

HILLSBOROUGH COUNTY AVIATION AUTHORITY

SECOND AMENDMENT AND RESTATEMENT OF
LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION

SHELTAIR AVIATION TAMPA, LLC

TAMPA INTERNATIONAL AIRPORT

Date of Execution: _____

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

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Exhibit 1-A, Sheet 1 of 2, ALTA/ACSM Land Title Survey prepared by W.C. Sherrill and Company, LLC,
dated March 10, 2016

Exhibit 1-B, Sheet 2 of 2, ALTA/ACSM Land Title Survey prepared by W.C. Sherrill and Company, LLC,
dated March 10, 2016

Exhibit 2, Authority's Improvements, October 2005

Exhibit 3, Company's Improvements, October 2005

Exhibit 4, Hangar No. 6 Improvements and Hangar No. 7 Improvements or Combined Hangar
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Exhibit 4A, JHS Premises

Exhibit 5, Standard Procedure S250.06, Contractual Insurance Terms and Conditions

Exhibit 6, Environmental Baseline Report for the Lease Premises (less the JHS Premises)

Exhibit 6-A, Environmental Baseline Report for the JHS Premises

Exhibit 7, Non-Signatory Rates and Charges

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SECOND AMENDMENT AND RESTATEMENT OF LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION
TAMPA INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT AND RESTATEMENT OF LEASE AND LICENSE AGREEMENT FOR COMMERCIAL FIXED BASE OPERATION is made and entered into this _____ day of _____, 201__ by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida, with its office and principal place of business at Tampa International Airport, in Hillsborough County, Florida, whose address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as the "Authority") and SHELTAIR AVIATION TAMPA, LLC, a limited liability company organized and existing under the laws of the State of Florida, having its principal place of business at 4860 NE 12th Avenue, Fort Lauderdale, Florida, 33334 (hereinafter referred to as "Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

W I T N E S S E T H

WHEREAS, on December 9, 2002, Authority and Tampa International Jet Center, LLC ("Predecessor Company") entered into a Lease and License Agreement for Commercial Fixed Base Operation at Tampa International Airport (hereinafter referred to as the "Airport") for the construction and operation of a fixed based operation (FBO) facility to include two hangars of not less than 24,000 square feet each, an office building of not less than 9,000 square feet, and a fuel farm for an estimated construction cost of \$6,000,000 (hereinafter referred to as the "Original Agreement"); and

WHEREAS, on July 10, 2003, the Original Agreement was amended to increase the size of the two proposed hangars to approximately 31,000 square feet each; to provide for Predecessor Company's construction of a third hangar consisting of not less than 31,000 square feet; to increase the size of the office building to approximately 11,000 square feet; to add an office building canopy of 12,000 square feet; and to adjust the not-to-exceed amount for debt financing from \$1,000,000 to \$2,000,000 representing approximately 22% of the estimated construction cost of \$9,000,000 (hereinafter referred to as "Amendment No. 1"); and

WHEREAS, on July 2, 2004, the Original Agreement was amended to provide for Predecessor Company's construction of a fourth hangar consisting of not less than 31,000 square feet and all customary support appurtenances; to increase the Leased Premises from 16.76 acres to 19.30 acres and the rent accordingly; to define allowable project costs; to state that debt financing for the project will not exceed the current debt-to-equity ratio of 22% in lieu of a stated dollar amount; and to provide reimbursement to Authority by Predecessor Company for non-standard extension of utility services within Predecessor Company's Leased Premises or for any other work completed by Authority at Predecessor Company's

request that was not a contractual obligation of Authority (hereinafter referred to as "Amendment No. 2"); and

WHEREAS, on June 2, 2005, the Original Agreement was amended to increase the maximum square footage of the paved aircraft parking and maneuvering apron constructed by Authority from 370,575 square feet to 401,075 square feet; to establish the final Leased Premises as 18.02 acres; to incorporate the final parcel description and description sketch as an exhibit; to adjust the ground rent accordingly; and to establish the commencement date of rent for Hangar 4 and associated apron space as the earlier of September 1, 2005 or the date of issuance of a certificate of occupancy for Hangar 4 (hereinafter referred to as "Amendment No. 3"); and

WHEREAS, on October 6, 2005, the Original Agreement was amended to reduce the Leased Premises from 18.02 acres to 16.919 acres to accommodate Authority's construction of a U.S. Customs and Border Protection facility; to adjust the ground rent accordingly; and to update the effected exhibits (hereinafter referred to as "Amendment No. 4"); and

WHEREAS, on March 2, 2006, the Original Agreement was amended to allow Predecessor Company the ability to subcontract certain general aviation maintenance services required by the Original Agreement and to provide that all sales and services attributable to any subcontractor be treated as gross receipts of Predecessor Company (hereinafter referred to as "Amendment No. 5"); and

WHEREAS, on June 5, 2008, the Original Agreement was amended to correct a scrivener's error in the exhibit number resulting from previous amendments; to replace the renumbered Exhibit 1-C to delete the Leased Premises boundary sketch and reflect only the Leased Premises boundary legal description; and to incorporate the amortization schedule of certified construction costs as Exhibit 4 to the Original Agreement (hereinafter referred to as "Amendment No. 6"); and

WHEREAS, on July 14, 2011, the Original Agreement was amended to memorialize an adjustment in the unimproved and improved ground rental rates for the Leased Premises commencing October 1, 2009 through September 29, 2014; to extend the term of the Original Agreement by five years; to remove the percentage and commission payment requirement and the improvements credit provisions of the Original Agreement; and to revise the annual reporting period from a contract year basis to a calendar year basis (hereinafter referred to as "Amendment No. 7"); and

WHEREAS, on July 2, 2015, the Original Agreement was amended to permit the expansion of the Leased Premises by Predecessor Company for construction of a fifth hangar and associated improvements at Predecessor Company's sole expense and to extend the term of the Original Agreement by five years with two additional five-year term renewal options (hereinafter referred to as "Amendment No. 8"); and

WHEREAS, on May 2, 2016, Authority consented to an assignment and assumption of the Original Agreement from Predecessor Company to Company; and

WHEREAS, the Parties determined it was appropriate to affect a voluntary termination of the Original Agreement, as amended, effective upon the Commencement Date as defined below; and to enter into an Amendment and Restatement of Lease and License Agreement for Commercial Fixed Base Operation (hereinafter referred to as the "First Restatement"), which fully and completely superseded and replaced the Original Agreement, as amended, and which First Restatement was evidenced by that certain Memorandum of Amendment and Restatement of Lease and License Agreement for Commercial Fixed Base Operation dated May 2, 2016 and recorded May 5, 2016 as Instrument #2016175334 in OR Book 24062, Pages 838-845 with the Clerk of the Court of Hillsborough County, Florida; and

WHEREAS, on October 4, 2018, the Company purchased the right, title and interest in that certain Land Lease for the Development of Non Commercial Hangar Facility as lessee by and between JHS Management, LLC ("Assignor Lessee") and the Authority, dated October 2, 2008 ("JHS Lease") for approximately 1.47+/- acres ("JHS Premises"), and the Company and the Authority simultaneously executed Amendment No. 1 to the JHS Lease ("Amended JHS Lease") and recorded that certain Memorandum of Amended Lease in the Public Records of Hillsborough County, Florida, on October 8, 2018, in Official Records Book 26123, at Pages 1762-1767; and

WHEREAS, the Parties wish to terminate the JHS Amended Lease and simultaneously add the JHS Premises, including the improvements thereon, and including, without limitation, the hangar ("JHS Hangar"), as part of the Premises of this Agreement as of the Commencement Date of this Agreement; and

WHEREAS, the Parties now desire to enter into this Second Amendment and Restatement of Lease and License Agreement for Commercial Fixed Base Operation (hereinafter referred to as the "Agreement"), which updates and modifies the First Restatement as set forth below to, inter alia, incorporate Company's ability to construct additional hangars and include the JHS Premises as a part hereof.

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

ARTICLE 1

RECITALS

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

ARTICLE 2
DEFINITIONS

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

Authority's Improvements - The improvements constructed by Authority adjacent to Company's Leased Premises in accordance with Section 3.02 of this Agreement.

Authority's Representative - The Chief Executive Officer or such other person that the Chief Executive Officer designates by written notice delivered to Company.

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

City – The City of Tampa, Florida.

Commencement Date – 12:01 AM, May 1, 2019.

Company's Improvements - The terminal building; Hangars 1, 2, 3, and 4 and the JHS Hangar; infrastructure, automobile parking area, landscaping, irrigation, sidewalks, lighting and other customary appurtenances in support of the Company's Improvements; fire protection system; fuel farm; and retention ponds which are collectively built and utilized by Company in support of its general aviation commercial retail sales and services and general activities of an FBO (collectively hereinafter referred to as "Company's Improvements"), in accordance with Section 3.03 of this Agreement.

Company's Hangar No. 5 Improvements – The Company has constructed a commercial and storage aircraft hangar of approximately 26,950 square feet, including not less than 4,900 square feet of office space; all associated site improvements (including, but not limited to, extended apron ramp area and aircraft parking areas contiguous to Hangar No. 4 and supporting Hangar No. 5; roadways, perimeter fencing and gate access to maintain security of the Aircraft Operations Area; adequate stormwater drainage and storage; infrastructure; landscaping and irrigation; sidewalks; lighting and other customary appurtenances in support of Hangar No. 5; fire protection system; and other improvements built and utilized by Company in support of its FBO activities) constructed in accordance with Authority's Tenant Work Permit process, which were constructed of equal or greater quality to the then existing Authority's Improvements and Company's Improvements (collectively hereinafter referred to as "Hangar No. 5 Improvements"), in accordance with Section 3.04 of this Agreement.

Hangar Improvements – Includes Hangar No. 5 Improvements and two additional hangars to be constructed known as Hangar No. 6 and Hangar No. 7. Hangars No. 6 and 7 will be built in phases in accordance with Section 3.01 of this Agreement. Hangar No. 6 and Hangar No. 7 will each be a commercial and storage aircraft hangar of approximately 26,950 square feet, including not less than 4,900 square feet of office space. In lieu of constructing separate Hangar No. 6 and Hangar No. 7 Improvements, the Company may choose, in the Company's sole discretion, to instead construct one larger hangar, which will consist of not less than 53,900 square feet for a commercial storage aircraft hangar, which 53,900 square feet will include leasable office space of not less than 9,800 square feet ("Combined Hangar"). Hangars No. 6 and 7, or the Combined Hangar, shall include all associated site improvements (including, but not limited to: (i) extended apron ramp area and aircraft parking areas contiguous to Hangar No. 5 and extending to support Hangars No. 6 and 7, or the Combined Hangar; (ii) modification of roadways, perimeter fencing and gate access to maintain security of the Aircraft Operations Area; (iii) provision of adequate stormwater drainage and storage; (iv) infrastructure; (v) landscaping and irrigation; (vi) sidewalks; (vii) lighting and other customary appurtenances in support of Hangars No. 6 and 7 or the Combined Hangar; (viii) fire protection system; and (ix) other improvements that are built and utilized by Company in support of its FBO activities) constructed in accordance with Authority's Tenant Work Permit process, of equal or greater quality to the existing Authority's Improvements and Company's Improvements (collectively hereinafter referred to as "Hangar Improvements" and separately as "Hangar No. 6 Improvements" and "Hangar No. 7 Improvements" or "Combined Hangar Improvements"), in accordance with Section 3.04 of this Agreement.

Company's Representative - Company's General Manager or other person that Company designates to Authority by written notice delivered to Authority. Authority reserves the right to approve any proposed replacement of Company's Representative.

County – Hillsborough County, Florida.

FBO – Fixed Base Operation or Fixed Base Operator, as the content indicates.

Fixed Personal Property - Personal property installed or attached to Hangar Improvements and/or Company's Improvements.

Fuel Flowage Fee - A use assessment fee to recover the costs of maintaining and operating the Airport that Authority collects for general aviation usage of the airfield in the then current amount per gallon on all aircraft fuel delivered each month to Company's Leased Premises under this Agreement.

Leased Premises - The land underlying Authority's Improvements, Company's Improvements (containing approximately 736,970 square feet (16.92 acres more or less)), and Hangar Improvements (as defined in this Agreement) located in the southeast corner of the Airport property and further defined in Article 3.01 below, including all improvements thereon.

Personal Property - The furnishings supplied by Company including furniture, equipment and supplies, not affixed to the Leased Premises.

Project Cost – The aggregate amount of all Company's costs associated with the completion of the FBO facilities; such as design, (including engineering, architectural, site plans, drawings), construction (including permitting), furnishings and equipment and including professional fees directly related to same. Costs not included are legal fees, financing costs, business startup costs and inventory.

State – The State of Florida.

ARTICLE 3 LEASED PREMISES

3.01 Leased Premises

- A. Authority hereby leases to Company, and Company hereby leases from Authority, real property consisting of approximately 736,970 square feet (16.92 acres, more or less), the location of which is depicted and legally described as Parcel 1 on Exhibits 1-A and 1-B, ALTA/ACSM Land Title Survey prepared by W.C. Sherrill and Company, LLC, dated March 10, 2016, a copy of which is attached hereto and by this reference made a part hereof. In addition, Company leases the Hangar No. 5 Improvements area, consisting of approximately 272,131 square feet (6.25 acres, more or less), the location of which is depicted and legally described as Parcel 2 on Exhibits 1-A and 1-B. In addition, Company leases the Hangar No. 6 Parcel containing approximately 4.41 acres, the Hangar No. 7 Parcel containing approximately 3.21 acres as shown on Exhibit 4 and the JHS Premises containing approximately 1.47 acres as shown on Exhibit 4A.
- B. Company has completed the Company's Hangar No. 5 Improvements in accordance with the requirements of this Agreement and provided to Authority a survey and legal description of the revised combined Leased Premises, including the Hangar No. 5 Improvements, which replaces the previous Exhibits 1-A and 1-B, establishing the as-built square footages and layout of Company's Improvements and Company's Hangar No. 5 Improvements. Revised Exhibits 1-A and 1-B are deemed incorporated into this Agreement without the need for amendment of this Agreement.
- C. If Company does not complete Hangar No. 6 Improvements or, alternatively, does not complete Combined Hangar Improvements, as evidenced by Authority's receipt of a Certificate of Occupancy and in accordance with the requirements of this Agreement by March 31, 2021, this Agreement shall thereafter terminate with regard only to the Hangars No. 6 and 7 Improvements area depicted as Hangar No. 6 Parcel and Hangar No. 7 Parcel

on Exhibit 4. Further, in such event the Company will not be offered term renewal option three set out in Section 5.03 below. In all other respects, Agreement shall otherwise remain in full force and effect as to the Leased Premises.

- D. Upon completion of the Hangar No. 6 Improvements or, alternatively, upon completion of the Combined Hangar Improvements, Company will obtain and provide to Authority, at Company's sole expense, a survey and legal description of the revised combined Leased Premises, including the Hangar No. 6 Improvements or, alternatively, Combined Hangar Improvements, which will replace the then current Exhibits 1-A and 1-B, establishing the as-built square footages and layout of Company's Improvements and Hangar No. 6 Improvements or, alternatively, Combined Hangar Improvements. Once approved by the Authority, the Exhibits 1-A and 1-B will be deemed incorporated into this Agreement without the need for amendment of this Agreement. If Company elects to construct the Combined Hangar Improvements in lieu of Hangar No. 6 Improvements, Company will receive term renewal option three set out in Section 5.03 below and further Sections 3.01 E and F below will be null and void and not applicable.
- E. If Company does not complete Hangar No. 7 Improvements as evidenced by receipt of a Certificate of Occupancy and in accordance with the requirements of this Agreement within thirty-six (36) months of the completion of Hangar No. 6 Improvements, this Agreement shall thereafter terminate with regard only to the Hangar No. 7 Improvements area depicted as Hangar No. 7 Parcel on Exhibit 4. Further, Company will not be offered term renewal option three set out in Section 5.03 below. In all other respects, however, this Agreement shall otherwise remain in full force and effect as to the Leased Premises and the failure by the Company to complete Hangar No. 7 Improvements shall not constitute a default under this Agreement.
- F. Upon completion of Hangar No. 7 Improvements, Company will obtain and provide to Authority, at Company's sole expense, a survey and legal description of the revised combined Leased Premises, including the Hangar No. 7 Improvements, which will replace the then current Exhibits 1-A and 1-B, establishing the as-built square footages and layout of Company's Improvements and Hangar No. 7 Improvements. Once approved by the Authority, said the Revised Exhibits 1-A and 1-B will be deemed incorporated into this Agreement without the need for amendment of this Agreement.

3.02 Authority's Improvements

Authority's Improvements upon the Leased Premises include:

- A. A paved parking apron, with access to Hangars 1, 2, 3 and 4, of not less than 50,000 square feet and not more than 401,075 square feet, and sized to accommodate the parking, tie-down, and maneuvering of 25 aircraft, appropriately drained, marked, lighted and with adequate taxiway connection to the airfield. Pavement strength will match adjacent aircraft movement area pavements. The paved parking apron is further depicted in Exhibit 2, Authority's Improvements, October 2005, a copy of which is attached hereto and by this reference made a part hereof.
- B. A paved, off-street parking lot (vehicular parking area) to support Hangars 1, 2, 3, and 4, appropriately drained, marked and lighted with adequate connection to streets, in accordance with appropriate City codes and Authority standards. The vehicular parking area is further depicted in Exhibit 2.
- C. Water, sanitary, sewer and electrical utility service to the boundary of Company's Leased Premises and to those areas of the Airport not under lease to Company, including but not limited to, runway lights, runway navigational lights, rotating beacon, windsock and taxiway lights.

Company accepts Authority's Improvements, as listed above and further depicted in Exhibit 2, in "AS IS" condition.

3.03 Company's Improvements

The Predecessor Company designed and constructed at Predecessor Company's sole expense the following improvements on the Leased Premises as further depicted on Exhibit 3, Company's Improvements, October 2005, a copy of which is attached hereto and by this reference made a part hereof. In no event will Authority be required to reimburse Company for any sums expended by the Predecessor Company and/or Company for Company's Improvements as defined in this Agreement. Company's Improvements upon the Leased Premises include:

- A. Four hangars of not less than 31,000 square feet each: Hangar No. 1, Hangar No. 2 and Hangar No. 4 as depicted on Exhibit 3 are for the storage of aircraft; Hangar 3 as depicted on Exhibit 3 is for the maintenance of aircraft and is adequate to house any aircraft upon which maintenance is being performed, including office and supporting parts and shop space.
- B. Vehicle parking area, landscaping, irrigation, sidewalks, lighting and all customary appurtenances to meet all applicable local codes.

