The Company agrees that all remedies of Authority as provided herein with regard to violation of any Environmental Laws will be deemed cumulative in nature and will survive termination of this Agreement.
- E. The Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within twenty-four (24) hours of receipt by Company or Company's agent. In the event Authority receives a notice of violation, notice of non-compliance, or other enforcement action of the nature described herein, it will promptly provide that notice to Company. Any violation or notice of violation or non-compliance with an Environmental Law that Company fails to

rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed an Event of Default under this Agreement.

- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

22.02 Environmental Considerations.

- A. The Company and its Company Parties will not discharge or spill any Hazardous Substance into any component of the storm drainage system or onto any paved or unpaved ~~area within the boundaries of the Company Premises. In addition, neither Company nor any Company Party will discharge or spill any Hazardous Substance into any component~~ of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other Governmental Authorities having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, bays, and other bodies of water. The Company's discharge, spill or introduction of any Hazardous Substance onto the Company Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed an Event of Default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by Applicable Laws, Company will obtain a generator identification number from the EPA and the appropriate generator permit and will comply with all Applicable Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.
- C. The Company agrees to provide Authority, within ten (10) days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Company Premises or operations at the Airport.
- D. At the end of the Term of this Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all Applicable Laws. Copies of all waste

manifests will be provided to Authority at least thirty (30) days prior to the end of the Term of this Agreement.

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

22.04 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 Company Premises that occurs by reason of the migration or flow to the Company Premises from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Company Premises.

22.05 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 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. The Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

B. The Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a person who has completed an FAA-approved aircraft fueling training program. The Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

- C. The 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 Company Premises that may be adopted by Authority. The Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. The Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

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

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

agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

22.07 Environmental Inspection at End of Agreement Term.

- A. At Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term as provided herein, Company will conduct an environmental inspection and examination of the Company Premises. At its discretion, Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. The Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Company Premises have been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with Applicable Laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- B. During the period of a cleanup due to the environmental condition of the Company Premises or common use areas, Company's obligations, including the payment of Rents, under the existing terms of this Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by Governmental Authority and must be reasonably acceptable to Authority.

ARTICLE 23
REPORTS AND AUDITS

23.01 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Agreement or within three (3) years after the end of the Term of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of substantiating the accuracy of payments to the Authority or Company's compliance with other provisions of this Agreement. Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement for purposes of substantiating payments or compliance. If the records are maintained at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. In the event Company maintains the needed documentation in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to the Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed. If, as a result of any engagement, it is established that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest in accordance with Section 7.04.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of fee will continue until specific performance is accomplished. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

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

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

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

25.02 Civil Rights – General – 49 USC § 47123. The Company agrees to observe and comply with those requirements of the FAA set forth in Exhibit D, Federal Aviation Administration Required Provisions, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

The Company shall 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 is in addition to that required of Title VI of the Civil Rights Act of 1964.

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.

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 the Company's compliance with the terms of this Agreement; provided, however, that, except in the case of an emergency as determined by Authority, Authority shall provide Company with prior notice to the Station Manager (as defined in the Basic Agreement), reasonable under the circumstances (which may be oral), of any entry onto the Premises.~~

ARTICLE 29
RIGHT OF FLIGHT

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

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

ARTICLE 30
GOVERNMENT INCLUSION

30.01 Subordination to Federal Agreements

This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject and subordinate to the provisions of any existing or future

agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity (Grant Assurances). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

30.02 Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

30.03 Security

The Company and its Company Parties must comply with (i) the provisions of the Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing and (iii) security measures required of the Company or the Authority by the FAA or TSA. If the Company or any of its Company Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty or other damages being assessed against the Authority, then, in addition to any other terms of this Agreement, the Company shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages, plus an Administrative Charge. This amount must be paid by the Company within ten (10) days of written notice.

ARTICLE 31

SIGNS

31.01 Written Approval

Except with the prior written approval of Authority, which shall not be unreasonably withheld, conditioned, or delayed, Company will not erect, maintain, or display any signs or any advertising at or on the Premises or Common Use Areas.

