

HILLSBOROUGH COUNTY AVIATION AUTHORITY

CARGO BUILDING
SPACE RENTAL AGREEMENT

ATLAS AIR, INC.

TAMPA INTERNATIONAL AIRPORT

Board Date: May 4, 2017

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
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HILLSBOROUGH COUNTY AVIATION AUTHORITY
CARGO BUILDING
SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS CARGO BUILDING SPACE RENTAL AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 4th day of MAY, 2017 by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (hereinafter referred to as the "Authority"), and ATLAS AIR, INC., a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (hereinafter referred to as the "Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International Airport located in the County of Hillsborough, State of Florida (hereinafter referred to as the "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 (hereinafter referred to as the "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 engaged in the business of transportation by air of property, mail, parcels and/or cargo and desires to lease space in the Cargo Building; and

WHEREAS, Company operates at the Airport under a written agreement with Authority, as may be extended by amendment or renewed by execution of a subsequent agreement for said operations, entitled Operating Agreement for Non-Signatory Cargo Air Carriers (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, Company desires to lease Suite 1400 of the Cargo Building in support of its cargo handling activities, 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
PREMISES

2.01 Premises

Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority certain space designated for Company's exclusive use in the Cargo Building, the general location of which is depicted on Exhibit A-1, dated May 2017, and more particularly depicted on Exhibit A-2, dated May 2017, both of which are attached hereto and by this reference made a part hereof (hereinafter collectively referred to as "Premises"), consisting of:

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

2.02 Common Use Areas

- A. Company is hereby granted use, in common with others, of the vehicle public/employee parking areas and equipment parking areas assigned by Authority (hereinafter referred to as "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 handling operations.

ARTICLE 3
USES AND RESTRICTIONS

3.01 Permitted Uses

The Premises will be used by Company solely to provide support for ground operations, offices, stores, and maintenance.

3.02 Restrictions

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

3.03 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises or in Common Use Areas separate and apart from the conduct of its permitted uses as described in this Article.
- 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, Standard Procedures, and Operating Directives.
- C. The rights and privileges granted Company pursuant to this Article will be subject to any and all Rules and Regulations, Standard Procedures, and Operating Directives 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 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.

- F. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to the Company.
- G. 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.

ARTICLE 4

TERM

4.01 Effective Date

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

4.02 Commencement Date

The term of this Agreement commences May 4, 2017 and terminates September 30, 2018 unless terminated earlier as provided herein.

4.03 Commencement of Rent

The Rents, fees and other charges due hereunder will commence on May 4, 2017 and will continue throughout the term of this Agreement and any renewal terms, unless this Agreement is terminated as provided herein. Certain payment obligations may continue beyond termination of this Agreement, in accordance with Section 5.01.B.2 below.

4.04 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, fees or charges to Authority, upon 180 days' written notice to Authority. In the event any such notice of termination is given, 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.

4.05 Renewal Option

If Company is not in default of any terms of this Agreement or in the payment of any Rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for one two-year period upon written request by Company at least 180 days prior to Agreement's expiration and written acceptance by Authority's Chief Executive Officer or designee. Such renewal will be effective by letter without formal amendment to this Agreement. If such renewal option is requested by Company and approved by Authority, this Agreement will have a final termination date of September 30, 2020.

ARTICLE 5 PAYMENTS

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable Rents, fees and charges 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.

5.01 Rents

Commencing May 4, 2017, Company will pay to Authority Rents comprised of the following components (collectively referred to as "Rents"):

- 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 (hereinafter referred to as "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 (hereinafter referred to as "Customized Improvements") (hereinafter referred to as "Customized Improvements Rent"), as set forth in Exhibit B, Amortization Schedule of Customized Improvements Rent, dated May 2017, which is 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) Company will have no further obligation to pay Customized Improvements Rent.

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

- 1) Effective May 4, 2017 – September 30, 2017:

5,120 square feet at \$1.27 per square foot = \$6,502.40 per year, payable in monthly installments of \$541.87.

- 2) Effective October 1, 2017 – September 30, 2018:

5,120 square feet at \$1.31 per square foot = \$6,707.20 per year, payable in monthly installments of \$558.93.

- 3) Effective October 1, 2018 – September 30, 2019 (if renewal option exercised):

5,120 square feet at \$1.35 per square foot = \$6,912.00 per year, payable in monthly installments of \$576.00.

- 4) Effective October 1, 2019 – September 30, 2020 (if renewal option exercised):

5,120 square feet at \$1.39 per square foot = \$7,116.80 per year, payable in monthly installments of \$593.07.

Notwithstanding the foregoing, O&M rental rates are subject to periodic adjustment by Authority as deemed necessary by Authority in 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.