- C. A fuel farm with the minimum storage capabilities of 10,000 gallons aviation gasoline and three (3) tanks holding 20,000 gallons jet fuel each.
- D. Office building (either separate or adjoining) of not less than 11,000 square feet adequate to house an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, conference room to meet reasonable demand, and a canopy of not less than 12,000 square feet, attached to the office building and extending over the apron.
- E. Company will submit to Authority, in advance of any work performed, all plans, specifications, shop drawings or suitable sketches on Company's planned Improvements for Authority's approval.

3.04 Company's Hangar Improvements

Company has completed Company's Hangar No. 5 Improvements and Company has agreed to design and construct, at Company's sole expense, Hangar No. 6 Improvements and Hangar No. 7 Improvements or, alternatively, in the Company's sole discretion, the Combined Hangar Improvements, and associated work on the Leased Premises. Said Hangar Improvements are to be constructed in accordance with Authority's Restatement & Amendment to the Declaration of Development Standards for Tampa International Airport adopted August 3, 1995, as amended on May 2, 2002, and an approved Authority Tenant Work Permit. Company will obtain all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all governing entities, including the State, County, City and Authority. In no event will Authority be required to reimburse Company for any sums expended by Company for Hanger Improvements as defined in this Agreement.

- A. Each hangar (Hangar No. 5, and the to be constructed Hangars No. 6 and 7) will consist of approximately 26,950 square feet for commercial FBO services and/or for the storage of aircraft, including leasable office space of not less than 4,900 square feet. Alternatively, if Company elects in the Company's sole discretion to construct the Combined Hangar instead of Hangars No. 6 and 7, the Combined Hangar will consist of not less than 53,900 square feet for a commercial storage aircraft hangar, including leasable office space of not less than 9,800 square feet.
- B. Paved aircraft parking apron, with access to Hangars No. 4 and No. 5, sized to accommodate the parking, tie-down, and maneuvering of aircraft to be housed or repaired within the hangar, appropriately drained, marked, lighted and with adequate taxiway

connection to the airfield. Pavement strength will match adjacent aircraft movement area pavements.

- C. Paved, off-street automobile parking lot (vehicular parking area), to support each hangar within the Hangar Improvements, appropriately drained, marked and lighted with adequate connection to streets, in accordance with appropriate City codes and Authority standards.
- D. Provision of water, sanitary sewer and electrical utility service for Hangar Improvements.
- E. Construction and installation of landscaping, irrigation, sidewalks, lighting and other site work as may be required.
- F. Modification of Airport roadways, perimeter fencing and gate access as needed to accommodate the Hangar Improvements and to maintain security of the Aircraft Operations Area.

3.05 Company's Furnishings, Furniture and Fixtures

Company will, without cost to Authority, furnish all furniture, fixtures, draperies and equipment necessary to conduct its FBO in a first class manner. Said furnishings will include the pilot lounge, quiet room, business center and public and employee break areas. All such furnishings, furniture and fixtures will be of high quality, safe, fire resistant and attractive in appearance and will require written approval of Authority prior to installation, which written approval will not be unreasonably withheld. Company will have the right to grant security interest, liens or encumbrances against the said furnishings, furniture and fixtures as part of its overall financing or as related to purchase of same only.

3.06 Subleasable Spaces

With the exception of the common use areas and those areas designated for Company's exclusive use, all offices, storage rooms, hangars, and tie-down spaces on the Leased Premises may be subleased by Company for commercial aeronautical and non-commercial aeronautical operations and directly associated activities or for the storage of aircraft under the terms and conditions as hereinafter set forth in this Agreement.

3.07 Triple Net Basis

Authority and Company agree that the Leased Premises are leased on a triple net basis and that Company is solely responsible for all obligations normally imposed on the owner of real estate with respect to the Leased Premises, including but not limited to, utilities, janitorial services, property

taxes, insurance, all building and structural maintenance and repairs, and any other expenses that arise from the use, operation and management of the FBO.

ARTICLE 4
PRIVILEGES, USES, EXCLUSIONS AND SERVICES

Company will enjoy the following non-exclusive rights on the Airport subject to the conditions provided in this Agreement.

4.01 Privileges and Uses

- A. The use, in common with other duly authorized users, of the common areas (as the same now exist or may hereafter be extended) of the Airport, including a nonexclusive use of Airport roadways, runways, taxiways, all aids to air navigation for the Airport, and all public areas of the Airport.
- B. The exclusive use of the aircraft apron areas contained within the Leased Premises.
- C. The right to install and operate a Fuel Farm.
- D. The right to use of the Leased Premises for the conduct of a general aviation FBO.
- E. The loading and unloading of aircraft engaged in any lawful aviation activities.
- F. The maintenance, storing, and servicing of aircraft, including overhauling, repairing, rebuilding, inspection and licensing of the same, and the purchasing and sales of parts, equipment, and accessories thereof.
- G. The right to maintain a business of buying and selling new or used aircraft, parts, and accessories therefor, and aviation equipment and merchandise that fall under the description of either retail, wholesale or dealership.
- H. The sale and into-plane delivery of aircraft fuels, lubricants and propellants at the Leased Premises and at the Airport at such locations as may from time to time be designated by Authority. The sale of said fuels, lubricants and propellants at those locations designated by Authority will include the right to use vehicles necessary for the servicing of aircraft; provided, however, that Company understands and agrees that fueling vehicles are specifically prohibited from operating on the airline passenger terminal complex apron, except in emergency situations for which Authority gives authorization for such use.
- I. The sale of aviation products and merchandise incidental to general aviation activities.

- J. The provision of flight instruction; provided, however, that such instruction will be specifically limited to: (1) the instruction of purchasers of aircraft from Company and (2) the proficiency or transitional training for pilots who are already licensed (excluding student pilot's license) and rated.
- K. The rental of aircraft.
- L. The operation of air taxi and charter services for the transportation of passengers, cargo and mail, including handling on the Leased Premises of air taxi and charter services of others.
- M. The operation and sale of aerial survey, photography, and mapping services.
- N. The operation of specialized aircraft repair service such as paint shop, radio, propellers, instruments and accessories.
- O. The operation and maintenance of facilities and improvements upon the Leased Premises, for the purpose of carrying out any of the activities provided for herein; subject, however, to the conditions of this Agreement as hereinafter described.
- P. The right to provide food and beverage vending machines in the public and employee break areas of the FBO. In addition, Company may establish food and beverage concessions normally found in a first-class FBO solely for the convenience, necessity, and use of the general aviation customers, subject to Authority approval; provided, however, that if Company elects to provide food and beverage services through means other than Company's own personnel and arranges for such services through a concessionaire, the agreement with any such concessionaire must first be approved in writing by Authority, which approval will not be unreasonably withheld.

4.02 Restrictions

No other business activity is authorized herein unless so stated above or approved in writing, in advance, by Authority's Chief Executive Officer or designee.

4.03 Minimum General Aviation Commercial Services to be Provided by Company

The following minimum services will be provided by Company with its own employees. Company will not use a subcontractor to perform any services in this Subsection.

- A. Tie-down and hangar storage for general aviation aircraft. At a minimum, tie-down services for 25 aircraft and hangar storage (T-Hangars are not permitted) for aircraft will be provided.

- B. Sale and “into-plane” dispensing of aviation gasoline, jet fuel, oils and lubricants of kinds customarily sold of sufficient ratings, grades, quality and quantity to adequately meet the demand thereof to general aviation users.
- C. Adequate ramp service for general aviation aircraft users, with a qualified attendant available on the ramp twenty-four (24) hours a day, seven (7) days a week.
- D. Aircraft arrival guidance, aircraft parking and tie-down service.
- E. The operation of an adequate fuel farm for the storage, handling, and delivery of aviation fuel products.
- F. Courtesy vehicle to provide passenger transportation service between the FBO and reasonable nearby destinations.

4.04 Minimum General Aviation Commercial Services to be Provided by Company Directly or by Subcontract

The following minimum services will be provided by Company with its own employees or through a subcontract. Any such subcontract for the provision of services under this Subsection must first be approved in writing by Authority.

- A. Maintenance of adequate inventory of the necessary aircraft parts and accessories to maintain, repair, and service general aviation aircraft.
- B. Maintenance services to aircraft and accessories with a qualified airframe and power plant mechanic on duty eight (8) hours a day, five (5) days a week.
- C. Provide or make arrangements for emergency service to disabled general aviation aircraft on the Airport, including towing or transporting disabled aircraft to an Airport site at the request of the owner or operator of the aircraft or Authority.

4.05 Company’s Additional Services

Additional services which may be provided by Company are as follows:

- A. Aircraft Charter
 - 1) Charter service utilizing aircraft, fixed wing and helicopters, currently fully approved and operating under Part 135.

- 2) Management services, utilizing professional, flight safety trained crews for a jet powered aircraft.
- B. Aircraft Parts Sales
- C. Aircraft Sales
- 1) Consulting services to assist customers desiring to purchase an aircraft.
 - 2) Brokerage services on pre-owned turboprop airplanes, pure jet airplane and helicopters.
 - 3) Purchasing assistance through Company's affiliations with lending institutions and leasing organizations that will facilitate the extension of aircraft sales.
- D. Flight Crew Office Rental
- E. Helicopter Maintenance

ARTICLE 5

TERM

5.01 Effective Date

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

5.02 Term

Subject to the provisions of Section 5.04 of this Article, the term of this Agreement will commence on the Commencement Date and terminate at midnight on September 29, 2034.

5.03 Term Renewal Options

Subject to the provisions of Section 5.04 of this Article, 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 three (3) five-year periods upon written notice by Company at least 180 days prior to Agreement's expiration and written acceptance by Authority's Chief Executive Officer. Such renewal will be effective by letter without formal amendment to this Agreement. If such renewal options are exercised by Company and approved by Authority as set forth herein, this Agreement will have a final termination date of September 29, 2049. Company and Authority explicitly understand and agree that in no event will additional term renewal options be offered to Company, its successors, or assigns.

5.04 Term Conditional Upon Hangar Improvements

If Company does not complete Hangar No. 7 Improvements or, alternatively, does not complete the Combined Hangar Improvements, in accordance with the requirements of this Agreement as set forth in Section 3.01, Company will not be offered the third renewal option set out in Section 5.03 of this Article and the failure by the Company to complete Hangar No. 7 Improvements and/or the Combined Hangar Improvements shall not otherwise constitute a default under this Agreement.

ARTICLE 6
PAYMENTS

6.01 Rents

Company will pay all rent in advance and without demand, on or before the first day of each month (hereinafter collectively referred to as the "Rents"). Rents are comprised of the following:

- A. For the period commencing May 2, 2016: Company will pay Rents, plus applicable taxes, as follows:

Ground Rent (706,470 sq. ft. @ \$0.69)	\$487,464.30
Improved Apron Rent (30,500 sq. ft. @ \$0.84)	<u>\$25,620.00</u>
Total Annual Rents	<u>\$513,084.30</u>
Total Monthly Rents	<u>\$42,757.03</u>

- B. For the period commencing December 21, 2017, Company will pay Rents, plus applicable taxes, as follows:

Ground Rent (978,601 sq. ft., including apron constructed as a portion of Hangar No. 5 Improvements @ \$0.69)	\$675,234.69
Improved Apron Rent (30,500 sq. ft. @ \$0.84)	<u>\$25,620.00</u>
Total Annual Rents	<u>\$700,854.69</u>
Total Monthly Rents	<u>\$58,404.56</u>

- C. For the period commencing October 4, 2018, Company will pay Rents, plus applicable taxes as follows:

Ground Rent (1,042,625 sq. ft., including apron constructed as a portion of Hangar No. 5 Improvements @ \$0.69)	\$719,411.25
Site Infrastructure Costs (64,024 SF @ \$0.29)	\$18,566.96
Improved Apron Rent (30,500 sq. ft. @ \$0.84)	<u>\$25,620.00</u>
Total Annual Rents	<u>\$763,598.21</u>
Total Monthly Rents	<u>\$63,633.18</u>

Company's prorata share of the site infrastructure improvements cost ("Site Infrastructure Costs") will be fully amortized as of September 30, 2029.

For the period commencing upon the earlier of: (i) occupancy of Company's Hangar Nos. 6 and/or 7 Improvements as applicable; or (ii) issuance of the Certificate of Occupancy as to Hangar Nos. 6 and/or 7 Improvements as applicable, Company will pay Rents, plus applicable taxes, at the then current Ground rental rate for the applicable Leased Premises.

The quantities and rental payment amounts in this Subsection B will be calculated based upon as-built survey data obtained by Company and submitted to Authority. Said calculations and a statement of rental amounts will be provided by written notice from Authority's Chief Executive Officer or designee to Company without the necessity of amendment of this Agreement.

D. Adjustment

For the five-year period commencing September 30, 2019 and every subsequent fifth year of the term of this Agreement, the Rents will be adjusted to equal the then fair market rental value (FMRV) for comparable commercial aeronautical use of Airport land in the vicinity of Company's Leased Premises, provided, however, that in no event will the annual Rents for the succeeding five years of the term be reduced below the annual Rents paid during the preceding five years. The adjusted Rents will remain in effect for the next succeeding five (5) year period.

The FMRV for each five-year period will be determined as follows: Authority will deliver to Company, at least one hundred twenty (120) days prior to the next adjustment date, Authority's appraisal of the FMRV as determined by an appraiser selected by Authority in accordance with the standards set forth in this Article ("Authority's Appraisal"). If Company so elects, the FMRV rates set forth in Authority's Appraisal will establish the Rents for the next five-year period, and Company will notify Authority of such election in writing. If, however, Company does not so elect, then within thirty (30) days after Company's receipt

of Authority's Appraisal, Company will select an appraiser in accordance with the standards set forth in this Article to prepare Company's FMRV appraisal ("Company's Appraisal"). Each Party's respective appraiser will be a Member of the Appraisal Institute (MAI), will have experience in appraising airport fixed base operations properties within the previous three years, and will prepare the appraisals in accordance with USPAP standards.

Within forty-five (45) days of Company's selection of its appraiser, Company's appraiser and Authority's appraiser will nominate a third independent appraiser with the qualifications recited above ("Independent Appraiser") and will submit the name of the selected Independent Appraiser in writing to Company and to Authority.

Authority's Appraisal and Company's Appraisal will be submitted by the respective Parties to the Independent Appraiser.

Within thirty (30) days of receipt of Company's Appraisal and Authority's Appraisal, the Independent Appraiser will provide Company and Authority with his or her written estimate of the annual FMRV of the Leased Premises for the pertinent years.

Each of the Parties will pay all of the costs and expenses associated with retaining its own respective Appraiser. Company and Authority will each bear one-half (1/2) of the fees and costs of any Independent Appraiser.

E. Hangar and Tie-Down Space Rental Rates

Company agrees that hangar and tie-down space will be subleased based on fair market rental value rates to ensure that the facilities produce maximum reasonable revenues to Company and Authority. All tenants will pay market rent.

F. Company's Use of Tie-Down Space

To the extent Company's own aircraft are stored at a tie-down space, said storage will be on a space available basis, and Company will pay revenues to Authority for aircraft storage at the same rates and charges as any tenant of the tie-down space.

6.02 Company's Fees Paid to Authority

In addition to the Rents listed above, Company agrees to pay the following fees:

A. Fuel Flowage Fee

Company will pay the then current Fuel Flowage Fee to Authority on all aircraft fuel delivered each month to Company's Leased Premises under this Agreement. Fuel Flowage Fees will be remitted on the tenth (10th) day of the month after the month in which the aircraft fuels are received by Company, and Company will provide to Authority, along with its payment, a report of all deliveries of aviation fuel and oil for the preceding month.

The Fuel Flowage Fee may be adjusted by Authority from time to time uniformly across the Airport, but not more frequently than every third (3rd) year after the commencement date of this Agreement. Any such adjustment will be at the sole discretion of Authority and will be set out in writing to Company with the effective date thereof.

B. Landing Fees

Company will act as collection agent for Authority with regard to landing fees applicable to any "Commercial Operation" as defined in the Rules and Regulations of Authority. In such instances, commercial users of the Airport will be allowed a fuel flowage fee credit of \$0.05 per gallon for all fuel purchased against a landing fee assessed such users by Authority, up to the amount of the landing fee. In providing such services, Company will be entitled to receive as a collection fee five percent (5%) of all landing fees collected. All landing fees are to be remitted on the tenth (10th) day of the month after the month in which the landing fees are received by Company along with Company's payments of Fuel Flowage Fees, and Company will be entitled to deduct its collection fee of five percent (5%) from said landing fee remittance.

The landing fees may be adjusted by Authority periodically uniformly across the Airport, usually on an annual basis. Any such adjustment will be at the sole discretion of Authority and will be set out in writing to Company with the effective date thereof, without formal amendment of this Agreement.

C. Per Use Fees

Company will pay fees and charges, if applicable, within 15 days from the date of the invoice for the use of Authority-owned common use facilities and hardstand aircraft parking on a per use basis located outside of the Leased Premises. The fees and charges payable by Company for the use of the airfield and other common use facilities are subject to adjustment at least annually without formal amendment of this Agreement and are further described in Exhibit 7, Non-Signatory Rates and Charges, attached hereto and by this reference made a

part hereof. Authorization for the use of such facilities will be scheduled in advance and documented on forms provided by Authority.

6.03 Interest on Delinquent Payments

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

6.04 Rents 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.

6.05 Place of Payments

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

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

or

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

or

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

6.06 Annual Certified Statement

No later than April 30th of each calendar year of this Agreement, Company will have prepared and furnished to Authority a certified statement or statements and accounting by an independent certified public accountant that will reflect all Fuel Flowage Fees, landing fees, concession fees, and any and all other revenues that Company is required to remit to Authority under the terms of this Agreement that were received by Company from the operation of its business at the Airport during the previous twelve (12) calendar months of January 1st through December 31st. If the certified statement reveals that sums paid by Company during said period exceed the amounts owed by Company, Authority will issue a credit memo indicating that said overpayment will be credited to the fees next thereafter due from Company. If Company has underpaid the amount due, Authority will invoice Company for said sums. Said invoice will be due and payable within 15 days after the date of such invoice.

6.07 Books and Records

Books and records include the general ledger, revenue journals, leases, subleases, line tickets, fuel tank logs, customer invoices, vendor invoices, sales tax returns and other documents produced evidencing the financial transactions occurring at the Leased Premises. In the event Company utilizes computerized accounting software to record its financial transactions, at Authority's auditors' request, Company will provide the general ledger and other financial information in electronic format. Books and records will be retained by Company and will be available for audit for at least three years after the end of each year of this Agreement.

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

Upon advanced written notice at any time or times during the term of the Agreement or within three years after the end of the Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's books and records for the purpose of verifying the Rents, fees, or other charges due hereunder or over selected operations performed by Company under this Agreement for the purpose of determining compliance with the Agreement.