31.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises and Common Use Areas and, in connection therewith, will restore the portion of the Premises and Common Use Areas affected by such signs or advertising to substantially the same conditions as existed at the commencement of the Term or as approved by Authority. 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 Common Use Areas, Authority may perform the necessary work, at the expense of Company, plus an Administrative Charge.

ARTICLE 32

ASSIGNMENT AND SUBLEASING

Company will not assign or sublease this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. Any purported assignment or sublease of this Agreement without the prior written consent of the Authority shall be void *ab initio* and of no effect. If a sublease is approved, Company will be solely responsible for ensuring that its sublessee performs pursuant to and in compliance with the terms of this Agreement.

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

Before any assignment or sublease becomes effective, the assignee or sublessee will assume and agree by written instruments in form and substance satisfactory to Authority to be bound by the terms and conditions of this Agreement during the remainder of the Term.

ARTICLE 33

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, and that the undersigned officer is authorized and empowered to bind Company to the terms of this Agreement by his or her signature thereto.

ARTICLE 34
CONDEMNATION

If the whole or any part 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, 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.

ARTICLE 35
SURRENDER OF PREMISES

Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term in the same condition as existed at the commencement of the Term or earlier termination of this Agreement, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises and Common Use Areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within ten (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 payment of any Rents, Authority will have a lien for such Rents upon any property found upon the Premises or Common Use Areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or Common Use Areas without written approval of Authority.

ARTICLE 36
PERSONAL PROPERTY

Any personal property of Company or others placed in the Premises, Common Use Areas, or Airport 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 or Common Use Areas by Authority.

ARTICLE 37
APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State. 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.

Company hereby waives any claim against Authority and the Indemnified Parties 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 38
AUTHORITY APPROVALS

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

ARTICLE 39
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 40
HEADINGS

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

ARTICLE 41
NOTICES AND COMMUNICATIONS

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

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

TO Company:
(MAIL DELIVERY)
Breeze Aviation Group, Inc. dba Breeze Airways
6340 South 3000 East, Suite 400
Salt Lake City, UT 84121

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

Or
(HAND DELIVERY)
Same as above

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

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

ARTICLE 42
SUBORDINATION TO TRUST AGREEMENT

- A. This Agreement and all rights of the Company hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by the Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements and Other Financing Documents made by the Authority authorizing the issuance of Bonds, Subordinated Indebtedness or Other Indebtedness by the Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify the Company in advance of any proposed amendments or supplements to the Trust Agreements and Other Financing Documents that would alter the terms and provisions of this Agreement.
- C. With respect to Bonds, Subordinated Indebtedness and Other Indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, Subordinated Indebtedness and Other Indebtedness for

Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the Code) (collectively, Tax-Exempt Indebtedness), the Company may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Premises, if the act or failure to act may cause, in the sole judgment of the Authority, the Authority to be in noncompliance with the provisions of the Code, nor may the Company take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the AMT), to become subject to the AMT for Federal income tax purposes, and the Company may not elect to take depreciation on any portion of the Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 43

FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and the Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, the Company's obligation to pay rent will cease; however, Company must still pay Customized Improvements Rent as set forth in Article 7 of this Agreement, and 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 44

RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

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

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

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

As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

ARTICLE 45

RELATIONSHIP OF THE PARTIES

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

ARTICLE 46

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P. O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from Authority's custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of the Term of this Agreement and following completion of the Term of this Agreement.
- D. Upon completion of the Term of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 47
MISCELLANEOUS

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

ARTICLE 48
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 49
INCORPORATION OF EXHIBITS

All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

ARTICLE 50
NO INDIVIDUAL LIABILITY

No Authority Board of Directors member, officer, agent, director, or employee of the Authority shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

ARTICLE 51
AMENDMENTS

Except as specifically provided in this Agreement, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Company and the Authority.