5.02 Rents, Fees and Other Charges a Separate Covenant

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

5.03 Employee Parking Fees

Authority reserves the right to charge Company or its employees a reasonable and non-discriminatory parking fee based on Authority's cost of providing services and facilities for the employee parking areas provided at the Airport. If Company is invoiced by Authority for parking fees, payment is due to Authority within 15 days from the date of the invoice, or parking privileges may be terminated.

5.04 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, fees and other charges hereunder, and in the event Company is delinquent in paying to Authority any such Rents, fees and other charges for a period of five calendar days after the payment is due, Authority reserves the right to charge Company interest thereon from the date such Rents, fees and other charges became due and payable to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law. Such interest will not accrue with respect to disputed items being contested in good faith by Company, in which event the legal rate of interest will prevail.

5.05 Place of Payments

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

(ELECTRONICALLY – PREFERRED METHOD)
VIA ACH WITH REMITTANCE ADVICE TO RECEIVABLES@TAMPAAIRPORT.COM

OR

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
P. O. BOX 22287
TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
2ND LEVEL, RED SIDE
TAMPA, FLORIDA 33607

ARTICLE 6
OBLIGATIONS OF COMPANY

6.01 Business Operations

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

6.02 Conduct of Employees and Invitees

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

6.03 Equipment and Vehicle Parking

Company will ensure that all 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 other 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. 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 or online at <https://tiaemployeeparking.com>. Vehicles requiring access to the Aircraft Operations Area (AOA) must bear Company's identification and Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office.

6.04 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.

6.05 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.

6.06 Nuisance

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

6.07 Excessive Load

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

6.08 Flammable Liquids

Company will not keep or store flammable liquids within any covered and enclosed portion of the Premises 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.

6.09 Frequency Protection

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

6.10 Taxes

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

6.11 Permits and Licenses

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

6.12 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.

6.13 Security Badging

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

Company will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of the Agreement, or upon written request by Authority. This fine will be paid by Company within 15 days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

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

ARTICLE 7

MAINTENANCE AND REPAIR

7.01 Authority's Responsibilities

Authority will 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.

7.02 Company's Responsibilities

Except for the items above that are the responsibility of Authority, Company will, throughout the term, and any renewal thereof, 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.

7.03 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 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 agent. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within 15 days from the date of the invoice. Failure of Company to pay will be a condition of default.

ARTICLE 8
IMPROVEMENTS AND ALTERATIONS BY COMPANY

8.01 Structural Alterations

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

8.02 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, its members, officers, employees, agents, or volunteers by reason of such inconvenience or impairment.

8.03 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.

8.04 Approvals Extended to Architectural and Aesthetic Matters

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

8.05 Display Locations

Company and its subcontractors 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.

8.06 Ceiling

Company and its subcontractors 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.

8.07 Written Approval

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. Company will make no improvements or alterations whatsoever to the 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 30 days after receipt by Authority of Company's plans and specifications, Authority will inform Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes or not approved.

8.08 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, its agents, or subcontractors, will conform to all applicable statutes, ordinances, building codes, rules and regulations. Company will obtain, at its own expense, all necessary building permits.

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

8.10 Completion of Improvements

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

ARTICLE 9

TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Company upon the Premises or Common Use Areas, with or without consent of 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 of Florida, are part of the realty, will become and be deemed to be the property of Authority upon termination of the Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises or Common Use Areas, or at Authority's sole option, Authority may require 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 Company and will be removed from the Premises and Common Use Areas upon termination or expiration of this Agreement. Company will pay any costs associated with the restoration of the Premises and Common Use Areas to their original condition upon such removal.

ARTICLE 10
DEFAULT AND TERMINATION

10.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

10.02 Authority's Remedies

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

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

No waiver by 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 Company. No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the

rights, powers, options, privileges, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by Authority will not impair its rights to any other right, power, option, privilege or remedy available under this Agreement or provided by law.

10.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for the prompt payment of all Rents, fees and charges due hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement.

10.04 Company's Remedies

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

ARTICLE 11

DISCLAIMER OF LIENS

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

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

laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Premises, the Common Use Areas, or Authority, including attorney fees incurred by Authority. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

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

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

ARTICLE 12

UTILITIES

12.01 Utility Infrastructure

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

12.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what currently exists or is available to be extended to the Premises' boundary, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such infrastructure related to its use of the Premises and to comply

with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

12.03 Utility Services

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

12.04 Cabling Infrastructure

Authority owns and maintains the Airport's Premises Wiring Distribution System (PWDS) cable infrastructure supporting telephone and data transmission generated within, to and from the Premises. Company may use Authority's cabling infrastructure for voice and data connectivity. Company will pay monthly fees, as established on an annual basis by Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points. Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber or additional strands of fiber will be at Company's expense. In addition, Company is required to pay Authority, at a rate established by Authority, or pay a competitive local exchange carrier, for dial tone or internet access for its telephone services and communication systems. If Company installs electronic visual information display systems (EVIDS), Company will be required to use Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at Company's cost and may be performed by Authority or by an outside vendor approved by Authority, subject to a Tenant Work Permit.