Access will be granted to all of Company's records directly pertinent to this Agreement. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority's auditors to conduct the engagement as set forth in this Article. Or, Company, in Company's sole discretion, may transport Authority's team to Company's headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority's team. Authority has the

right during the engagement to interview Company's employees, sub-consultants, and subcontractors, make photocopies, and inspect any and all records at reasonable times.

Company agrees to deliver or provide access to all records requested by Authority's auditors within 14 calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within 7 calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Company may be charged liquidated damages of \$100.00, in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of fee will continue until specific performance is accomplished. If, as a result of any engagement, it is determined that Company owes additional Rents, fees or other charges to Authority, Company will pay such amounts and Authority may assess interest up to 12% on the amount due from the date the amount was initially due. If it is determined that Company has underreported Rents, fees, or other charges by three percent (3%) or more for the period under review, Company will also pay for the entire cost of the engagement.

6.09 Guaranty Agreement

As an inducement for the Authority to enter into this Agreement, Company has offered and the Authority has accepted a Guaranty Agreement from Sheltair Aviation Services, LLLP for any and all obligations and indebtedness of Company. A copy of such Guaranty Agreement is attached hereto as Exhibit 8 and by this reference is made a part hereof.

ARTICLE 7
OBLIGATIONS OF COMPANY

7.01 Company agrees to keep the Leased Premises mowed and groomed and will not allow the accumulation of debris, parts, or other materials on the Leased Premises.

7.02 The use and occupancy of the Leased Premises by Company will be without cost or expense to Authority except as provided herein.

7.03 Company's Improvements

A. Company is responsible for the complete design, construction and maintenance costs of all vehicle parking areas, infrastructure, landscaping, irrigation, sidewalks, lighting and other customary appurtenances for Hangar 4.

- B. Company is responsible for the maintenance costs of the apron constructed by Authority for Hangar 4.

7.04 Company's Hangar Improvements

Company is responsible for the complete design, construction and maintenance costs of all aircraft apron ramp area, vehicle parking areas, infrastructure, landscaping, irrigation, sidewalks, lighting and other customary appurtenances for Hangar Improvements.

7.05 Business Operations

- A. Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its FBO operations.
- B. Company will use the Leased Premises only for the purposes herein described in Article 4, unless it receives the prior written consent of Authority to use the Leased Premises for other purposes.
- C. 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 Leased Premises or elsewhere on the Airport.
- D. Company agrees that it will, at all times, furnish courteous, prompt and efficient aviation commercial services adequate to meet the reasonable demands for such services at the Airport and to furnish said services on a fair, equal and non-discriminatory basis to all users thereof, and to charge fair, reasonable, and non-discriminatory rent and prices for each unit of sale or service. Company has made specific commitments in this Agreement as to levels and quality of service. To ensure these commitments are being diligently pursued, Authority will evaluate the performance of Company periodically. If Authority determines that Company is not fulfilling the commitments pursuant to this Agreement, then Authority will notify Company in writing by certified mail of said service or quality deficiencies, and Company will have 30 days from receipt of such notice to correct said deficiencies.

7.06 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.

7.07 Equipment and Vehicle Parking

Company will ensure that all vehicles and equipment owned or operated by Company, its vendors or contractors will be parked or stored in areas designated for tenants who occupy the Leased Premises or allowed to interfere in any way with any other operations adjacent to the Leased Premises. The parking of any vehicles or equipment outside those areas designated for Company's use is strictly prohibited.

7.08 Sound Level

Company will take all reasonable measures to reduce to a minimum vibration that may cause damage to any equipment, structure, building or portion of any building whether on the Leased Premises or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible. Company agrees to use Authority's constructed engine run up enclosure at the Airport in accordance with Authority's noise mitigation program.

7.10 Garbage, Debris, and Waste

Company will provide or caused to be provided all necessary dumpsters or other types of storage receptacles or devices as may be necessary. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Leased Premises will not be permitted. Company will cause to be removed (at its own expense) from Leased Premises all waste, garbage and rubbish. Further, Company agrees not to deposit said waste on any part of the Airport, except in connection with collection or removal. Said waste will be placed in a location and container approved by Authority.

7.11 Nuisance

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

7.12 Excessive Load

Company hereby agrees that it will use all paved areas as constructed, according to the specifications and planned use for such areas, and Company will prohibit its employees, agents or sublessees from exceeding the planned use or from placing excessive loads on paved areas on the Leased Premises. Company will be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading.

7.13 Flammable Liquids

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

7.14 Frequency Protection

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 for the vicinity of the FAA Remote Receiver facility, transmitter facility or aids to air navigation.

7.15 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 Leased 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 Leased Premises or leasehold estate created herein. Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within 30 days after Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

7.16 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 or construction of any improvements or installation of equipment and furnishings on the Leased Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority as requested by Authority.

7.17 Vapor or Smoke

Company will neither create nor permit to be caused or created upon the Leased Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Agreement.

7.18 Security Badging

Any Company employee, or any employee of its contractors or agents, that require unescorted access to the Air Operations Area (AOA) 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 annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the STA are completed by the TSA indicating that the individual has passed. If the individual does not pass the STA, the individual's badge application will be rejected. The cost of 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.

7.19 Keying Scheme

Company will provide to Authority all keys and a key scheme upon Company vacating the Leased Premises. Keys and keying scheme will include all doors of any type including elevators, dumbwaiters, roll-up, electrical, security, office, etc.

ARTICLE 8
MAINTENANCE AND REPAIR

8.01 Authority's Responsibilities

Authority will be obligated to maintain only the following areas:

- A. Storm drainage located off the Leased Premises, including the drains located in the storm water ponds on the Leased Premises; however, Authority is not responsible for the drainage system for the buildings and vehicle parking areas and storm drainage constructed for Hangars No. 5, and Hangars No. 6 and 7, or, alternatively, the Combined Hangar as applicable.
- B. Sewer lift stations and waste piping located off the Leased Premises and specifically from the lift station to the main and from the lift station to the perimeter of the Leased Premises.
- C. Landscaping and irrigation systems not located on the Leased Premises.

8.02 Company's Responsibilities

Company is obligated to maintain the Leased Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practice, whether installed by Authority or Company, without cost to Authority. Company will repair all damages to the Leased Premises caused by its employees, patrons or its operations thereon. All paint colors will be submitted to and approved in writing by Authority prior to application. Company is required to provide, at a minimum, the following maintenance and repair:

A. Landscaping

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

B. Electrical Service

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

C. Aircraft Apron

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

D. Vehicle Parking Areas

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

E. Petroleum Storage Systems

Company will pay for all petroleum storage system costs of construction, maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, State, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. The petroleum storage system will meet all federal, State, or local requirements, including but not limited to, the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapters 62-761 and 62-762, Florida Administrative Code (FAC), the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations 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. Upon termination or expiration of this Agreement as provided herein, at the request of Authority, Company will remove any and all petroleum storage systems and oil-water separators and restore the Leased Premises to the same condition as prior to installation or as approved by Authority.

F. Required Scheduled Maintenance

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

1) Roof

Company will provide an annual roof inspection, on or before each anniversary date of the Commencement Date, by a qualified roof inspector/contractor to determine required maintenance action. Roofs will be cleaned biannually, and drains and skippers will be cleaned as needed.

2) Building Exterior

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

3) Hangar Doors

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

4) Equipment Inspection

All HVAC equipment will be inspected monthly, replacing air filters as required. HVAC quarterly, semi-annual and annual maintenance will be performed in accordance with the manufacturer's recommendation. A qualified service vendor will inspect HVAC systems at least annually, on or before each anniversary date of the Commencement Date. Company will submit a condition report to Authority at the completion of each annual inspection. Recommended work will be performed as soon as practical after receipt of the report.

G. End of Term Condition

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

- 1) The roof will be free of any leaks.
- 2) The HVAC system will heat and cool properly.
- 3) All hangar doors will open and close properly.
- 4) The exterior paint will be free of unsightly conditions.
- 5) The interior of Company's Improvements and Hangar Improvements will be painted within one year prior to the termination of this Agreement.

8.03 Copies of Reports and Warranties

Records of all inspections and performed maintenance and copies of all warranty information will be forwarded to Authority within seven calendar days of written request by Authority. Copies will be forwarded as outlined in the Notices and Communications Article of this Agreement.

8.04 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship. Authority will be the sole judge of the quality of maintenance. Authority or its authorized agents may at any reasonable time, without notice, enter upon the Leased Premises to determine if maintenance satisfactory to Authority is being done. If it is determined that maintenance is not satisfactory, Authority will so notify Company in writing with adequate detail and description of any objections and provide a time frame for Company to rectify same.

8.05 Reimbursement of Authority Made Repairs

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

ARTICLE 9

IMPROVEMENTS AND ALTERATIONS BY COMPANY

9.01 Written Approval

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Leased Premises. Company will make no improvements or alterations whatsoever to the common use areas. Company will make no improvements or alterations whatsoever to the Leased 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.

9.02 Conditions

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

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

9.03 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 10
TITLE TO IMPROVEMENTS

10.01 Authority's Improvements

Title to all Authority Improvements will remain with Authority.

10.02 Company's Personal Property

Title to all of Company's Personal Property, as defined in Article 1, on the Leased Premises will at all times during the term of the Agreement remain in the name of Company and will be removed upon conclusion of the term and any approved renewal terms.

10.03 Company's Fixed Personal Property

Title to Fixed Personal Property, as defined in Article 1, on the Leased Premises will be in the name of Authority unless otherwise specified in this Agreement, and at the sole option of Authority, Authority may require Company to remove its Fixed Personal Property and restore the Leased Premises to its original condition. Company will have 180 days to remove said Fixed Personal Property and, during such time, all other terms and conditions of the Agreement will remain intact.

10.04 Company's Improvements

On September 30, 2029, title to Company's Improvements will vest in Authority. At such time, a FMRV appraisal of Company's Improvements (excluding the land value of the Premises) will be performed by a duly qualified and licensed appraiser, selected, appointed and paid by Authority in accordance with the process outlined in Article 6.01 C above. Such appraised FMRV will establish the rental obligation, on a triple net basis, for Company's Improvements. The resulting rental payment obligation for Company's Improvements will be added to the existing Ground Rent and Improved Apron Rent for the remaining term and any approved renewal terms or this Agreement. Such calculations and a statement of rental amounts will be provided by written notice from Authority's Representative or designee to Company without the necessity of amendment of this Agreement.

10.05 Company's Hangar Improvements

On September 30, 2034, title to Company's Hangar No. 5 Improvements will vest in Authority. At such time, a FMRV appraisal of Company's Hangar No. 5 Improvements (excluding the land value of the Premises) will be performed by a duly qualified and licensed appraiser, selected, appointed and paid by Authority in accordance with the process outlined in Article 6.01 C above. Such appraised FMRV will establish the rental obligation, on a triple net basis, for Company's Hangar No. 5 Improvements. The rental amount for Hangar No. 5 Improvements will be added to the existing Rents for the remaining term and any approved renewal terms of this Agreement. Such calculations and a statement of rental amounts will be provided by written notice from Authority's Representative or designee to Company without the necessity of amendment of this Agreement.

If the Hangar No. 6 Improvements are completed and the cost of the Hangar No. 6 Improvements is less than \$6 million (or as applicable if the Combined Hangar Improvements are completed instead and the cost is less than \$12 million) then, on September 30, 2039, title to Hangar No. 6 Improvements (or, alternatively, the Combined Hangar Improvements), will vest in Authority. If the cost of the Hangar No. 6 Improvements is \$6 million or greater (or in the case of the Combined Hangar Improvements more than \$12 million) then, 25 years after the certificate of occupancy for

the Hangar No. 6 Improvements (or, alternatively, the Combined Hangar Improvements), title to those improvements will vest in Authority. At that time, a FMRV appraisal of Hangar No. 6 Improvements (or, alternatively, the Combined Hangar Improvements) (excluding the land value of the Premises) will be performed by a duly qualified and licensed appraiser, selected, appointed and paid by Authority in accordance with the process outlined in Article 6.01C above. Such appraised FMRV will establish the rental obligation, on a triple net basis, for Hangar No. 6 Improvements (or, alternatively, the Combined Hangar Improvements). The rental amount for Hangar No. 6 Improvements (or, alternatively, the Combined Hangar Improvements), will be added to the existing Rents for the remaining term and any approved renewal terms of this Agreement. Such calculations and a statement of rental amounts will be provided by written notice from Authority's Representative or designee to Company without the necessity of amendment of this Agreement.

If the Hangar No. 7 Improvements are completed and the cost of the Hangar No. 7 Improvements is less than \$6 million (or as applicable if the Combined Hangar Improvements are completed instead and the cost is less than \$12 million), then, on September 30, 2044, title to Hangar No. 7 Improvements (or, alternatively, the Combined Hangar Improvements) will vest in Authority. If the cost of the Hangar No. 7 Improvements is \$6 million or greater (or in the case of the Combined Hangar Improvements more than \$12 million) then, 25 years after the certificate of occupancy for the Hangar No. 7 Improvements (or, alternatively, the Combined Hangar Improvements), title to those improvements will vest in Authority. At that time, a FMRV appraisal of Hangar No. 7 Improvements (or, alternatively, the Combined Hangar Improvements) (excluding the land value of the Premises) will be performed by a duly qualified and licensed appraiser, selected, appointed and paid by Authority in accordance with the process outlined in Article 6.01(C) above. Such appraised FMRV will establish the rental obligation, on a triple net basis, for Hangar No. 7 Improvements (or, alternatively, the Combined Hangar Improvements). The rental amount for Hangar No. 7 Improvements (or, alternatively, the Combined Hangar Improvements) will be added to the existing Rents for the remaining term and any approved renewal terms of this Agreement. Such calculations and a statement of rental amounts will be provided by written notice from Authority's Representative or designee to Company without the necessity of amendment of this Agreement.

ARTICLE 11

DEFAULT AND TERMINATION RIGHTS

11.01 Events of Default

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

- A. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by other agreements between Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of Authority's written notice to cease said business or acts.
- B. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- C. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, (not including a merger or sale of assets).
- D. 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.
- E. Company's non-compliance with Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.
- F. The failure or omission by Company to carry out duties under this Agreement or the breach of any terms, conditions and covenants required herein.

11.02 Authority's Remedies

In the event of any of the foregoing events of default, 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 others 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 Leased Premises. Authority will not be deemed to have thereby accepted a surrender of the Leased Premises, and Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of Agreement; or
- B. Treat Agreement as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached, and all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become

immediately due and payable and Authority reserves the right to charge interest at twelve percent (12%) per annum, or the highest rate permitted by law, whichever is greater, from the date of disbursement by Authority until paid by Company; or

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

11.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled by Company pursuant to Section 12.04.

No retaking of possession of the Leased Premises by Authority will be construed as an election on its part to terminate this Agreement, unless a written notice of such intention is given to Company, nor will pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments or other moneys due to Authority hereunder, or of any damages accruing to Authority by reason of the violations of any of the terms, provisions, and covenants herein contained. Authority's acceptance of payments or other moneys following any event of default hereunder will not be construed as Authority's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained will be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by Authority to enforce one or more of the remedies herein provided upon an event of default will not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that Authority may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, will include the expense of repossession or reletting, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by Authority following repossession.

11.04 Company's Remedies

Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default in the payment of any payments or other charges to Authority, and only upon or after the happening of any of the following events: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, earthquake 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 ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault of Company.

ARTICLE 12
DISCLAIMER OF LIENS

The interest of Authority in the Leased 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 Leased 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 Leased 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 Leased Premises. Company is specifically prohibited from subjecting Authority's interest in the Leased 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 provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Leased 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 Leased Premises or common use areas for any work, labor or materials furnished to the Leased 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 13

UTILITIES

13.01 Utility Infrastructure

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

13.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what currently exists or is available to be extended to the Leased 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 Leased Premises and to comply with all provisions required by the County, the City, or Authority for maintaining such infrastructure.

13.03 Utility Services

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

13.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Leased 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 14

INGRESS AND EGRESS

14.01 Use of Public Way

Company will have the right of ingress and egress to and from the Airport, the Leased 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 Policies,

Rules and Regulations, Standard Procedures, and Operating Directives governing (1) the general public, including Company's customers, and (2) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

14.02 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 15
INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant subject to the provisions of Section 20.04;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant subject to the provisions of Section 20.04;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs,

including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If the above subarticles A – G or any part of subarticles A – G are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 16

INSURANCE

16.01 Insurance

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

Authority, members of Authority's governing body, and Authority's officers, volunteers and employees are included as additional insureds.

16.02 Required Coverages – Minimum Limits

A. Workers' Compensation and Employer's Liability Insurance

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

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

B. Airport Liability

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

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

C. Business Auto Liability

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$5,000,000
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D. Environmental Impairment (Pollution)

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

Limits of Coverage will be:

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

E. Aircraft Liability Insurance

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

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

F. Hangarkeeper's Legal Liability Insurance

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

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

G. Property Insurance

Such property insurance will be written on an all-risk coverage form. Such property insurance will be written on a replacement cost basis. This insurance will cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on the Leased Premises. Such insurance will include Authority as an additional insured and loss payee. Such insurance will not be subject to a deductible greater than 5% of the total insured value of all covered property located on the Leased Premises and no more than \$50,000 per occurrence for all other perils. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Company.

16.03 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.

16.04 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Exhibit 5, Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

ARTICLE 17

SECURITY FOR PAYMENT AND PERFORMANCE

17.01 Security for Payment and Performance

A. Company will provide Authority on or before the Commencement Date of this Agreement with a payment and performance bond, standby letter of credit or other similar security acceptable to Authority ("Payment and Performance Security") in an amount equal to the estimate of three (3) months' Rents, fees and other charges payable by Company pursuant to Article 6, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder. Such Payment and Performance Security will be in a form and with a company reasonably acceptable to Authority and licensed to do business in the State. In the event that any such Payment and Performance Security will be for a period less than the full period required hereunder or if such Payment and Performance Security is canceled, Company will provide a renewal or

replacement Payment and Performance Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation.

- B. In the event Authority is required to draw down or collect against Company's Payment and Performance Security for any reason, Company will, within ten (10) business days after Authority's written demand, take such action as may be necessary to replenish the existing Payment and Performance Security to its original amount (three months' estimated rentals, fees, and charges) or to provide additional or supplemental Payment and Performance Security from another source so that the aggregate of all Payment and Performance Security is equal to three months' estimated rentals, fees, and charges payable by Company pursuant to this Agreement.
- C. Authority will review the security requirement on an annual basis and notify Company if the required amount needs to be increased or decreased, based on three months' average rents, fees and other charges of Company. Company will, within 45 days of such notice, provide revised or extended Payment and Performance Security to Authority in a form and content acceptable to Authority.
- D. If Company will fail to obtain and/or keep in force such Payment and Performance Security required hereunder, such failure will be grounds for immediate cancellation of this Agreement pursuant to Article 11. Authority's rights under this Section will be in addition to all other rights and remedies provided to Authority under this Agreement.