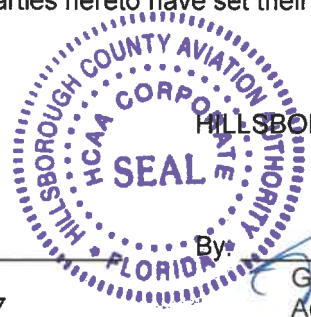
ARTICLE 52
COMPLETE AGREEMENT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 2 day of SEPTEMBER, 2021.

ATTEST:



HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered in the presence of:

Witness Signature: Michael T. Kamprath

Print Name: VIOLETTA CUMMINS

LEGAL FORM APPROVED: By: David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of SEPTEMBER, 2021, by Gary W. Harrod in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public - State of Florida

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



VIOLETTA CUMMINS
Commission # HH 095956
Expires June 20, 2025
Bonded Thru Budget Notary Services

BREEZE AVIATION GROUP, INC.,
DBA BREEZE AIRWAYS

Signed in the presence of:

[Signature]

Witness Signature
Ryan Schroeter

Print Name

[Signature]

Witness Signature
Alesha Scott

Print Name

By: [Signature]

Title: CFO

Trent Porter
Print Name

12783 S. Cephus Cir.
Print Address

Draper, UT 84020

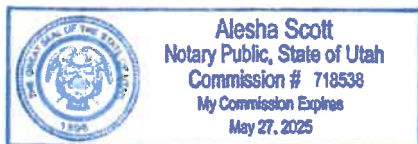
BREEZE AVIATION GROUP, INC.,
DBA BREEZE AIRWAYS

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of August, 2021, by Trent Porter as
(name of person)

CFO for Breeze Aviation Group
(type of authority) (name of party on behalf of whom instrument was executed)



[Signature]
(Signature of Notary Public -- State of Utah)

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

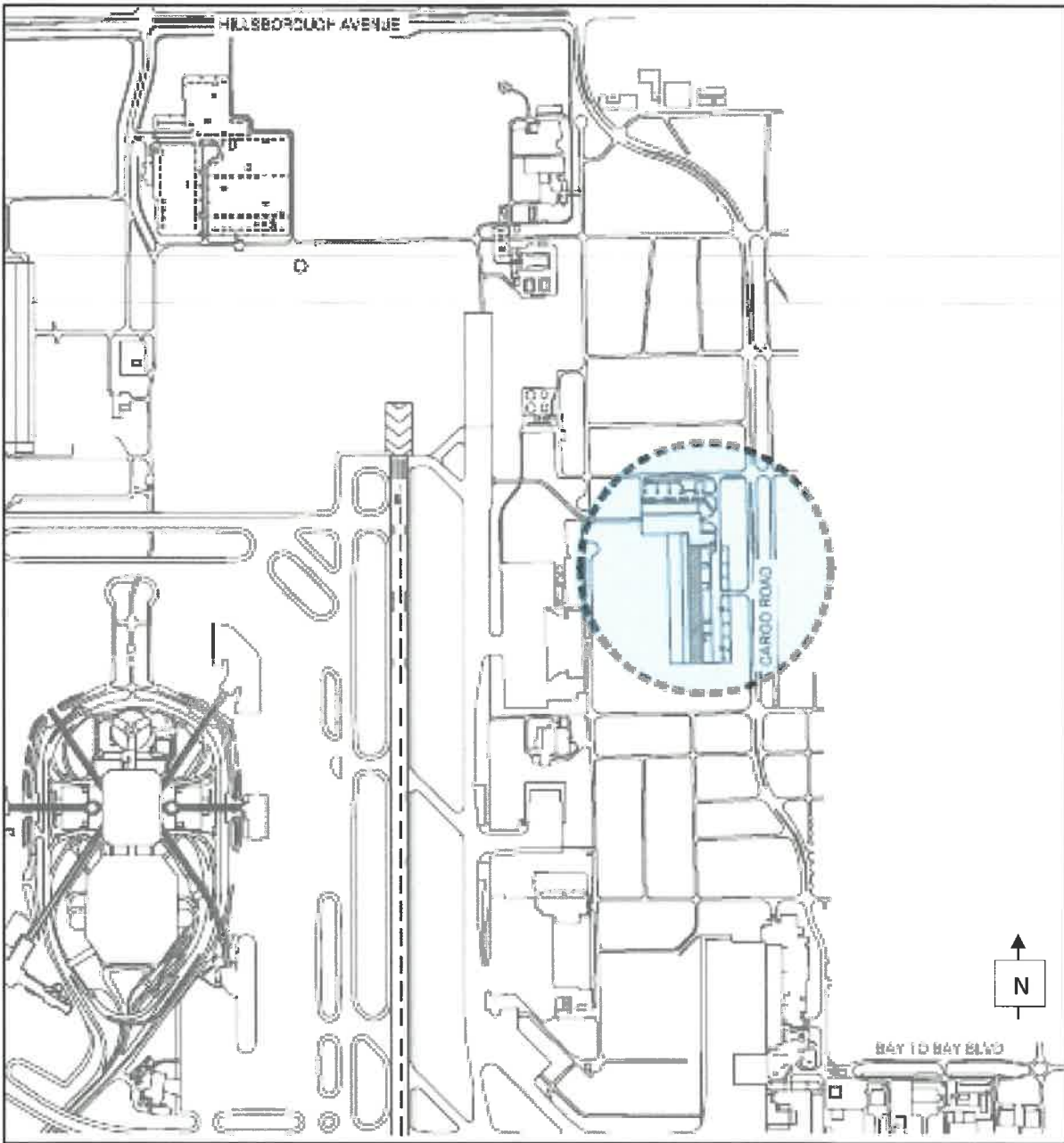
Personally known to me OR Produced Identification