12.05 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 13
INGRESS AND EGRESS

13.01 Use of Public Way

Company will have the right of ingress to and egress from the Airport, the Premises, and the Common Use Areas for Company's officers, employees, agents, and invitees, including customers,

suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws, and Authority's right to establish Rules and Regulations and Operating Directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

13.02 Methods of Ingress or Egress

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

ARTICLE 14
INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, reimburse, indemnify and hold Authority, its agents, Board members, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Premises, the Common Use Areas, or the Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operation of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, or the environment (including but not limited to contamination of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time this Agreement is executed or as may be redefined in the future) incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend Authority, its agents, Board members, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless, and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of \$10.00 and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This Article shall survive the termination of this Agreement. Compliance with insurance requirements under this Agreement shall not relieve Company of its liability or obligation to indemnify, hold harmless, and defend Authority as set forth in this Article.

ARTICLE 15
INSURANCE

15.01 Insurance Terms and Conditions

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

15.02 Limits and Requirements

A. Workers' Compensation/Employer's Liability Insurance

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

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

B. Commercial General Liability 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 11 01 96.

	<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 will be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement are:

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

D. 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 in connection with, work under this Agreement. Company will provide and maintain

environmental coverage from the inception of the Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three years of the end of the Agreement. The limits of coverage will be:

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

E. Property Insurance – Contents

No proof of property insurance covering contents is required by Authority; however Company will be responsible for maintaining adequate insurance for all contents during the term of this Agreement.

15.03 Waiver of Subrogation

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

15.04 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit C, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect as of the date of this Agreement and as may be amended from time to time.

ARTICLE 16
SECURITY FOR PAYMENT

16.01 Payment Security Requirements

A. Unless Company has maintained an agreement similar to this Agreement with Authority during the 18 months prior to the Effective Date of this Agreement without the occurrence of any act or omission that would have been a default under this Agreement, Company will provide Authority, on or before the Commencement Date of this Agreement, with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three months' Rents, fees and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and

charges due hereunder (hereinafter referred to as "Payment Security"). Company will be obligated to maintain such Payment Security in effect until the expiration of 18 consecutive months during which Company commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.

- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Rents, fees and charges payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within 90 days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of 18 consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

16.02 Satisfactory Performance

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

ARTICLE 17
PROPERTY DAMAGES

17.01 Partial Damage

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

17.02 Extensive Damage

In the event damages as referenced in Section .01 of this Article are so extensive as to render all or a significant portion of the Premises 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.

17.03 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.

17.04 Abatement of Rents

In the event of extensive damage or complete destruction as referenced in Sections .02 and .03 of this Article, the portion of the rent 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, fees and charges will not abate, and Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

17.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Company, and any such redecoration 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.

17.06 Waiver of Subrogation

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

ARTICLE 18

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 19
FAA APPROVAL

This 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 20
ENVIRONMENTAL

20.01 General Conditions

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

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

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

- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.

- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

20.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling,

and disposal of such hazardous wastes are conducted in full compliance with applicable law.

- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises.
- D. At the end of the Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of the Agreement.

20.03 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance", as used in this Agreement, will mean:
 - (1) any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
 - (2) any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
 - (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
 - (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
 - (5) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or

- (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

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

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

20.04 Prior Environmental Impacts

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

20.05 Off-Site Environmental Impacts

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

20.06 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention

regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

20.07 Stormwater

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

- A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and

Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). Company will establish a BMP plan for the Premises and submit a copy to Authority.

- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. Company is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

20.08 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the initial term or any renewal term, as provided herein, Company will conduct an environmental inspection and examination of the Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority 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. Authority may also choose to conduct the compliance audit or site assessment. If the

results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

- B. During the period of a cleanup due to the environmental condition of the Premises or Common Use Areas, Company's obligations, including the payment of Rents, fees and charges, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 21

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 22

NON-DISCRIMINATION

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

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

22.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

Company agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefitting from Federal assistance.

B. Duration:

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

22.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) **Compliance with Regulations:** Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

- (2) **Non-Discrimination:** Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 22.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that

if Company becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

C. Duration:

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

- (1) So long as the Airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

- (2) So long as Authority retains ownership or possession of the property.