17.02 Satisfactory Performance

Subject to the provisions of Section 17.01 above, the bond or standby letter of credit will be returned within sixty (60) days following the expiration of the term or any renewal term of this Agreement, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein throughout the entire term or any renewal term. In the event of a dispute as to the condition of the Leased Premises, only the amount in dispute will be retained for remedy.

ARTICLE 18 PROPERTY DAMAGE

18.01 Partial Damage

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

18.02 Extensive Damage

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

18.03 Complete Destruction

In the event damages as referenced in this Article are so extensive as to render the entire Leased Premises untenable, and the Leased Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof and will commence the full restoration of the Leased Premises and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

18.04 Destruction as a Result of Company's Negligence

Notwithstanding the foregoing, in the event the Leased Premises are damaged or destroyed as a result of the negligent act or omission of Company, Company's Rents, fees and other charges will not abate.

18.05 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.

18.06 Rent Abatement

Except as otherwise provided for herein, if the Leased Premises are damaged as a result of fire or other casualty, after the dates set forth in Articles 10.04 and 10.05 above, then the Rent for improvements as related to Hangar Improvements and/or Company's Improvements (if any and as applicable) will be abated proportionately on a square footage basis as to the portion rendered untenable from the date of the casualty loss until the earlier of: (a) the date that the Leased Premises has been substantially repaired or restored; or (b) the date on which Company's operations are substantially restored in the entire Leased Premises or in any part of the Leased Premises not so damaged during such period. In no event will the portion of the rents related to the land be abated.

18.07 Insurance Proceeds

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

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

If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Company will pay any additional sums required into such escrow account. If the amount of the insurance proceeds is in excess of the costs of repair, replacement or rebuilding, the amount of such excess will be disbursed as follows:

- A. Such proceeds will be applied first toward any amounts owed to Authority under this Agreement.
- B. The balance of the proceeds, if any, will be paid to Company, if Company is in compliance with Article 16 and Authority has not provided or paid for the insurance. If Authority has paid for or provided the insurance the balance of the proceeds will be paid to Authority.

ARTICLE 19

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

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 Leased 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 Leased Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company, from the Commencement Date of this Agreement forward, of such applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance. As to the JHS Premises only, the indemnification provided to the Authority pursuant to this Article shall be from October 4, 2018 (the date the Company acquired the JHS Premises) forward.
- 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 Leased Premises.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, State, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24

hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, State, or local environmental law or ordinance which Company is required to rectify and for which Company fails to commence to rectify and proceed with reasonable due diligence to rectify within the cure period established in the "Default and Termination Rights" Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.

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

20.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Leased 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 Leased 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 Leased 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 FDEP, specifically Chapter 62-702, FAC; or

- (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or
- (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or
- (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

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 Leased Premises that occurred prior to Company's entry upon or occupancy of the Leased Premises by Company or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors. Company and Authority acknowledge and agree that Exhibit 6, Phase II Subsurface Assessment of the Tampa Intl. Jet Center dated February 26, 2016 prepared by EPAC Environmental Services, Inc. ("Environmental Baseline Report for the Lease Premises (less the JHS Premises)"), attached hereto and by this reference made a part hereof, states the condition of the Leased Premises (less the JHS Premises) on the effective date indicated therein and that certain Phase I Report dated August 20, 2018 prepared by EPAC Environmental Services, Inc. ("Environmental Baseline Report for the JHS Premises"), attached hereto and by this reference made a part hereof as Exhibit 6-A, states the condition of the JHS Premises on the effective date indicated therein, and the statements contained therein are acknowledged by the Parties.

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 Leased Premises that occurs by reason of the migration or flow to the Leased Premises from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Leased 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 40 CFR Part 112, as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and

pipng 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, occurring during the Term of this Agreement 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 and County and all applicable safety regulations at the Leased Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

20.07 Stormwater

Notwithstanding any other provisions or terms of this Agreement, Company acknowledges that certain properties within the Leased 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 Leased Premises, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Leased 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 Leased 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, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Leased 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 Term of this Agreement, as provided herein, Company will conduct an environmental inspection and examination of the Leased 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. Subject to Article 20.05, if the results of the assessment indicate that the Leased Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, beyond the prior environmental impacts described in Article 20.04, 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 Leased Premises or common use areas, Company's obligations, including the payment of Rents, fees, and other 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 or by the United States government and must be reasonably acceptable to Authority.

ARTICLE 21

GOVERNMENTAL INCLUSION

The Leased Premises and the Airport are subject to the terms of those certain sponsor's assurances made to guarantee the public use of the Airport as incidental to grant agreements between Authority and the United States of America as amended; and, Authority represents that none of the provisions of this Agreement violates any of the provisions of the FAA's Airport Sponsors' Assurances.

ARTICLE 22

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 23

NONDISCRIMINATION/AFFIRMATIVE ACTION

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.

23.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

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

23.02 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 Article 23.02(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 24
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 25
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 26
RIGHT OF ENTRY

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

ARTICLE 27
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 Leased 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 the said airspace, and for 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 Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority's height zoning. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 28
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 Leased 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 29
SIGNS

29.01 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 Leased Premises.

29.02 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 Leased Premises and, in connection therewith, will restore the portion of the Leased Premises affected by such signs or advertising to the same conditions as existed at the commencement of the term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Leased Premises, Authority may perform the necessary work, at the cost of Company.

ARTICLE 30
ASSIGNMENT AND SUBLETTING

The operations of Company hereunder are in the performance of functions that are in the public interest and in furtherance of general aviation activities at the Airport. Authority is entrusted with the duty and obligation of providing the public with the highest level of general aviation services and facilities, and it is therefore necessary that Company's operations hereunder be subject to continuing scrutiny by Authority, and further that Company operate in a businesslike fashion, efficiently and with courtesy to the public. For these reasons the following will apply:

30.01 Authority will retain total control and sole discretion over approval of any assignment or subletting of the functions to be performed by Company hereunder, and such assignment or subletting must have prior written approval of Authority which approval will not be unreasonably withheld.

- 30.02 Except as permitted as part of any security related to a Leasehold Mortgage to which Authority has consented in accordance with Article 31, Company may not sell, assign, or transfer this Agreement or any portion thereof, except as provided herein. Authority must approve in writing the on-site General Manager of Company and, except as provided for in Article 31, no capital stock of Company can be assigned, sold, or in any way transferred to any person or persons, firm or corporation, without the prior written consent and approval of Authority, which consent will not be unreasonably withheld. Notwithstanding any of the foregoing, the Authority acknowledges the fact that the Company stock has been pledged under the Amended and Restated Credit Agreement dated July 15, 2015 to the Leasehold Mortgagee.
- 30.03 Authority will have the right to review and approve in advance the financial capacity of the proposed assignee as well as the manager proposed to run the day-to-day operations of the FBO for Company.
- 30.04 Any assignee, at the time of the assignment, must have a net worth (determined in accordance with Generally Accepted Accounting Principles consistently applied), at least equal to the net worth of Company and/or Company's Guarantor at the time of the signing of this Agreement, and that will comply with the provisions hereof.
- 30.05 Subject to the provisions of Article 31, in no event will any approved assignment diminish Authority's rights to enforce any and all provisions of this Agreement.
- 30.06 Company may sublease part of Company's Improvements or Hangar Improvements using subleases in form and substance substantially similar to the form templates submitted in advance by Company and approved by Authority as to the applicable type of space (hangar, office, etc.). Company will submit such form templates to Authority, and Authority will have thirty (30) calendar days to approve or request changes to same. Any proposed substantial or material deviation by Company from the approved form template must be submitted by Company to Authority in advance for Authority's consent, which consent will not be unreasonably withheld. Subleases may only be for aviation business in connection with aviation uses being conducted on the Leased Premises. Company may not sublease its responsibility to conduct a FBO except as may otherwise be provided herein. All proposed Specialized Aviation Service Operator ("SASO") subleases will be presented to Authority for review on a pre-approved form template. Authority will review each completed SASO sublease and provide its approval or rejection to Company.
- 30.07 Within the hangars and terminal, Company will sublease only space within Company's Improvements and Hangar Improvements on the approved form templates and will not sublet the underlying ground without the prior written consent of Authority, which consent will not be

unreasonably withheld, and which consent will be obtained in accordance with Section 30.06 above as a substantial deviation from the approved sublease form template.

ARTICLE 31
MORTGAGE RIGHTS OF COMPANY

Company may not mortgage, pledge or hypothecate its leasehold interest herein without the prior written consent of Authority. Notwithstanding the foregoing, Authority hereby consents to certain leasehold mortgage rights as follows:

31.01 Authority consents to Company's interest under this Agreement being mortgaged to SunTrust Bank, N.A. ("Lenders' Agent") in its capacity as Administrative Agent for the Lenders ("Leasehold Mortgagee"), as same are defined in that certain Amended and Restated Credit Agreement dated July 15, 2015, which Amended and Restated Credit Agreement is expressly not incorporated into this Agreement ("Credit Facility"), provided certain funds advanced thereunder and secured by the Leasehold Mortgage are utilized for the purpose of constructing capital improvements, making capital improvements to existing facilities on the Leased Premises, or financing the existing and/or completed improvements.

Notwithstanding the principal amount of the Credit Facility or the cross-collateralized nature of the Credit Facility, or how loan advances secured by the collateral thereunder are utilized, or the mortgage recorded hereunder against the leasehold interest, in the event of a future default by Company under the Credit Facility, at no time will the Leasehold Mortgagee be permitted to obtain a judgment against this Agreement that is greater than One Hundred Twenty-five percent (125%) of the then appraised value of the leasehold interest from an appraisal conducted by a reputable appraiser, who shall be acceptable to both Authority and the Leasehold Mortgagee. The appraisal will be conducted no more than sixty (60) days prior to the entry of any final judgment against the Leasehold Mortgage.

31.02 Company will provide Authority with prior written notice of any proposed Leasehold Mortgage. Said notice will include copies of all documents to be recorded by Company and the Leasehold Mortgagee and any other documents pertinent to the Leasehold Mortgage that Authority may specify.

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

31.04 Assignment of Leasehold Mortgage

Leasehold Mortgagee may assign the Leasehold Mortgage upon receiving the prior written approval of Authority, which will not be unreasonably withheld. Leasehold Mortgagee will send Authority advance written notice of its intent to assign the Leasehold Mortgage, which notice will include the name and address of assignee, copies of all documents to be recorded, and any other documents pertinent to the Leasehold Mortgage that Authority may specify.

31.05 Production of Documents

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

31.06 Mortgage Not An Assignment

For the purpose of this Section, the making of a Leasehold Mortgage will not be deemed to constitute an assignment or transfer of this Agreement or of the leasehold estate hereby created, nor will any Leasehold Mortgagee be deemed an assignee of this Agreement or of the leasehold estate under Article 30 or otherwise so as to require such Leasehold Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Company to be performed hereunder, including without limitation the insurance requirements. The purchaser, however, at any sale of this Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee of this Agreement and of the leasehold estate under any instrument of assignment in lieu of the foreclosure of any Leasehold Mortgage, will be subject to the provisions of Article 30 of this Agreement with the additional caveat that any consents required from Authority thereunder, if any, will not be unreasonably withheld.

31.07 Cure Rights of Leasehold Mortgagee

Upon Authority providing to Company any notice of default, termination, or notice of a matter on which Authority may predicate or claim a default, Company will provide every Leasehold Mortgagee with a copy of every such notice upon receipt from Authority. Any notice to be given by Company to a Leasehold Mortgagee pursuant to this Section will be deemed properly addressed if sent by certified mail, return receipt requested, to the Leasehold Mortgagee at: SunTrust Bank, Agency Services, 303 Peachtree Street, 25th Floor, Atlanta, Georgia 30308 Attn: Agency Services

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

31.08 Notice of Termination and Cure Periods

Upon the occurrence of an event of default that entitles Authority to terminate this Agreement, and notwithstanding any provision to the contrary, Authority may terminate this Agreement only if Authority notifies every known Leasehold Mortgagee that Authority intends to terminate this Agreement as a result of an event of default, such notice to be not less than thirty (30) days prior to the proposed effective date of such termination. The Leasehold Mortgagee may perform the obligations of Company as described in Section 31.09 below if, during such thirty (30) day termination notice period, the Leasehold Mortgagee will:

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

31.09 Performance of Company Obligations by Leasehold Mortgagee

- A. Subject to the provisions of Section 31.08, if Authority elects to terminate this Agreement by reason of any event of default of Company, and if a Leasehold Mortgagee will have proceeded in the manner provided for in this Section, the specified date for the termination of this Agreement as fixed by Authority in its termination notice will be extended for a period of three (3) months, provided that such Leasehold Mortgagee will, during such three (3) month period:
 - (1) Pay or cause to be paid the Rents, fees and other charges of Company under this Agreement, as the same become due, and continue its good faith efforts, as determined solely by Authority, to perform all of Company's other obligations under this Agreement; and
 - (2) If not enjoined or stayed, take steps to acquire or sell Company's interest in this Agreement by foreclosure of the Leasehold Mortgage or other appropriate means and procedures, which will be completed with due diligence; and

- (3) Cure all events of monetary default and comply or, in good faith with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Agreement.

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

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

ARTICLE 32
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its State of registration, that it is authorized to do business in the State,

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

ARTICLE 33
CONDEMNATION

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

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

ARTICLE 34
SURRENDER OF LEASED PREMISES

Company will surrender up and deliver the Leased 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 forthwith remove all of its Personal Property from the Leased Premises at the conclusion of the term. Failure on the part of Company to remove its Personal Property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such Personal Property will be borne by Company. All Fixed Personal Property placed on Company's Improvements by Company will, at Authority's option, become the property of Authority at the expiration or termination of this Agreement and will be left in place.

ARTICLE 35
NO ACCEPTANCE OF SURRENDER

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

ARTICLE 36
WAIVER OF CLAIMS

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

ARTICLE 37
PERSONAL PROPERTY

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

ARTICLE 38
APPLICABLE LAW AND VENUE

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

ARTICLE 39
AUTHORITY APPROVALS

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

ARTICLE 40
ATTORNEY'S FEES AND COSTS

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

ARTICLE 41
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 42
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 43
NOTICES AND COMMUNICATIONS

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

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

TO Company:
(MAIL DELIVERY)
Sheltair Aviation Tampa, LLC
4860 NE 12th Avenue
Ft. Lauderdale, FL 33334
Attn: Chairman/CEO

AND TO:
Saavedra | Goodwin
312 S.E. 17th Street, 2nd Floor
Fort Lauderdale, Florida 33316
Attn: Damaso W. Saavedra, Esq.

AND TO:
SunTrust Bank
Agency Services
303 Peachtree Street, 25th Floor
Atlanta, Georgia 30308
Attn: Agency Services Manager

OR

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

(HAND DELIVERY)
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 encouraged.

Each Party will notify the other in writing within 10 calendar days following any change in Company's Representative, Company's name, or Company's address indicated above.

ARTICLE 44

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 45

FEDERAL RIGHT TO RECLAIM

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

ARTICLE 46

RADON GAS NOTIFICATION

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

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

ARTICLE 47

AGENT FOR SERVICE OF PROCESS

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

ARTICLE 48

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 49

MISCELLANEOUS

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

ARTICLE 50

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 51
COMPLETE AGREEMENT

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

[Remainder of page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 201__.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by Robert I. Watkins in the capacity of Chairman, and by Lesley "Les" Miller, Jr. in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

SHELTAIR AVIATION TAMPA, LLC

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

Print Name

SHELTAIR AVIATION TAMPA, LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 201__, by _____ in the capacity of _____, at _____ a _____ on its behalf. _____ and has produced the following document of identification _____.

(Stamp or seal of Notary)

Signature of Notary

Type or Print Name of Notary

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

Exhibit 1-A

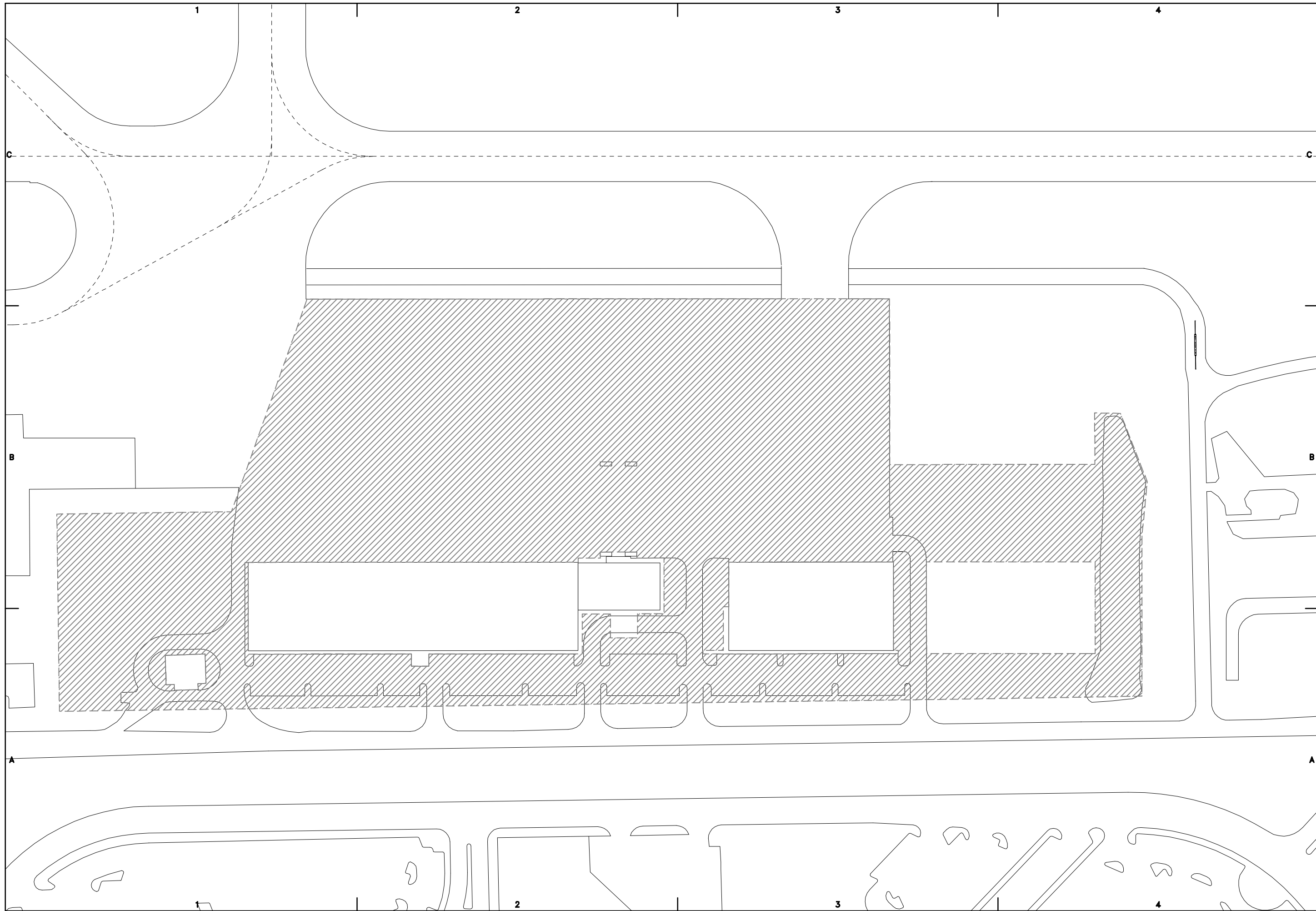
Sheet 1 of 2, ALTA/ACSM Land Title Survey prepared by W.C. Sherrill and Company, LLC,
dated March 10, 2016

Exhibit 1-B

Sheet 2 of 2, ALTA/ACSM Land Title Survey prepared by W.C. Sherrill and Company, LLC,
dated March 10, 2016

Exhibit 2

Authority's Improvements, October 2005



REVISIONS	DATE	BY	AUTH.