(Type of Identification Produced)

BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS

EXHIBIT A-1

GENERAL LOCATION OF PREMISES



LEGEND



SEPTEMBER 2021

BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS
EXHIBIT A-2
CARGO BUILDING PREMISES DETAIL

The security information contained in this document is exempt from disclosure under the Florida Public Records Act, including but not limited to, Florida Statute sections §119.071, §281.301 and §331.22.

LEGEND

 SUITE 1400
CARGO BUILDING SPACE – 5,120 SF±

**Tampa
International
Airport**

SEPTEMBER 2021

BREEZE AVIATION GROUP, INC., DBA BREEZE AIRWAYS

EXHIBIT B

AMORTIZATION SCHEDULE OF CUSTOMIZED IMPROVEMENTS RENT

Amortization Schedule of Customized Improvements Rent								
Air Cargo Building - Suite 1400								
Inputs					Key Figures			
Principal amount		\$130,536.33			Annual payments			\$8,894.04
Annual interest rate		5.500%			Monthly payments			\$741.17
Period in years		30			Interest in first calendar year			\$4,174.19
Base year of payments		2011			Interest over term of amortization			\$136,284.87
Base month of payments		June			Sum of all payments			\$266,821.20
Payments in First 12 Months								
Year	Month	Beginning Balance	Monthly Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
2011	Jun	\$130,536.33	\$741.17	\$142.88	\$598.29	\$142.88	\$598.29	\$130,393.45
	Jul	\$130,393.45	\$741.17	\$143.53	\$597.64	\$286.41	\$1,195.93	\$130,249.92
	Aug	\$130,249.92	\$741.17	\$144.19	\$596.98	\$430.60	\$1,792.91	\$130,105.73
	Sep	\$130,105.73	\$741.17	\$144.85	\$596.32	\$575.45	\$2,389.23	\$129,960.88
	Oct	\$129,960.88	\$741.17	\$145.52	\$595.65	\$720.97	\$2,984.88	\$129,815.36
	Nov	\$129,815.36	\$741.17	\$146.18	\$594.99	\$867.15	\$3,579.87	\$129,669.18
	Dec	\$129,669.18	\$741.17	\$146.85	\$594.32	\$1,014.00	\$4,174.19	\$129,522.33
2012	Jan	\$129,522.33	\$741.17	\$147.53	\$593.64	\$1,161.53	\$4,767.83	\$129,374.80
	Feb	\$129,374.80	\$741.17	\$148.20	\$592.97	\$1,309.73	\$5,360.80	\$129,226.60
	Mar	\$129,226.60	\$741.17	\$148.88	\$592.29	\$1,458.61	\$5,953.09	\$129,077.72
	Apr	\$129,077.72	\$741.17	\$149.56	\$591.61	\$1,608.17	\$6,544.70	\$128,928.16
	May	\$128,928.16	\$741.17	\$150.25	\$590.92	\$1,758.42	\$7,135.62	\$128,777.91
Yearly Schedule of Balances and Payments								
Year	Beginning Balance	Annual Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance	
2012	\$129,522.33	\$8,894.04	\$1,815.81	\$7,078.23	\$2,829.81	\$11,252.42	\$127,706.52	
2013	\$127,706.52	\$8,894.04	\$1,918.05	\$6,975.99	\$4,747.87	\$18,228.40	\$125,788.46	