ARTICLE 23
NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this 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 24
RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance.

ARTICLE 25
RIGHT OF ENTRY

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring of Company's compliance with the terms of this Agreement.

ARTICLE 26
RIGHT OF FLIGHT

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

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

ARTICLE 27
PROPERTY RIGHTS RESERVED

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

ARTICLE 28
SIGNS

28.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises or Common Use Areas.

28.02 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 the same conditions as existed at the commencement of the term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises and Common Use Areas, Authority may perform the necessary work, at the expense of Company.

ARTICLE 29
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. 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 to be bound by the terms and conditions of this Agreement during the remainder of the term.

ARTICLE 30
COMPANY TENANCY

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

ARTICLE 31
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 said 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 32
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, 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 10 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any rent terms of this Agreement, Authority will have a lien for such rent 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 33
PERSONAL PROPERTY

Any personal property of Company or others placed in the Premises or Common Use Areas 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 34
APPLICABLE LAW AND VENUE

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

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

ARTICLE 35
AUTHORITY APPROVALS

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

ARTICLE 36
ATTORNEYS' FEES AND COSTS

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

ARTICLE 37
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 38
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 39
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)
Atlas Air, Inc.
2000 Westchester Ave
Purchase, NY 10577
Attn: Adam Kokas

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 40

SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 41

FEDERAL RIGHT TO RECLAIM

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

ARTICLE 42

RADON GAS NOTIFICATION

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

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

ARTICLE 43

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 44

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 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 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 law for the duration of this Agreement term and following completion of this Agreement.
- D. Upon completion 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 45

MISCELLANEOUS

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

ARTICLE 46

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 47
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 4th day of MAY, 2017.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

[Signature]
Victor D. Crist, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: [Signature]
Robert P. Watkins, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered in the presence of:

[Signature]
Witness Signature
TERESA HOWELL
Print Name

LEGAL FORM APPROVED:
By: [Signature]
David Scott Knight
Assistant General Counsel

[Signature]
Witness Signature
VIOLETTA CUMMINS
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of MAY, 2017, by Robert I. Watkins in the capacity of Chairman, and by Victor D. Crist in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)



[Signature]
Signature of Notary
VIOLETTA CUMMINS

Type or print name of Notary

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

ATLAS AIR, INC.

Signed in the presence of:

Julia Crupi
Witness Signature
Julia Crupi
Print Name

Marita A. Schuck
Witness Signature
Marita A. Schuck
Print Name

By: [Signature]
Title: Executive Vice President

Adam R. Kokas
Print Name
2000 Westchester Avenue
Print Address
Purchase, NY 10577

ATLAS AIR, INC.

STATE OF New York

COUNTY OF Westchester

The foregoing instrument was acknowledge before me this 21st day of April, 2017,
by Adam R. Kokas in the capacity of Executive Vice President,
(Individual's Name) (Individual's Title)
at Atlas Air, Inc. a corporation
(Name of organization or company, if any) (Corporation/Partnership/Sole Proprietor/Other)
on its behalf. He (personally known to me / not personally known to me) and has produced
(He is/She is) the following document of identification Driver's license

(Stamp or seal of Notary)

[Signature]
Signature of Notary
Jacqueline O'Brien
Type or Print Name of Notary
March 2, 2019
Date of Commission Expiration (if not on stamp or seal)

JACQUELINE M. O'BRIEN
Notary Public, State of New York
Registration #01086320263
Qualified in Westchester County
Commission Expires March 2, 2019

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.

EXHIBIT A-1
CARGO BUILDING
SPACE RENTAL AGREEMENT



May 2017

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

 PREMISES - 5,120 SF

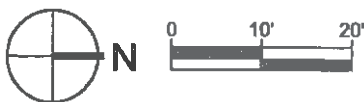


EXHIBIT A-2
CARGO BUILDING
SPACE RENTAL AGREEMENT



May 2017

EXHIBIT B

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
2012	Dec	\$129,669.18	\$741.17	\$146.85	\$594.32	\$1,014.00	\$4,174.19	\$129,522.33
	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

STANDARD PROCEDURE

Aviation Authority

Number: S250.06

Effective: 05/31/02

Revised: 12/11/14

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Subject: CONTRACTUAL INSURANCE
TERMS AND CONDITIONS

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

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

1. Cancellation Notice

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

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

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

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

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

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or

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replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

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

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

G. Deductibles / Self Insurance:

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

H. Company's Insurance Primary:

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

I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida

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or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

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

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

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

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

a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will

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remain fully liable for full compliance with the insurance requirements in the contract.

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

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

APPROVED: Joe Lopano

DATE: 12/11/14