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
 TAMPA - FLORIDA

HCAA Planning & Development

PROJECT NAME
**AUTHORITY'S IMPROVEMENTS
 (AS DEPICTED IN SHADED AREA)**

FAA NO. _____
 HCAA NO. _____
 JOB NO. _____

DESIGN _____
 DRAWN _____
 CHECKED _____
 FILE NAME EXHIBIT -2
 SCALE: _____ NTS

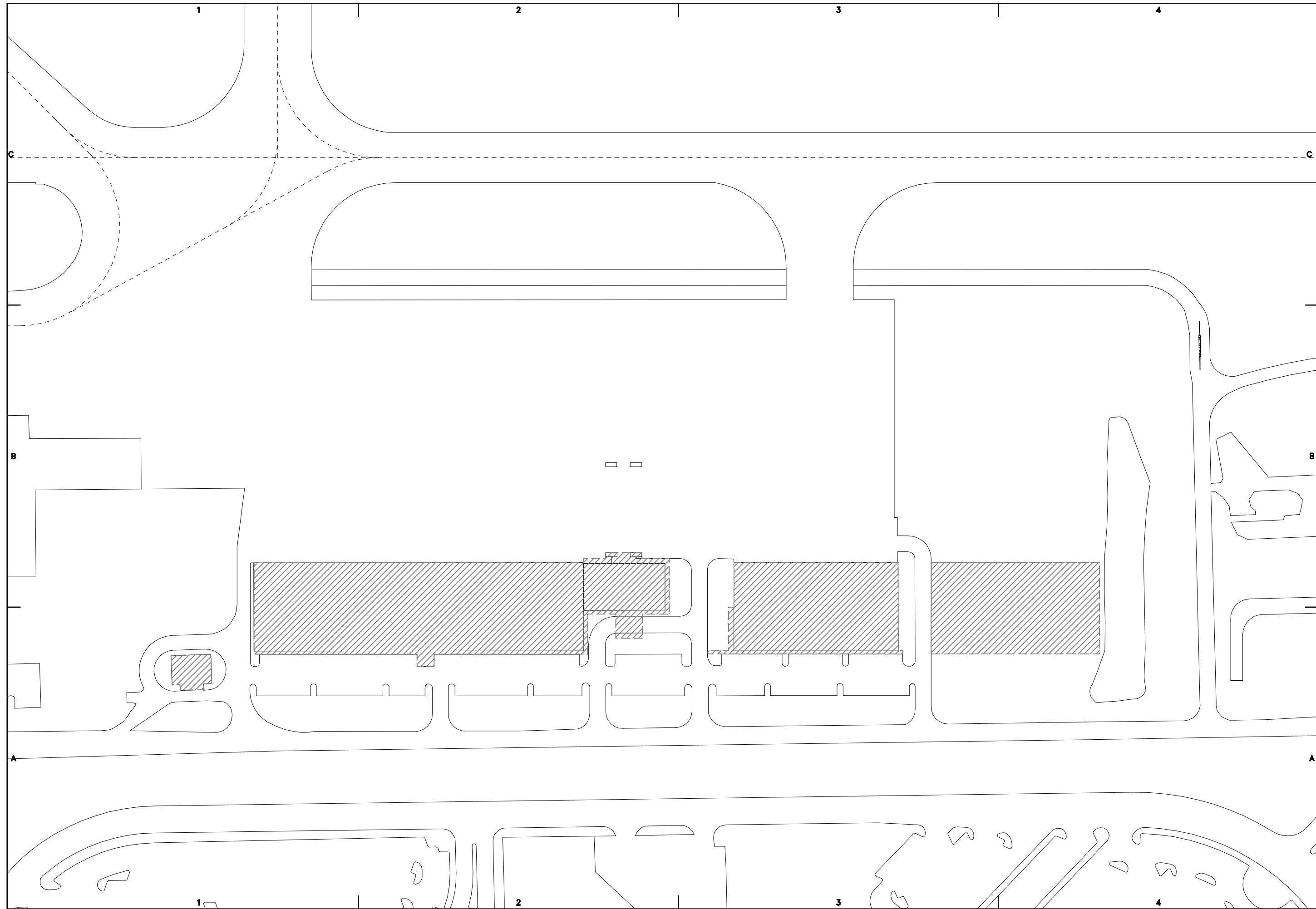
DATE: OCTOBER 2006

SHEET TITLE
SITE PLAN

EX-2
 SHEET 3 OF 4

Exhibit 3

Company's Improvements, October 2005



NO.	DATE	REVISIONS	BY	AUTH.

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
 TAMPA - FLORIDA



HCAA Planning & Development

PROJECT NAME
**COMPANY'S IMPROVEMENTS
 (AS DEPICTED IN SHADED AREA)**

FAA NO. _____
 HCAA NO. _____
 JOB NO. _____

DESIGN _____
 DRAWN _____
 CHECKED _____
 FILE NAME EXHIBIT -2

SCALE: _____ NTS

DATE: OCTOBER 2006

SHEET TITLE
 SITE PLAN

EX-3
 SHEET 4 OF 4

Exhibit 4

Hangar No. 6 Improvements and Hangar No. 7 Improvements or Combined Hangar Improvements



SCALE: 1" = 80'
(24"X36")

Exhibit "4", Company's Proposed Hangar No. 5 Improvements



Klinger Camp & Associates Corp.
ONE TAMPA CITY CENTER
201 NORTH HANCOCK STREET, SUITE 400
TAMPA, FL 33602 (813) 671-2531
SOUTH OF HANCOCK STREET, SUITE 400
OR SUBMITTAL NO. 0857

NO. DATE REVISION
June 2015

HANGAR
CONCEPT PLAN #5

DATE: 06/15/15
BY: JAC
CHECKED: JAC
SCALE: 1" = 80'

THIS PLAN IS THE PROPERTY OF KCL&A AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF KCL&A. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.

Exhibit 4A
JHS Premises

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



SECTION 9, TOWNSHIP 29 SOUTH, RANGE 18 EAST

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

DESCRIPTION

South Corporate Hanger Development (Parcel D)

A portion of land lying within Section 9, Township 29 South, Range 18 East, in Hillsborough County, Florida, more particularly described as follows:

Commence from the Southwest corner of Section 9, Township 29 South, Range 18 East; thence North 00°51'49" East along the West line of the Southwest Quarter of said Section a distance of 206.27 feet; thence leaving said line, South 88°00'00" East a distance of 922.78 feet to the **POINT OF BEGINNING**; thence North 02°00'00" East a distance of 302.00 feet; thence South 88°00'00" East a distance of 212.00 feet; thence South 02°00'00" West a distance of 302.00 feet; thence North 88°00'00" West a distance of 212.00 feet to the **POINT OF BEGINNING**.

Containing 1.47 acres, more or less.

Basis of bearing is referenced to the West line of the Southwest Quarter of Section 9, Township 29 South, Range 18 East bearing, North 00°51'49" East.

EXHIBIT B

HCAA NO:
5340-07



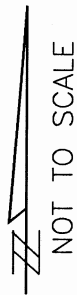
TBE GROUP, INC.
*Engineers - Planners - Subsurface Utility Engineers
Surveyors and Mappers*
380 Park Place Boulevard, Clearwater, Florida 33759
Telephone (727) 531-3505, Facsimile (727) 431-1701
Certificate of Authorization: LB 6668
State of Florida

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

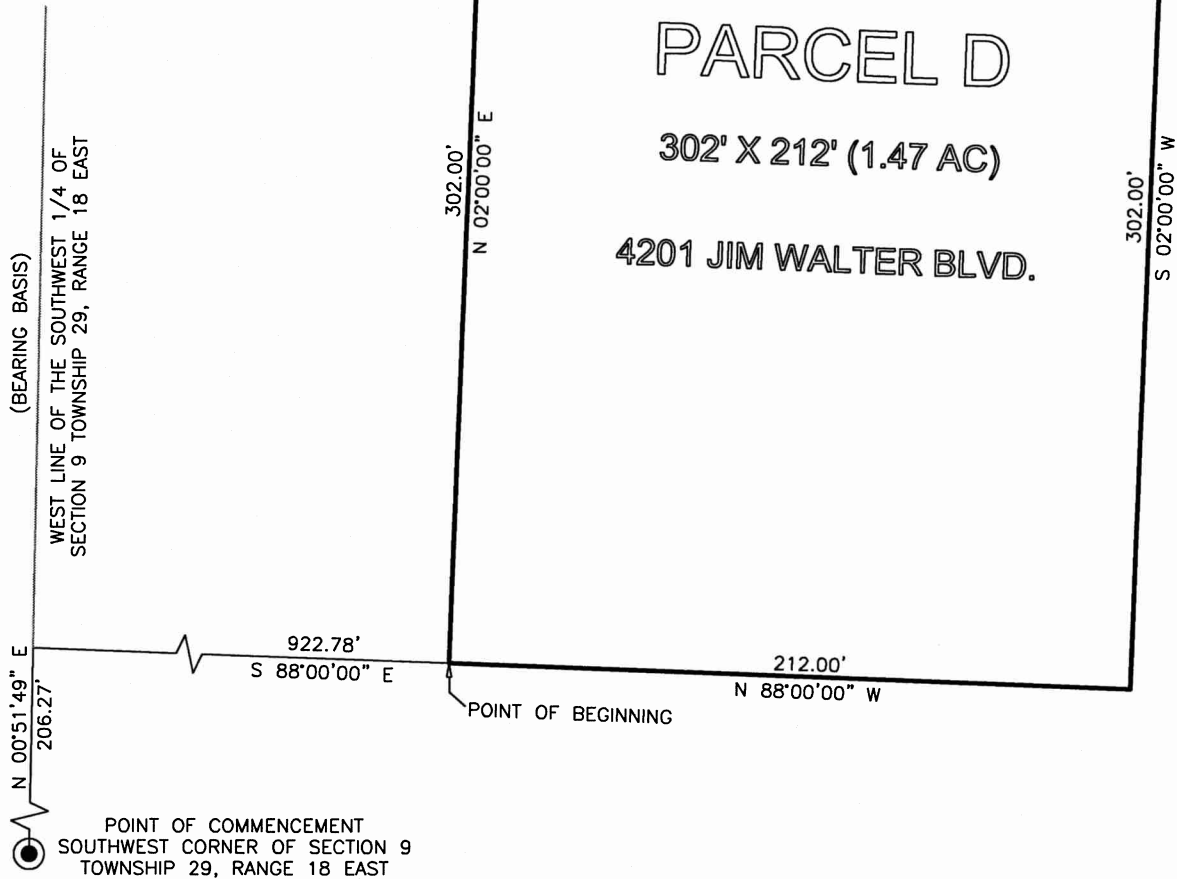


SECTION 9, TOWNSHIP 29 SOUTH, RANGE 18 EAST

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



SKETCH
 NOT A SURVEY



TE **TBE GROUP, INC.**
 Engineers-Planners-Subsurface Utility Engineers
 Surveyors and Mappers
 380 Park Place Boulevard, Clearwater, Florida 33759
 Telephone (727) 531-3505, Facsimile (727) 431-1701
 Certificate of Authorization: LB 6668
 State of Florida

EXHIBIT B

CALCULATED BY: JDL	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief and meets the standards as set forth in Chapter 61G17-6, Florida Administrative Code. _____ DATE <u>07/19/07</u> DEBORAH J. HILL, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5196 STATE OF FLORIDA, PHONE # (727) 531-3505
CHECKED BY: DJH	
HCAA NO: 5340-07	

SEAL

Exhibit 5

Standard Procedure S250.06, Contractual Insurance Terms and Conditions

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>1</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

STANDARD PROCEDURE	Number: <u> S250.06 </u>
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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

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>3</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

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

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>4</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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

The insurance certificate must:

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

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

STANDARD PROCEDURE	Number: <u>S250.06</u>
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the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

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

H. Company's Insurance Primary:

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

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

I. Applicable Law:

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

J. Waiver of Subrogation:

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

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

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

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

STANDARD PROCEDURE

Aviation Authority

Number: S250.06

Effective: 05/31/02

Revised: 01/16/19

Page: 7 of 7

Subject: CONTRACTUAL INSURANCE
TERMS AND CONDITIONS

a. Company to Remain Fully Liable

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

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

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

APPROVED: Joe Lopano

DATE: 01/16/19

Exhibit 6

Environmental Baseline Report for the Lease Premises (less the JHS Premises)



February 26, 2016

Mr. Todd Anderson
Sheltair Aviation
3024 East Amelia Street
Orlando, FL 32803

Re: EPAC Proposal #: 2158442
Phase II Subsurface Assessment
Tampa International Jet Center
4751 Jim Walter Blvd.
Tampa, FL 33607

Dear Mr. Anderson:

We have completed the Phase II Subsurface Assessment of the above referenced property. The attached report describes the specific observations made in regard to the field work performed, laboratory analytical results and conclusions.

The work described herein was performed under the supervision of or by a Florida licensed Professional Geologist (Mr. Beda C. Dondi, P.G. #000393) who is competent through education and experience to provide the geologic service contained in this report. Moreover, EPAC holds an active certificate to provide geologic services under license GB000162.

If you have any questions concerning the following, please feel free to contact the undersigned at your earliest convenience.

Respectfully submitted,

EPAC Environmental Services, Inc.

A handwritten signature in blue ink that reads "Veronica Pickett".

Veronica Pickett
Environmental Scientist

A handwritten signature in blue ink that reads "Beda C. Dondi".

Beda C. Dondi, P.G.
Principal

EPAC Environmental Services, Inc.
1001 S. W. 46th Avenue | Pompano Beach, Florida 33069
Broward (954) 974-7055 | Fax (954) 974-0776

**PHASE II
SUBSURFACE ASSESSMENT
OF THE
TAMPA INTL JET CENTER
4751 JIM WALTER BLVD
TAMPA, FL 33607**

**FEBRUARY 26, 2016
EPAC PROJECT #: 2158442**

**PREPARED FOR:
MR. TODD ANDERSON
SHELTAIR AVIATION
3024 EAST AMELIA STREET
ORLANDO, FL 32803**

**SUBMITTED BY:
Veronica Pickett, Environmental Scientist
Beda C. Dondi, P.G., Principal**

**EPAC ENVIRONMENTAL SERVICES, INC.
1001 SOUTHWEST 46th AVENUE
POMPANO BEACH, FLORIDA 33069**

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1.0 EXECUTIVE SUMMARY

EPAC Environmental Services, Inc. conducted a Phase II Environmental Subsurface Investigation at the Tampa Intl Jet Center. The subsurface assessment included the sampling and analysis of five (5) newly installed groundwater monitoring wells. Subsequent to conducting the field work and laboratory analysis, the following conclusions were determined:

- The subject property is located at 4751 Jim Walter Blvd., Hillsborough County, Florida. The property consists of 1(one) 14,000-sf terminal building subdivided into two (2) separate and distinct aircraft hangars, two (2) additional aircraft hangars, ramp area, aviation facility, canal, a tank farm.
- This Phase II Subsurface Assessment was designed to provide laboratory data for the groundwater quality at five (5) locations within the property boundary.
- The groundwater laboratory analytical results indicated that all parameters tested were within the Florida Department of Environmental Protection (FDEP) Groundwater Cleanup Target Levels (GCTLs), except for Biphenyl detected over the FDEP GCTL (0.5 µg/L) in MW-1 (0.831 µg/L) and MW-4 (0.527 µg/L).

2.0 INTRODUCTION

The Phase II Subsurface Assessment of the Tampa Intl Jet Center (subject property) was initiated at the request of Mr. Todd Anderson of Sheltair Aviation and conducted by EPAC Environmental Services, Inc. (EPAC). The subsurface assessment included the installation and sampling of five (5) groundwater monitoring wells. The purpose of this investigation was to evaluate the integrity of the groundwater at the east end and west end of the subject property.

3.0 BACKGROUND INFORMATION

The subject property can be found at or near 4751 Jim Walter Blvd., Hillsborough County, Florida. In December of 2015, EPAC Environmental Services Inc. (EPAC) completed a Phase I Environmental Site Assessment (ESA) for the subject property. According to the report, the following evidence of potential environmental conditions in connection with the property was identified:

- EPAC discovered records of a reported leak of the existing in-service Fuel Farm located at the west end of the subject property. Based on that information EPAC recommended that the groundwater quality be evaluated in the vicinity of the fuel farm from one (1) location. EPAC recommended the collection of one (1) groundwater sample for laboratory analysis of volatile organics by EPA Method 8260, semi volatile organics by EPA Method 8270, and TRPH using the FL-PRO Method.
- EPAC identified a former fuel farm located on the east end of the subject property, referenced as Parcel 5 in the ESA. Based on the historic aerials, one or more previous fuel farms were evident; therefore EPAC recommended that the groundwater quality be evaluated at the north, south, east and west quadrant of Parcel 5. EPAC further stated that the groundwater should be analyzed for laboratory analysis per volatile organics by EPA Method 8260, semi-volatile organics by EPA Method 8270 and total recoverable petroleum hydrocarbons (TRPH) by the FL-PRO Method.

EPAC was contracted to perform a Phase II Subsurface Assessment in accordance with the recommendations made in the ESA.