2014	\$125,788.46	\$8,894.04	\$2,026.25	\$6,867.79	\$6,774.11	\$25,096.20	\$123,762.22	
2015	\$123,762.22	\$8,894.04	\$2,140.54	\$6,753.50	\$8,914.66	\$31,849.69	\$121,621.67	
2016	\$121,621.67	\$8,894.04	\$2,261.29	\$6,632.75	\$11,175.94	\$38,482.45	\$119,360.39	
2017	\$119,360.39	\$8,894.04	\$2,388.84	\$6,505.20	\$13,564.78	\$44,987.65	\$116,971.55	
2018	\$116,971.55	\$8,894.04	\$2,523.59	\$6,370.45	\$16,088.37	\$51,358.10	\$114,447.96	
2019	\$114,447.96	\$8,894.04	\$2,665.94	\$6,228.10	\$18,754.31	\$57,586.20	\$111,782.02	
2020	\$111,782.02	\$8,894.04	\$2,816.32	\$6,077.72	\$21,570.63	\$63,663.92	\$108,965.70	
2021	\$108,965.70	\$8,894.04	\$2,975.18	\$5,918.86	\$24,545.82	\$69,582.77	\$105,990.51	
2022	\$105,990.51	\$8,894.04	\$3,143.01	\$5,751.03	\$27,688.82	\$75,333.81	\$102,847.51	
2023	\$102,847.51	\$8,894.04	\$3,320.30	\$5,573.74	\$31,009.12	\$80,907.55	\$99,527.21	
2024	\$99,527.21	\$8,894.04	\$3,507.59	\$5,386.45	\$34,516.71	\$86,294.00	\$96,019.62	
2025	\$96,019.62	\$8,894.04	\$3,705.44	\$5,188.60	\$38,222.15	\$91,482.60	\$92,314.18	
2026	\$92,314.18	\$8,894.04	\$3,914.46	\$4,979.58	\$42,136.61	\$96,462.18	\$88,399.72	
2027	\$88,399.72	\$8,894.04	\$4,135.27	\$4,758.77	\$46,271.88	\$101,220.95	\$84,264.45	
2028	\$84,264.45	\$8,894.04	\$4,368.53	\$4,525.51	\$50,640.40	\$105,746.47	\$79,895.93	
2029	\$79,895.93	\$8,894.04	\$4,614.95	\$4,279.09	\$55,255.35	\$110,025.56	\$75,280.98	
2030	\$75,280.98	\$8,894.04	\$4,875.27	\$4,018.77	\$60,130.62	\$114,044.33	\$70,405.71	
2031	\$70,405.71	\$8,894.04	\$5,150.27	\$3,743.77	\$65,280.89	\$117,788.10	\$65,255.44	
2032	\$65,255.44	\$8,894.04	\$5,440.78	\$3,453.26	\$70,721.67	\$121,241.36	\$59,814.66	
2033	\$59,814.66	\$8,894.04	\$5,747.69	\$3,146.35	\$76,469.36	\$124,387.71	\$54,066.97	
2034	\$54,066.97	\$8,894.04	\$6,071.90	\$2,822.14	\$82,541.26	\$127,209.85	\$47,995.07	
2035	\$47,995.07	\$8,894.04	\$6,414.41	\$2,479.63	\$88,955.67	\$129,689.48	\$41,580.66	
2036	\$41,580.66	\$8,894.04	\$6,776.23	\$2,117.81	\$95,731.90	\$131,807.29	\$34,804.43	
2037	\$34,804.43	\$8,894.04	\$7,158.46	\$1,735.58	\$102,890.36	\$133,542.87	\$27,645.97	
2038	\$27,645.97	\$8,894.04	\$7,562.25	\$1,331.79	\$110,452.61	\$134,874.66	\$20,083.72	
2039	\$20,083.72	\$8,894.04	\$7,988.83	\$905.21	\$118,441.44	\$135,779.87	\$12,094.89	
2040	\$12,094.89	\$8,894.04	\$8,439.46	\$454.58	\$126,880.90	\$136,234.45	\$3,655.43	
2041	\$3,655.43	\$3,705.85	\$3,655.43	\$50.42	\$130,536.33	\$136,284.87	\$0.00	