4.0 SUBSURFACE ASSESSMENT

National Environmental Technology, Inc., a state licensed drilling contractor (License #11093) was contracted to install five (5) groundwater monitoring wells on January 5, 2016. During the groundwater monitoring well installation procedure, EPAC professional geologist personnel noted the soil lithology, and inspected for staining and odors. A Site Plan Map illustrating the groundwater well locations is provided as **Figure 1**.

4.1 Groundwater Assessment and Results

Five (5) groundwater monitoring wells were installed using a hollow stem auger. The groundwater monitoring wells, labeled MW-1, MW-2, MW-3, MW-4 and MW-5, were installed to a depth of approximately fifteen feet (15') below land surface (BLS). The first occurrence of groundwater was encountered around 5' BLS. The well casings were comprised of two (2) inch diameter schedule 40 PVC piping with 0.010" slot screening.

On January 6, 2016, EPAC personnel arrived on-site to conduct oversight as Pembroke Labs collected one (1) groundwater sample from each of the newly installed monitoring wells. The DEP Standard Operating Procedures, FS 2200 Groundwater Sampling, were used as a reference in collection of the groundwater samples. An electronic water level probe was utilized to measure the depth to water for each well. A Quanta brand well logging machine was used to record the pH, temperature, conductivity, dissolved oxygen and turbidity. Please refer to the Groundwater Sampling Logs provided as **Appendix 1**. The samples were stored on ice, transported and submitted to Florida Spectrum Environmental Services, Inc. (DOH ID#: E86006) on January 7, 2016. Pursuant to the EPAC Phase I ESA recommendations, MW-1 through MW-5 was analyzed for petroleum related pollutants via EPA Methods 8260, 8270 and FL-PRO. Please refer to **Appendix 2** for the groundwater laboratory analytical data sheets and chain of custody form.

The analytical results of the sample collected from MW-3 reported no detection of compounds within the parameters tested, indicating all parameters tested were below the laboratory method detection limits (reported with a U), and thus within the Florida Department of Environmental Protection (FDEP) Groundwater Cleanup Target Levels (GCTLs).

The analytical results of the samples collected from MW-2 and MW-5 reported a detection of one or more compound within the parameters tested; however all compounds detected were within the FDEP Guidance concentrations (GCTLs) and thus acceptable though an indication of residual petroleum product.

The analytical results of the samples collected from MW-1 and MW-4 reported a detection of one or more compound within the parameters tested. Of the compounds detected, one (1) compound known as Biphenyl was detected over the FDEP GCTL of (0.5 µg/L); MW-1 (0.831 µg/L) and MW-4 (0.527 µg/L). All remaining compounds detected were within the FDEP GCTLs.

5.0 PROFESSIONAL OPINION

We have performed a Phase II Subsurface Assessment in conformance with the terms and conditions of the agreement between EPAC Environmental Services, Inc. and Mr. Todd Anderson of Sheltair.

In summary, trace concentrations of petroleum related compounds were detected in all of the groundwater samples collected, except for MW-3. Please note that this project was limited to groundwater analysis at five (5) select areas.

6.0 GENERAL SUMMARY

We would like to remind you that the intent of our assessment and this report is to assist you in understanding the implications of existing environmental concerns that may be present at the subject property. EPAC makes no final judgment nor is responsible for the independent conclusions, opinions, or recommendations made by others based on the field exploration and laboratory test data presented in this report.

The foregoing is provided with the knowledge of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" or "Superfund Act") set forth in 42 U.S.C. Section 9601 et. Seq. which provides the Environmental Protection Agency broad powers to impose liability for the cleanup of toxic contamination in soil and groundwater. We are also aware that recent case law has extended liability under CERCLA to lenders who for various reasons become owners and that therefore the contents of this assessment are of extreme importance.

TABLES

TABLE 1: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - VOCs and Metals

EPAC Proj #: 2158442 Facility Name: Tampa Intl Jet Center - 4751 Jim Walter Blvd. See notes at end of table.

Sample Location	Collection Date	Benzene (µg/L)	Toluene (µg/L)	Ethylbenzene (µg/L)	Total Xylenes (µg/L)	Total VOAs (µg/L)	MTBE (µg/L)	EDB (µg/L)	1,2-Dichloroethane (µg/L)	Total Arsenic (µg/L)	Total Cadmium (µg/L)	Total Chromium (µg/L)	Total Lead (µg/L)
MW-1	1/7/2016	0.0300U	0.0350U	0.0840U	0.252U	NA	0.0860U	0.0710U	0.0360U	NS	NS	NS	NS
MW-2	1/7/2016	0.0300U	0.0350U	0.0840U	0.252U	NA	0.0860U	0.0710U	0.0360U	NS	NS	NS	NS
MW-3	1/7/2016	0.0300U	0.0350U	0.0840U	0.252U	NA	0.0860U	0.0710U	0.0360U	NS	NS	NS	NS
MW-4	1/7/2016	0.0600U	0.0700U	0.640	5.74	NA	0.172U	0.142U	0.0720U	NS	NS	NS	NS
MW-5	1/7/2016	0.0300U	0.0350U	0.0840U	0.252U	NA	0.0860U	0.0710U	0.0360U	NS	NS	NS	NS
GCTLs		1**	40**	30**	20**	NA	20	0.02**	3**	10**	5**	100**	15**
NADCs		100	400	300	200	NA	200	2	300	100	50	1,000	150

Notes: NA = Not Available.

NS = Not Sampled.

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.

NADCs = Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.

** = As provided in Chapter 62-550, F.A.C.

If an analyte is not detected, report the method detection limit [i.e., 0.01 U or ND(0.01); BDL or <0.01 are not acceptable].
 Freshwater Surface Water (FSW), Marine Surface Water (MSW) and Groundwater of Low Yield/Poor Quality (LY/PQ) CTLs should be added to the base of the table as applicable.

TABLE 2: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - PAHS and TRPHS

EPAC Proj #: 2158442 Facility Name: Tampa Intl Jet Center - 4751 Jim Walter Blvd.

See notes at end of table.

Sample Location	Collection Date	TRPHs (ug/L)	Naphthalene (ug/L)	1-Methyl-naphthalene (ug/L)	2-Methylnaphthalene (ug/L)	Acenaphthene (ug/L)	Acenaphthylene (ug/L)	Anthracene (ug/L)	Benzo (ghi)perylene (ug/L)	Fluoranthene (ug/L)	Fluorene (ug/L)	Phenanthrene (ug/L)	Pyrene (ug/L)	Benzo (a)pyrene (ug/L)	Benzo (a)anthracene (ug/L)	Benzo (b)fluoranthene (ug/L)	Benzo (k)fluoranthene (ug/L)	Chrysene (ug/L)	Dibenz (a,h)anthracene (ug/L)	Indeno (1,2,3-cd)pyrene (ug/L)
MW-1	1/7/2016	1400	6.37	17.6	18.9	2.38	0.640U	0.500U	0.210U	1.00	1.97	2.69	0.484	0.280U	0.180U	0.260U	0.480U	0.300U	0.160U	0.150U
MW-2	1/7/2016	545	0.700U	0.0360U	0.640U	0.490U	0.640U	0.500U	0.210U	0.280U	0.520U	0.450U	0.220U	0.280U	0.180U	0.260U	0.480U	0.300U	0.160U	0.150U
MW-3	1/7/2016	8U	0.700U	0.0360U	0.640U	0.490U	0.640U	0.500U	0.210U	0.280U	0.520U	0.450U	0.220U	0.280U	0.180U	0.260U	0.480U	0.300U	0.160U	0.150U
MW-4	1/7/2016	1120	5.01	1.19	0.674	0.490U	0.640U	0.500U	0.210U	0.280U	0.520U	0.450U	0.220U	0.280U	0.180U	0.260U	0.480U	0.300U	0.160U	0.150U
MW-5	1/7/2016	8U	0.700U	0.312	0.640U	0.490U	0.640U	0.500U	0.210U	0.280U	0.520U	0.450U	0.220U	0.280U	0.180U	0.260U	0.480U	0.300U	0.160U	0.150U
GCTLs		5,000	14	28	28	20	210	2,100	210	280	280	210	210	0.2**	0.05*	0.05*	0.5	4.8	0.005*	0.05*
NADCS		50,000	140	280	280	200	2,100	21,000	2,100	2,800	2,800	2,100	2,100	20	5	5	50	480	0.5	5

Notes: NA = Not Available.
NS = Not Sampled.

GCTLs = Groundwater Cleanup Target Levels specified in Table 1 of Chapter 62-777, F.A.C.

NADCS = Natural Attenuation Default-Source Concentrations specified in Table V of Chapter 62-777, F.A.C.

** = As provided in Chapter 62-550, F.A.C.

* = See the October 12, 2004 "Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits" to determine how to evaluate data when the CTL is lower than the PQL.

If an analyte is not detected, report the method detection limit [i.e., 0.01 U or ND(0.01); BDL or <0.01 are not acceptable].
Freshwater Surface Water (FSW), Marine Surface Water (MSW) and Groundwater of Low Yield/Poor Quality (LY/PQ) CTLs should be added to the base of the table as applicable.

**TABLE 3: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY -
^Other Contaminants not listed in Chapter 62-770, F.A.C.**

EPAC Proj #: 2158442 Facility Name: Tampa Intl Jet Center - 4751 Jim Water Blvd.

See notes at end of table.

Sample		1,2,4-Tri- methyl- benzene	1,3,5-Tri- methyl- benzene	tert-Butyl alcohol	ETBE	TAME	DIPE	Ethanol	Cumene (Isopropyl benzene)	Biphenyl	Carbazole	Dibenzofuran
Location	Collection Date	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)
MW-1	1/7/2016	0.211U	0.135U	NS	NS	NS	NS	NS	NS	0.831	0.956	2.15
MW-2	1/7/2016	0.211U	0.135U	NS	NS	NS	NS	NS	NS	0.155U	0.450U	0.480U
MW-3	1/7/2016	0.211U	0.135U	NS	NS	NS	NS	NS	NS	0.155U	0.450U	0.480U
MW-4	1/7/2016	4.96	2.42	NS	NS	NS	NS	NS	NS	0.527	0.450U	0.480U
MW-5	1/7/2016	0.211U	0.135U	NS	NS	NS	NS	NS	NS	0.155U	0.450U	0.480U
GCTLs		10	10	1,400	1,000	500	1,000	10,000	0.8	0.5	1.8	28
NADCs		100	100	14,000	10,000	5,000	10,000	100,000	8			

Notes: NA = Not Available.
NS = Not Sampled.

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.

NADCs = Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.

^ = These chemicals may be present in petroleum fuels but are not currently included in Table A of Chapter 62-770, F.A.C. (list of Petroleum Products' Contaminants of Concern), and therefore it is not required by rule that samples be analyzed for these chemicals. Summary columns have been provided for the circumstances in which these chemicals and others reported by the laboratory are detected, to comply with subparagraph 62-770.600(8)(a)25, F.A.C.

If an analyte is not detected, report the method detection limit [i.e., 0.01 U or ND(0.01); BDL or <0.01 are not acceptable].

Freshwater Surface Water (FSW), Marine Surface Water (MSW) and Groundwater of Low Yield/Poor Quality (LY/PQ) CTLs should be added to the base of the table as applicable.

**FIGURE 1
SITE PLAN MAP**

EPAC ENVIRONMENTAL SERVICES, INC.
1001 SOUTHWEST 46TH AVE POMPANO BEACH, FL 33069



PROJECT #: 2158442
NOT TO SCALE

FIGURE 1 - SITE PLAN MAP

TAMPA INTERNATIONAL JET CENTER
4751 JIM WALTER BLVD
TAMPA, HILLSBOROUGH COUNTY
FLORIDA 33607



Exhibit 6-A

Environmental Baseline Report for the JHS Premises

(Pages 1-35 of the 400 page report attached hereto. Both parties acknowledge receipt and review of full report)



EPAC

Environmental Services, Inc.



August 20, 2018

Mr. Todd Anderson
Sheltair Aviation Services
3024 East Amelia Street
Orlando, FL 32803

Re: **EPAC Project No.: 2189065**
Phase I Environmental Site Assessment
Hangar Building
4201 Jim Walter Blvd
Tampa, Florida

Dear Mr. Anderson:

EPAC Environmental Services, Inc. (EPAC) has prepared this Phase I Environmental Site Assessment (ESA) in accordance with the ASTM E 1527-13 guidance, for the above referenced property. EPAC's personnel visited and inspected the subject property and conducted, by means deemed appropriate and necessary, an environmental inspection (audit). The attached report delineates the specific observations made in regard to areas of environmental concern at this time.

Should you have any questions concerning the following, please contact the undersigned at your earliest convenience.

Respectfully submitted,

EPAC ENVIRONMENTAL SERVICES, INC.

A handwritten signature in blue ink that reads 'Rachel Jayson'.

Rachel Jayson
Environmental Scientist

A handwritten signature in blue ink that reads 'Beda C. Dondi'.

Beda C. Dondi, P.G.
Principal

**PHASE I
ENVIRONMENTAL SITE ASSESSMENT
OF THE
HANGAR BUILDING
4201 JIM WALTER BLVD
TAMPA, FLORIDA**

**AUGUST 20, 2018
EPAC PROJECT #: 2189065**

PREPARED FOR:
MR. TODD ANDERSON
SHELTAIR AVIATION SERVICES
3024 EAST AMELIA STREET
ORLANDO, FL 32803

SUBMITTED BY:
RACHEL JAYSON, ENVIRONMENTAL SCIENTIST
BEDA C. DONDI, P.G., PRINCIPAL

**EPAC ENVIRONMENTAL SERVICES, INC.
1001 SOUTHWEST 46th AVENUE
POMPANO BEACH, FLORIDA 33069**

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EXECUTIVE SUMMARY

EPAC Environmental Services, Inc. conducted a Phase I Environmental Site Assessment of the Hangar Building. All reasonably available information pertaining to the subject property was obtained and reviewed regarding environmental liability. Subsequent to conducting a site inspection and review of applicable historical and regulatory records, the following conclusions were determined:

- The 1.5-acre property (subject property) consists of a 20,719-sf leased airport hangar building with office space, concrete and asphalt-paved exterior surfaces, chain-link barbed wire fencing, interior and exterior floor drains, oil water separator, interior floors with concrete finishing, one (1) 12,000-gallon Jet-A fuel aboveground storage tank (AST), and one (1) 100-gallon diesel emergency generator AST. First constructed in 2009, the building is currently occupied by JHS Management, and is used as a private hangar with minor fueling operations.
- During the site visit, EPAC visually observed one (1) steel 12,000-gallon Jet-A fuel and one (1) 100-gallon emergency diesel generator ASTs; both ASTs are located on concrete slabs with no direct contact to soil. The facility is currently in compliance with county and state petroleum tank regulations as of March of 2018. Based on visual observation and regulatory review, these tanks do not appear to have created an environmental impact or recognized environmental condition (REC) for the subject property.
- During the site visit, there were small containers of paint solvents, hydraulic and engine oils, and two (2) partially filled 55-gallon drums of Jet fuel sump and used oil; all materials were stored properly and appeared to be in good condition. The drums were stored within secondary containments and were clearly labeled. There were no signs of spills or leaks. Based on the quantity and condition of these materials/products, there is no REC for the subject property.
- During the site visit, EPAC visually observed an indoor and outdoor floor drain leading to an oil/water separator. There were no signs of staining or buildup around the storm drains. EPAC questioned facility manager, Jared Eggert, regarding the oil/water separator. According to Mr. Eggert, there has been minimal use of the floor drains and the oil/water separator has not required servicing. Based on visual observations and interview during the site visit, there does not appear to be any misuse of the floor drains that would lead to an environmental impact.
- On August 6, 2007, a Phase I ESA was completed by Metcalf & Eddy, Inc. for the subject property and west adjacent vacant parcels. No RECs were identified in the ESA.
- A review of available aerial photographs was performed dating back to the year 1938. The aerial review indicated there were no potential environmental liabilities (i.e. drums, landfills, etc.) observed on the subject property.

- The State of Florida Department of Community Affairs Contracted Radon Survey indicates that this site is located within an area of Hillsborough County where radon controls for radon protection are generally unnecessary. However, definitive evidence for radon can only be determined by testing.
- The subject property is not located within the boundaries of a designated wetland area.
- An asbestos survey was not included as part of the Phase I Environmental Site Assessment. Therefore, EPAC cannot testify to the asbestos content, if any, of on-site building materials. Given the age of the hangar, it is unlikely that asbestos containing materials were used in its construction. Compliance with state and federal regulations requires an AHERA-style asbestos survey be conducted prior to any renovation or demolition.
- Based on a review of applicable federal, state and local county listings, there is no recognizable evidence suggesting environmental liability as a result of activities on the neighboring facilities.

Based on the information obtained for this Phase I Environmental Site Assessment, the assessment has revealed no evidence of RECs. As such, no further assessment is warranted.

1.0 INTRODUCTION

EPAC Environmental Services, Inc. received authorization to perform a Phase I Environmental Site Assessment (ESA) of the Hangar Building (subject property) located within Tampa International Airport, at 4201 Jim Walter Boulevard, in the city of Tampa, Hillsborough County, Florida by Mr. Todd Anderson of Sheltair Aviation Services.

The intent of this investigation was to identify and evaluate potential environmental liabilities such as releases to the environment, or potential releases to the environment of hazardous substances or petroleum products on or in the vicinity of the property in question; in accordance with ASTM E1527-13 guidelines. These releases would be a **Recognized Environmental Condition (REC)**.

Recent changes to the Phase I standards (ASTM 1527-13) redefine environmental conditions as follows:

- **Recognized Environmental Condition (REC)** - The presence or likely presence of hazardous substances or petroleum products in, on, or at a property, due to any release to the environment, under any conditions indicative of a release to the environment, or under conditions that pose a material threat of a future release to the environment. An example would be indications of an oil spill or chemical spill at a property.
- **Historical REC (HREC)** – These are past releases that have occurred and which have been addressed to the satisfaction of the applicable regulatory oversight agency (usually either a state environmental agency or the Federal USEPA), or which meet unrestricted use criteria without the addition of any required controls (such as property use restrictions, engineering controls, activity and use limitations, etc.). For example, this might be a release to the environment that has been cleaned up to the satisfaction of the applicable regulatory agency.
- **Controlled REC (CREC)** – These are past releases that have occurred and which have been addressed to the satisfaction of the applicable regulatory oversight agency, but at which the hazardous material or petroleum product has been allowed to remain in place subject to the use of some form of required control. An example would be the presence of soil contamination which is allowed to remain in place by the regulatory agency at a property, but the property is required to construct an impermeable cap above the contamination or prohibit soil disturbance or the drilling of a potable water well.

The ESA was performed by Ms. Rachel Jayson under the supervision of a State of Florida Licensed Professional Consultant, Mr. Beda C. Dondi, P.G.