MAINTENANCE MATRIX OF OBLIGATIONS

EXHIBIT C

Air Cargo & GSE Buildings	
	Authority (A) / Company (C)
Premises (subject to reasonable wear and tear)	C
Parking Lot and Concrete Paving – Common Use	A
Roof (Structure and Membrane)	A
Foundation	A
Load Bearing Walls	A
Other Structural Elements	A
Exterior Maintenance (Painting and Landscaping)	A
Non-Structural Repair and Maintenance of Premises	C
Trade and Other Fixtures	C
Personal Property	C
Overhead Door & Security Screen Repair & Maintenance	C
Required fire protection and safety equipment (includes supplying, maintaining and inspecting of fire extinguishers) (other than that which Authority must provide in connection with construction of Authority's improvements)	C
Damage to the surfaces of the Premises and Common Use Areas caused by use of the surfaces in excess of the approved specifications	C
Damage to the surfaces of the Premises and Common Use Areas caused by use of liquid substances having a corrosive or detrimental effect	C
Repair of all utility service lines, except common utility lines	C
Interior Light Bulbs	C
Interior Light Fixtures	C
Exterior Lights, Inc. Bulbs	A
Exterior Window Cleaning	C
Warehouse Floor Structural	A
HVAC System	C
Keys/Locks Interior	C
Keys/Locks Exterior – Authority Installed	A
Electrical after (and including) Breaker Box	C
Restroom Fixtures	C
Exterior Pavement	A
Company will pay for the cost of any maintenance performed by the Authority that is due to Company or Company's Party's negligence.	



Exhibit D

Federal Aviation Administration Required Provisions

- A. Civil Rights – General. Authority and Company shall 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 Company transfers its obligation to another, the transferee is obligated in the same manner as the Company.

This provision obligates Company for the period during which any property at the Airport is owned, used or possessed by 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. Civil Rights – Title VI Assurances – Compliance With Nondiscrimination Requirements.
1. Compliance with Regulations: Company while operating at the Airport (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts 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 the period it operates at the Airport, 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 Nondiscrimination Acts and Authorities, 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 provision and the Nondiscrimination Acts and Authorities 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 Federal Aviation Administration to be pertinent to ascertain

compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Company's noncompliance with the non-discrimination provisions of this Agreement, Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to Company under this Agreement until Company complies; and/or
- b. Cancelling, terminating, or suspending the Company's rights under this Agreement, in whole or in part.

6. Incorporation of Provisions: Company must include the provisions of paragraphs one through six 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 Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. 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 the Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

C. Civil Rights – Title VI Clauses for Use/Access to Real Property.

1. Company for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Company will use the Premises in compliance with all other

requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities in Paragraph D below.

2. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate Company's rights under this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and 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; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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, which ensures nondiscrimination 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);
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 USC 1681 et seq).