The scope of services authorized and performed as part of the Phase I Environmental Site Assessment included:

- A review of Federal, State and local regulatory compliance.
- Identification and assessment of any potential contamination source areas.
- Examination of any historical property ownership.
- A review of public records for environmental liens
- Evaluation of hazardous substances utilized on site as well as proper storage and management (MSDS, manifests, etc.)
- A review of aerial photographs to evaluate potential liabilities that may result from peripheral operations.
- Visual inspection of adjoining properties
- Interviews of current owners and/or occupants of the subject property, as applicable
- Comprehensive site inspection to identify and assess any possible chemical spills, poor housekeeping, underground storage tanks, etc.

This report documents those environmental concerns observed on the subject property and neighboring properties, and where appropriate, the associated risks to the environment.

Although the survey may not disclose all potential liabilities, every reasonable attempt has been made to do so within the scope of work agreed upon between EPAC Environmental Services, Inc. and Sheltair Aviation Services.

2.0 SUMMARY OF PREVIOUS ENVIRONMENTAL SITE ASSESSMENTS (ESAs)

August 6, 2007, a Phase I ESA was completed by Metcalf & Eddy, Inc. for the subject property and west adjacent vacant parcels. The report indicated a historic fueling facility was located on the westernmost parcel (known as Hangar One – FDEP ID# 298625844) from the 1950s until 1971. The former fuel farm did have known contamination, which was remediated and granted a no further action (NFA) in 2007 deeming the property clean by Hillsborough County Environmental Protection Commission (ECP) and the Florida Department of Environmental Protection (FDEP). There were no additional documented contaminated sites within proximity to the subject property. As such, no RECs were identified, and no further assessment was warranted.

On January 22, 2016, EPAC submitted a Phase II ESA which included the installation and sampling of five (5) monitoring wells on a property approximately 650 feet west of the subject property. Groundwater samples were analyzed for petroleum-related constituents. Trace concentrations were detected, however, were within state standards.

Based on the information and conclusions from both ESAs, it is unlikely that an environmental impact has occurred on the subject property. Therefore, these assessments do not indicate any onsite RECs.

The Phase I and II ESAs are attached as **Appendix 6**.

3.0 CURRENT SITE CHARACTERISTICS

3.1 Site Description & Operations

The 1.5-acre property (subject property) consists of a 20,719-sf leased airport hangar building with office space, concrete and asphalt-paved exterior surfaces, chain-link barbed wire fencing, interior and exterior floor drains, oil water separator, interior floors with concrete finishing, one (1) 12,000-gallon Jet-A fuel aboveground storage tank (AST), and one (1) 100-gallon diesel emergency generator AST. First constructed in 2009, the building is currently occupied by JHS Management, and is used as a private hangar with minor fueling operations.

3.2 Site Reconnaissance

The site investigation was performed on August 13, 2018. The subject property is located on the southeast side of Tampa International Airport. The site can further be described as being located north of Jim Walter Boulevard. A Site Location Map illustrating the subject property location is provided as **Figure 1**. A Site Plan Map and Site Photographs are provided as **Figure 2** and **Appendix 1**, respectively.

3.3 Site Utilities

Electricity and telephone services are available for the subject property.

Presently, there is no on-site disposal of wastewater on the subject site (i.e. Septic System). Therefore, the introduction of hazardous materials through an on-site wastewater disposal system is not an REC at this time.

3.4 Asbestos Containing Material

Building materials such as drywall, floor tile, and acoustical ceiling tile have been known to contain asbestos. Considering the subject property was built in 2009, it is unlikely that asbestos containing materials (ACM) were used in its construction.

An asbestos survey was not included as part of the Phase I Environmental Site Assessment. Therefore, EPAC cannot testify to the asbestos content, if any, of on-site building materials. Compliance with state and federal regulations requires an AHERA-style asbestos survey be conducted prior to any renovation or demolition.

3.5 Potential for Contamination: Use of Chemicals/Hazardous Substances/Oils

A. Aboveground and Underground Storage Tanks (ASTs and USTs)

During the site visit, EPAC visually observed one (1) steel 12,000-gallon Jet-A fuel, double-walled AST located on a concrete pad. According to FDEP records, the tank was first registered in October 2009. EPAC reviewed documents available through the FDEP Information Portal. The AST underwent several routine inspections from 2010 until February of 2018. There were some noncompliance issues related to annual testing and recordkeeping; however, all issues were rectified and there were no reports of faulty equipment, tank spills or leaks. As of March of 2018, the facility is currently in compliance with county and state petroleum tank regulations. Documents pertaining to the AST are attached as **Appendix 7**.

One (1) 100-gallon emergency diesel generator AST was visually observed on the subject property. Considering the tank size, the tank does not need to be registered and inspected by the state. EPAC did not visually observe any signs of leaks or spills.

Based on visual observation and regulatory review, these tanks do not appear to have created an environmental impact or REC for the subject property.

B. Hazardous Materials and Petroleum Products Used or Stored Onsite

During the site visit, EPAC identified hazardous materials stored onsite such as small containers of paint, paint thinners, and paint-related solvents, hydraulic and engine oils. The containers were stored within fire-resistant safety cabinets located inside the hangar on an impervious concrete surface.

During the site visit, there were two (2) partially filled 55-gallon drums of Jet fuel sump and used oil located within the hangar on an impervious concrete surface. The drums were stored within secondary containments and were clearly labeled. There were no signs of spills or leaks.

EPAC interviewed facility manager, Mr. Jared Eggert, in regards to the drums. According to Mr. Eggert, the drums are used very infrequently and have been hauled away two (2) or three (3) times in the past ten (10) years.

Based on the site visit, the tenants appear to be properly handling hazardous materials and petroleum products. Additionally, they are taking extra precautions in the event of a spill (i.e. secondary containment, indoors, on an impervious surface). As such, it is unlikely that these materials have created an environmental impact for the subject property at this time.

C. Unlabeled Containers and Drums

There were no unlabeled containers or drums noted within the subject property during the site inspection.

D. Disposal Locations of Regulated/ Hazardous Waste

During the site visit, EPAC visually observed an indoor and outdoor floor drain which leads to an oil/water separator. There were no signs of staining or buildup around the storm drains. EPAC questioned Mr. Eggert in regards to the oil/water separator. According to Mr. Eggert, there has been minimal use of the floor drains and the oil/water separator has not required cleaning.

Based on visual observations and interview during the site visit, there does not appear to be any misuse of the floor drains that would lead to an environmental impact.

E. Radiological Hazards

No radiological substances or equipment was observed or reported stored on the subject property.

F. Evidence of Releases

During the site investigation, there were no signs of releases (i.e. stained surfaces, discolored vegetation, petroleum odors, rusted drums).

3.6 Electrical Transformers

There was no evidence of leaking electrical transformers observed within the subject property; therefore precluding a concern for polychlorinated biphenyl (PCB) from this source at this time.

3.7 Site Geology

The Soil Survey of Hillsborough County produced by the United States Department of Agriculture Natural Resources Conservation Service indicates the predominant surficial soils of the subject property belong to the following series:

Arents, nearly level

Arents consist of nearly level, heterogeneous soil material. This material has been excavated, reworked, and reshaped by earthmoving equipment. Arents are near urban centers, phosphate mining operations, major highways, and sanitary landfills.

Most soil properties are variable. The depth to the seasonal high water table varies with the amount of fill material and artificial drainage. Permeability and the available water capacity vary widely from one area to another.

3.8 Site Elevation

The U.S.G.S. topographic maps for the Gandy Bridge, Florida quadrangle indicates that the elevation for the subject property is approximately twenty (20) to twenty-five (25) feet above mean sea level with no appreciable topographic relief.

3.9 Wetlands

Based on the site investigation, it was evident that the subject property exists within an upland area. In order to confirm that this parcel does not exist within a wetland area, the US Fish and Wildlife Service National Wetland Inventory Map (2018) was reviewed. According to the information obtained from this source, the subject property is not located within the boundaries of a designated wetland area.

3.10 Groundwater Flow

Groundwater studies indicate that regional flow is likely in a southwesterly direction. Groundwater flow beneath the subject property may be influenced by surface topography, bedrock geology, and nearby surface water bodies and production wells.

3.11 Wellfield Protection

According to Hillsborough County Potable Water Wellfield Protection Areas Map (2004), the subject property is not located within the cone of influence of a potable water supply area and therefore is not likely to be subject to land use restrictions regarding hazardous materials (i.e. fuel) usage and storage.

3.12 Lead In Drinking Water

Public water utilities provided by the City of Tampa are available for the subject property. Public water sources are required to perform laboratory testing to ensure that Lead and other contaminants are not present in the drinking water distribution system.

EPAC did not conduct a drinking water survey as part of this scope of work, and as such cannot make testimony to the drinking water quality for the subject property.

3.13 Radon

The Florida Department of Business and Professional Regulation's Florida Radon Protection Maps indicates that this site is located within an area of Hillsborough County where radon controls for radon protection are generally unnecessary. However, definitive evidence for radon can only be determined by testing. A Florida Radon Protection Map is attached as **Appendix 3**.

4.0 CURRENT AREA CHARACTERISTICS

In addition to the on-site inspection of the subject property, the surrounding area was surveyed to identify any facilities which typically present environmental risks such as industrial/commercial complexes, dry cleaners, and gasoline service stations. All HREC, CREC, and licensed facilities are listed in **Appendix 5** and, when pertinent, in detail in **Section 7.0 Area Regulatory Information**.

4.1 Abutting Properties

The subject property is situated within a mixed commercial and industrial area of Tampa.

The north adjoining property is an airport taxiway; south adjoining is a service road, followed by a grass swale, followed by Jim Walter Boulevard, followed by a parking lot and garage; west adjoining is a vacant lot; east adjoining is vacant land, followed by a grass swale, followed by an overflow parking lot for Moffit Cancer Center. Based on the current uses of these parcels, they do not appear to utilize significant quantities of hazardous materials or petroleum products on-site. In addition, these adjoining parcels are not listed in the regulatory report. Therefore, there is no record of HREC and/or CREC. As such, activities on these properties are unlikely to have caused an environmental condition on the subject property.

Adjacent Site Photographs are provided as **Appendix 1**.

4.2 Properties Within 1,000 feet Radius

Properties located within 1,000-ft are surveyed for documented records of release and/or potential for release from a storage tank. There are two (2) facilities located within 1,000 feet that are documented as having a record of release. Based on their geographic

locations, it is unlikely these facilities have environmentally impacted the subject property. Details for these sites are provided in **Section 2.0** and/or **Appendix 5**.

4.3 Area Utilities

Water supply services provided by the City of Tampa are available in the area. Other utilities such as telephone, cable and electric are also available in the area.

4.4 Area Geology/Hydrogeology

Geology

Geologic units of interest in the Tampa Bay area are divisible into seven units. From the base to the surface they are: 1) the Avon Park limestone (Eocene), 2) the Ocala Group (Eocene), 3) the Suwannee Limestone (Oligocene), 4) the Tampa Limestone (Miocene), 5) the Hawthorn Formation (Miocene), 6) undifferentiated deposits (Pliocene to Pleistocene), and 7) surficial sediments (Pleistocene to Holocene).

The Avon Park limestone consists of fossiliferous limestone and dolostone. It is generally very fine to medium grained, moderate yellowish brown, exhibits crystalline or saccharoidal texture, and tends to be porous.

The Ocala Group consists of three members. They all are generally cream to white, foraminiferal, and loosely cemented. Interlayers of chert and gray to brown dolomite are common in the middle unit.

The Suwannee Limestone is generally composed of hard, yellow or cream, fossiliferous limestone. Quartz sand and dolomite interbeds are common near the base. Chert lenses and macrofossils are common in the upper part of the unit.

The Tampa Limestone consists of limestone exhibiting various amounts of quartz sand and clay in a carbonate matrix. The decrease or absence of phosphorite and an increase in quartz sand indicates the contact with the overlying Hawthorn Formation.

The Hawthorn Formation is divisible into three units. The lower portion is usually dolomitic limestone containing various amounts of interbedded quartz sand, clay, and phosphates. The middle portion consists of interbedded sandy carbonate, clayey sand, and sandy clay. The upper Hawthorn is largely composed of clastic deposits consisting of quartz sand, phosphate sand and pebbles, and light green to gray clay. To the north these units merge to a single unit dominated by sandy phosphoric clay. Undifferentiated deposits and surficial sediments change from locality to locality due to variations in lithology, geometry, and erosion. They may consist of clayey and pebbly sand, clay, marl, shell material, and phosphate nodules.

Hydrogeology

The groundwater system in Hillsborough County is divisible into three units, the lowermost of which is the Floridan aquifer.

The Floridan aquifer is composed of the Avon Park limestone, Ocala group, Suwannee limestone, and Tampa limestone. The upper Floridan aquifer provides the principal source of groundwater for the area and is separated from the lower Floridan aquifer by a confining unit in the lower part of the Avon Park limestone. Water quality deeper than approximately 700 feet is poor.

The intermediate aquifer system includes the Hawthorn Formation and undifferentiated deposits. Due to the variable lithologies present, confining beds and permeable zones are locally different. Water quality is generally good, except near the coast.

The surficial aquifer is primarily composed of medium to fine grained quartz sand with some interbedded clay. Units vary locally. Water quality is generally good, except near the coast, as in the intermediate aquifer.

5.0 SITE HISTORY- 1900 to Date

To aid in the determination of past property usage, a review of readily available public records and historical aerial photographs was performed. In addition, interviews of persons familiar with the site may have also been conducted to provide additional site history.

5.1 County Recorder/Assessor

Until 1947, the subject property was owned by United States of America (Drew Field). In 1947, the City of Tampa owned the subject property. Property ownership was transferred in 1971 to Hillsborough County Aviation Authority, who is the current owner.

5.2 Property Usage/Occupants

EPAC reviewed available city directories for the subject property compiled by Environmental Data Resources (EDR). The city directories reported the following tenants occupied the property:

Source: EDR Digital Archive

Year	Uses
2010	JHS Flight Department
2014	Advisor Resources LLC
2014	JHS Management LLC
2014	Kingstree Office One LLC
2014	Woodford Thoroughbred Holdings LLC

Based on the city directory, it is likely minor uses of petroleum products and hazardous materials/waste related to airplane fueling and light maintenance have been stored, utilized, and/or generated onsite. However, based on the regulatory review, site visit, and overall immaculate condition of the relatively new building, it is unlikely that these uses have created an environmental impact for the subject property. As such, there is no REC based on tenant history.

5.3 Aerial Photographs

A review was performed on applicable Hillsborough County and Florida State aerial photographs for Section **9** Township **29 South**, Range **48 East** since 1938. Please note, some photographs were extracted from a previous Phase I ESA conducted in 2007. Aerial Photographs are included as **Appendix 2**.

Descriptions of the aerial photography are as follows:

Year	Description
1938	Subject and adjoining properties are depicted as undeveloped and covered in natural vegetation.
1948	Subject, north, and west adjoining properties are cleared and undeveloped. East and south adjoining are developed with unidentifiable buildings.
1965	Subject and adjoining properties appear relatively unchanged.
1973	Subject property appears relatively unchanged. Additional buildings are present on the east adjoining property.
1975	Subject and adjoining properties appear relatively unchanged.
1980	Subject property appears relatively unchanged. Additional buildings are present on the east adjoining property.
1984	Subject and adjoining properties appear relatively unchanged.
1987	Subject and adjoining properties appear relatively unchanged.
1991	Subject and adjoining properties appear relatively unchanged.
1995	Subject and adjoining properties appear relatively unchanged.
1998	Subject and adjoining properties appear relatively unchanged.
2003	Subject property appears relatively unchanged. East adjoining property building has been demolished and replaced by an asphalt paved parking lot.
2008	Taxiway has been constructed north of the subject property, and a service roadway is developed east and south adjacent to the subject property. The subject property and undeveloped land appear to be in the early stages of construction.
2013	Subject property hangar, apron, and AST are located onsite. Adjoining properties appear relatively unchanged.
2018	Subject and adjoining properties appear relatively unchanged.

Throughout the aerial review, there were no observable environmental liabilities (i.e. landfills, etc.) noted on the subject property.

5.4 Sanborn Maps

Sanborn Maps for the area were not available as the area is unmapped. The certified Sanborn results are provided as **Appendix 4**.

6.0 AREA HISTORY-1900 to Date

EPAC Environmental Services, Inc. reviewed uses of surrounding properties in an attempt to locate facilities of potential concern. Facilities can be generally described as hangars, medical buildings, etc.

Background information regarding past practices in the vicinity of the site were reviewed. The sources of this information include historic aerial photographs, client provided information, federal and state regulatory databases.

In 1928, Tampa International Airport was first constructed, and known as Drew Field. The airport was used by the United State Army Air Corps from 1940 until the 1960s. International flights began in the 1950s and Drew Field was renamed Tampa International Airport. In the 1970s, the aviation authority expanded the airport to accommodate more commercial flights.

7.0 REGULATORY INFORMATION

EPAC examined published listings of the Environmental Protection Agency (EPA) and other applicable federal, state, and local databases for the surrounding properties through a First Search Report from Environmental Data Resource (EDR). Data from governmental agency lists are updated and integrated into one database, which is updated as these data are released. This integrated database also contains postal service data in order to enhance address matching. Records from one government source are compared to records from another to clarify any address ambiguities. The demographic and geographic information available provides assistance in identifying and managing risk. A copy of the environmental database search, performed on August 15, 2018, is included in **Appendix 5**.

Federal NPL

The National Priorities List (NPL) is the Environmental Protection Agency (EPA) database of uncontrolled or abandoned hazardous waste sites identified for priority remedial actions under the Superfund Program.

The subject property is not listed as a NPL facility. No NPL sites are located within one mile radius of the subject property.

Federal Delisted NPL Sites

The NPL Delisted Sites are sites previously on the NPL list which have been remediated and have been removed from the EPA's priority list.

The subject property is not listed as a Delisted NPL facility. No Delisted NPL sites are located within a one-half mile radius of the subject property.

Federal CERCLIS List

The Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) list is a compilation of sites that the EPA has investigated or is currently investigating for a release or threatened release of hazardous substances.

The subject property is not listed as a CERCLIS facility. No CERCLIS sites are listed within a one-half mile radius of the subject property.

Federal CERCLIS NFRAP Sites List

The CERCLIS No Further Remedial Action Planned (NFRAP) List is a compilation of sites that the EPA has investigated, and has determined that the facility does not pose a threat to human health or the environment, under the CERCLA framework.

The subject property is not listed as a CERCLIS NFRAP facility. No CERCLIS NFRAP sites are listed within a one-half mile radius of the subject property.

Federal Resource Conservation and Recovery Act (RCRA) CORRACTS Facilities List

The EPA Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Treatment, Storage and Disposal (TSD) database is a compilation by the EPA of reporting facilities that treat, store or dispose of hazardous waste. The CORRACTS database is the EPA's list of treatment storage or disposal facilities subject to corrective action under RCRA.

The subject property is not listed as a RCRA CORRACTS TSD facility. No RCRA CORRACTS TSD facilities are listed within a one mile radius of the subject property.

Federal Resource Conservation and Recovery Act (RCRA) Non-CORRACTS TSD Facilities List

The RCRA TSD database is a compilation by the EPA of reporting facilities that treat, store or dispose of hazardous waste.

The subject property is not listed as a RCRA-TSD facility. No RCRA TSD sites are listed within a one-half mile radius of the subject property.

Federal RCRA Generator List

The RCRA program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Generators database is a compilation by the EPA of reporting facilities that generate hazardous waste.

The subject property is not listed as a RCRA Generator facility.

One (1) RCRA generator is located 730 feet east of the subject property. The site, Moffit International Plaza, is a conditionally exempt small quantity generator (CESQG) with no reported violations.

Based on the status and geographic location of this site, there is no REC for the subject property.

Federal Institutional Control/Engineering Control Registries (IC/EC)

The Federal Institutional Control/Engineering Control Registries is a database used to record institutional controls, land use restrictions and engineering control requirements on contaminated properties.

No Federal Institutional Control or Engineering Controls were listed for the subject property.

Federal Emergency Response Notification System (ERNS)

The Emergency Response Notification System (ERNS) is a national database used to collect information on reported release of oil or hazardous substances.

No ERNS sites were listed on the subject property.

State and Tribal CERCLIS List

State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially parties.

The subject property is not listed as a State and Tribal CERCLIS site. No State and Tribal CERCLIS sites are listed within a one-half mile radius of the subject property.

State and Tribal Solid Waste Facilities (SWL)

A database of SWL is generated by FDEP.

The subject property is not listed as a SWL facility.

No SWL facilities are listed within a one-half mile radius of the subject property.

State and Tribal Leaking Storage Tank List (LTANKS)

The FDEP compiles lists of all leaks of hazardous substances from storage tanks.

The subject property is not listed as an LTANK.

Six (6) LTANK facilities are identified within a one-half mile radius of the subject property. Based on the geographic distance of these facilities, there is no REC for the subject property at this time.

State and Tribal Underground/Aboveground Storage Tank List (UST/AST)

The FDEP compiles a list of UST/AST locations.

The subject property is listed as an AST facility. Details regarding the onsite ASTs are discussed in **Section 3.5** above.

One (1) UST/AST facility (**Moffit Cancer Center at International Plaza**) is located on the 730 feet east of the subject property. Based on the geographic location of these tanks, there is no REC for the subject property.

State and Tribal Institutional Control/Engineering Control Registries

The FDEP compiles a list of Institutional Control and Engineering Controls.

The subject property is not listed as having an Institutional Control or Engineering Control.

State and Tribal Voluntary Cleanup Sites

The FDEP compiles a list of Voluntary Cleanup Sites.

The subject property is not listed as a Voluntary Cleanup Site. No Voluntary Cleanup Sites are listed within a one-half mile radius of the subject property.

State and Tribal Brownfield Sites

The FDEP compiles a list of Brownfield Sites.

The subject property is not listed as a Brownfield Site. One (1) Brownfield Site is listed within a one-half mile radius of the subject property. Based on the geographic location of this site, there is no REC for the subject property.

State Other Haz Sites

The FDEP compiles a list of Other Haz Sites.

The subject property is not listed as an Other Haz Site. No Other Haz Sites are listed within a one-quarter mile radius of the subject property.

State Spills Sites (SPILLS)

The FDEP compiles a database of contaminated facility reports for facilities that currently have contamination.

The subject property is not listed as a SPILLS facility. No SPILLS facilities were identified adjacent to the subject property.

The regulatory review has revealed no potential evidence of recognized environmental conditions in connection with the subject property at this time.

8.0 INTERVIEWS

Interviews were conducted with the following individuals. Findings from these interviews are discussed in the appropriate sections in this report.

8.1 Interview with Owner/Site Manager/Occupant

EPAC was escorted by facility manager, Mr. Jared Eggert, for the subject property during the site visit. Information from Mr. Eggert has been included in the appropriate sections of this report.

8.2 Local Government Officials/Databases

EPAC reviewed documents available in the FDEP Information Portal and Oculus database systems, which include Hillsborough County ECP reports. These databases are maintained by the FDEP.

9.0 DATA GAPS

The specific limiting conditions to this Environmental Site Assessment are set forth below:

- EPAC did not perform a search for environmentally-related liens or deed restrictions recorded against the subject property, at the Client's request. This data failure, as defined in the ASTM E 1527-13 guidelines, has occurred in attempting to document environmental restrictions recorded against the subject property. This data failure is not critical, but should restrictions exist, they may hinder future use and/or development of the subject property.

10.0 CONCLUSIONS

EPAC Environmental Services, Inc. performed a Phase I Environmental Site Assessment of the Hangar Building located at 4201 Jim Walter Boulevard, Tampa, Hillsborough County, Florida, in accordance with ASTM Standard Practice E1527-13, and the Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (40 CFR Part 312). All reasonably available information pertaining to the subject property was obtained and reviewed regarding environmental liability.

10.1 On-Site Environmental Concerns

EPAC has not identified any onsite environmental concerns for the subject property at this time.

10.2 Off-Site Environmental Concerns

EPAC has not identified any off-site environmental concerns for the subject property at this time.

10.3 Recommendations

Based on the information obtained for this Phase I Environmental Site Assessment, the assessment has revealed no evidence of REC, HREC, or CREC. As such, no further assessment is warranted.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of the agreement between Mr. Todd Anderson and EPAC Environmental Services, Inc. of the Hangar Building located at 4201 Jim Walter Boulevard, Tampa, Hillsborough County, Florida.

11.0 REFERENCES/DATA SOURCES

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

Environmental Data Resources, *FirstSearch Report and City Directory Abstract*, dated August 15, 2018

Florida Department of Business and Professional Regulation – Florida Radon Research Project: Florida Radon Protection Maps

Florida Department of Environmental Protection: FDEP Information Portal and OCULUS

Florida Department of Transportation - A Plus Aerial Photographs

Hillsborough County Potable Water Wellfield Protection Areas Map (2004)

University of Florida Digital Collections; Aerial Photography

US Fish and Wildlife Service - National Wetlands Inventory Map updated May of 2016

USGS 7.5 Minute Series Topographic Map – Gandy Bridge, Florida Quadrangle

United States Department of Agriculture, Natural Resources Conservation Service: *Soil Survey of Hillsborough County, Florida*

12.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental professional* as defined in §312.10 of 40 CFR 312 and We have the specific qualifications based on education, training, and experience to assess a *property* of the nature, history, and setting of the subject *property*. We have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

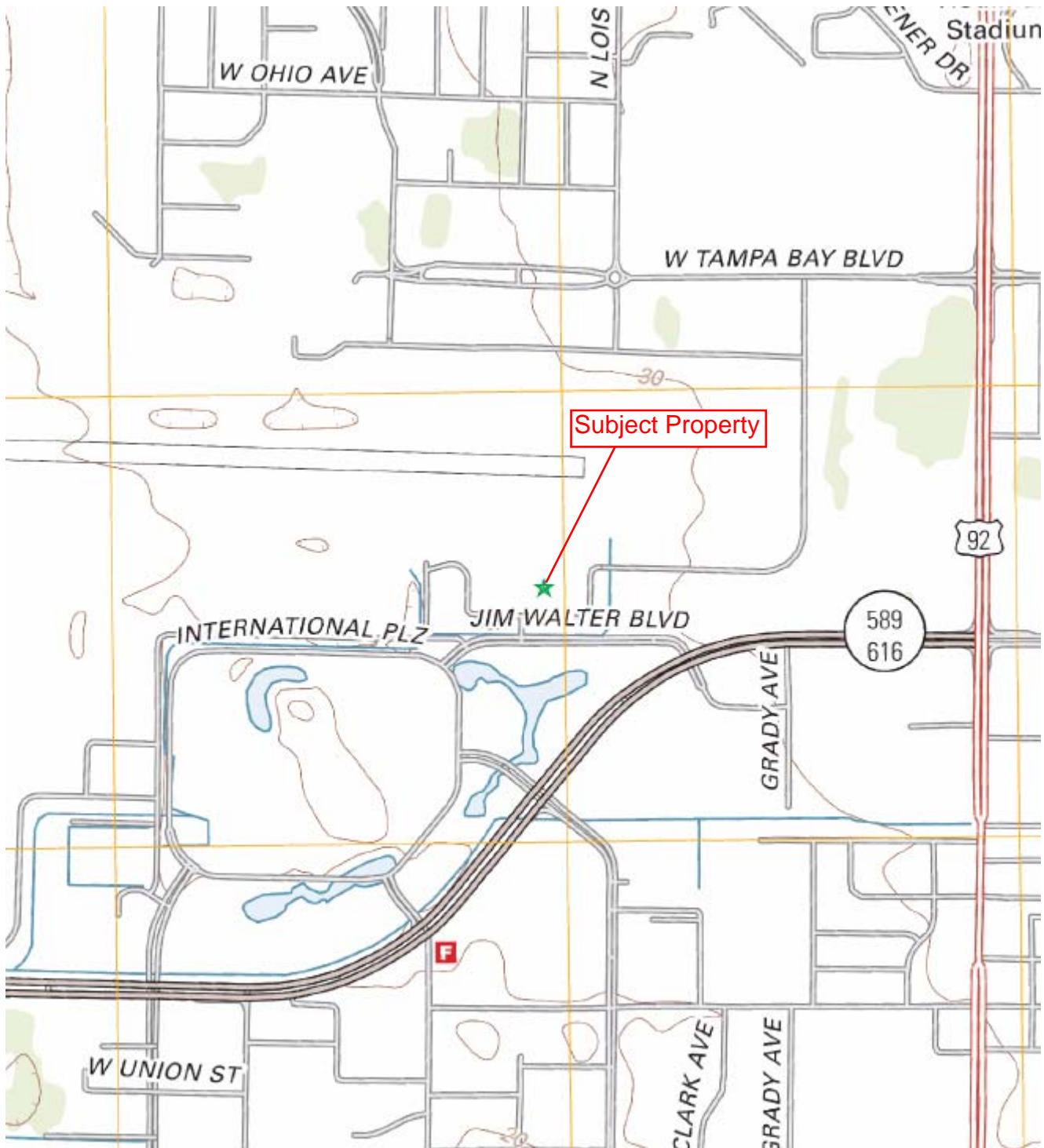


Rachel Jayson
Environmental Scientist



Beda C. Dondi, P.G.
Principal

**FIGURE 1
SITE LOCATION MAP**

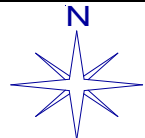


US DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY 7.5' TOPOGRAPHIC QUADRANGLE



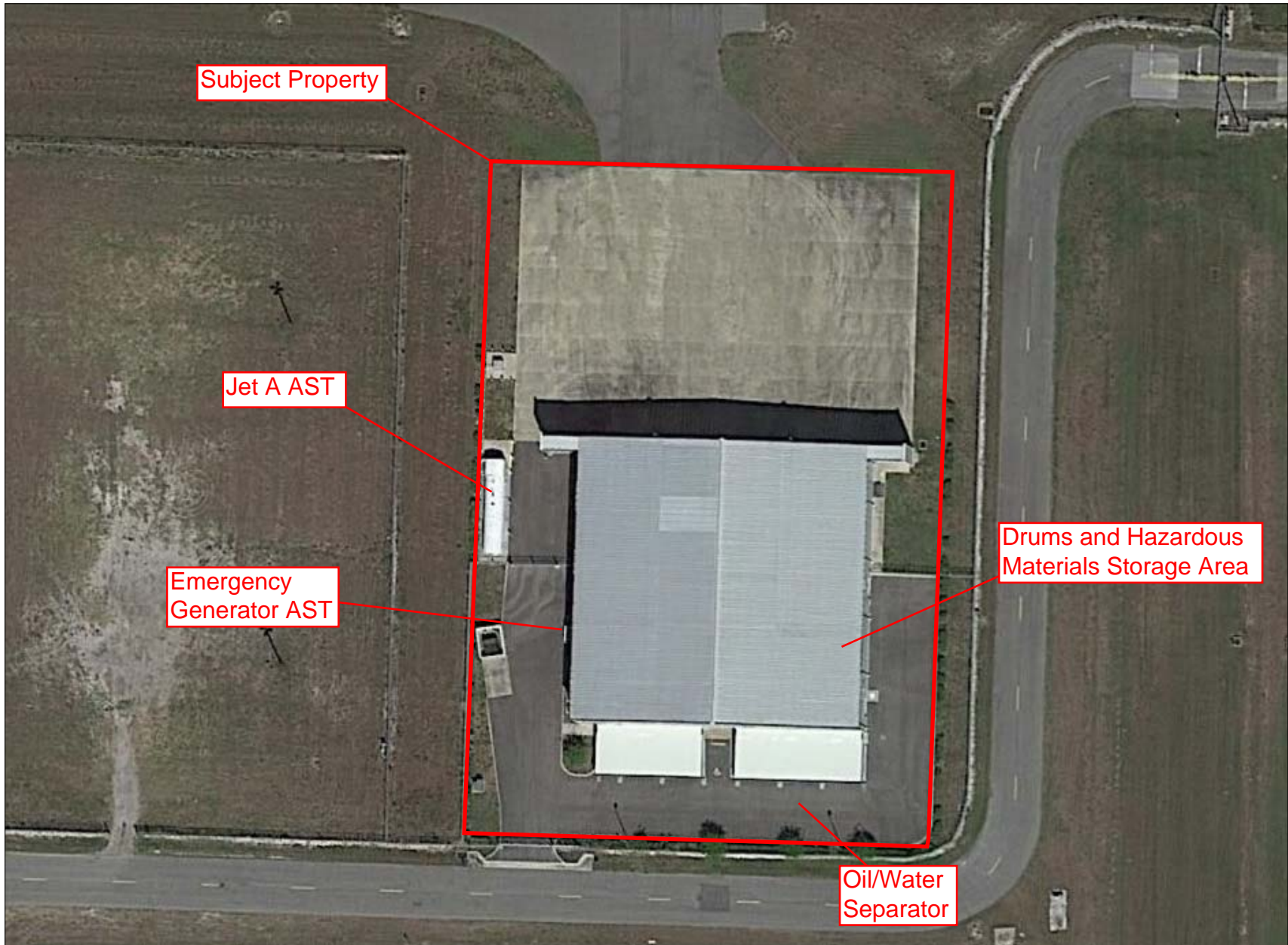
HANGAR BUILDING
4201 JIM WALTER BLVD
TAMPA, HILLSBOROUGH COUNTY
FLORIDA

EPAC No.:
2189065



Topo Quad Name: **Gandy Bridge, Florida**

**FIGURE 2
SITE PLAN MAP**

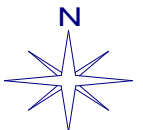


SITE PLAN MAP

HANGAR BUILDING
4201 JIM WALTER BLVD
TAMPA, HILLSBOROUGH COUNTY
FLORIDA

PROJECT #: 2189065

NOT TO SCALE



**APPENDIX 1
SITE PHOTOGRAPHS**



SITE PHOTOGRAPH: EXTERIOR

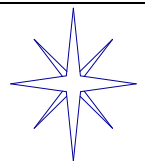


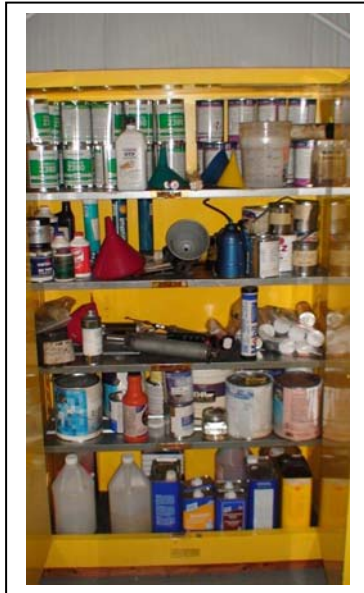
SITE PHOTOGRAPH: HANGAR INTERIOR



**HANGAR BUILDING
4201 JIM WALTER BLVD
TAMPA, HILLSBOROUGH COUNTY
FLORIDA**

**EPAC No.:
2189065**





SITE PHOTOGRAPH: HAZARDOUS MATERIALS

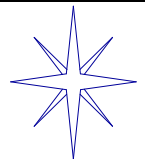


SITE PHOTOGRAPH: 55-GALLON DRUMS USED OIL AND JET FUEL SUMP



HANGAR BUILDING
4201 JIM WALTER BLVD
TAMPA, HILLSBOROUGH COUNTY
FLORIDA

EPAC No.:
2189065





SITE PHOTOGRAPH: INTERIOR FLOOR DRAIN

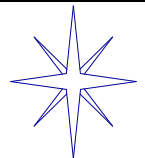


SITE PHOTOGRAPH: OIL/WATER SEPARATOR



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SITE PHOTOGRAPH: JET FUEL AST

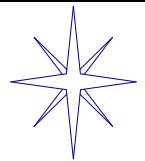


SITE PHOTOGRAPH: DIESEL GENERATOR AST



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NORTH ADJACENT PROPERTY

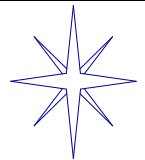


SOUTH ADJACENT PROPERTY



**HANGAR BUILDING
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FLORIDA**

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WEST ADJACENT PROPERTY



EAST ADJACENT PROPERTY



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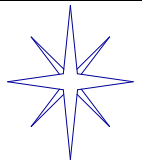


Exhibit 7

Non-Signatory Rates and Charges



Non-Signatory and Signatory Rates & Charges Commencing October 1, 2018

	<u>NON-SIGNATORY RATE</u>	<u>SIGNATORY RATE</u>
LANDING FEES:	\$1.636/1000#s CMGLW	\$1.578/1000#s CMGLW
COMMON USE FEES:	\$1.71 per enplanement	\$1.64 per enplanement, if less than 5% of projected total enplanements; or \$32,699.32 per month (15%) plus \$1.40 per enplanement, if greater than 5% of projected total enplanements. (85%)
WEIGHTED TERMINAL BUILDING RENTAL RATES:		
Ticket Counter, Offices, Other	\$243.89 per sq. ft./year	\$233.80 per sq. ft./year
Bag Service Office, Curbside Check-In	\$207.30 per sq. ft./year	\$198.73 per sq. ft./year
Baggage Make-Up, Level 2 Conveyor, Tug Drive	\$97.56 per sq. ft./year	\$93.52 per sq. ft./year
AIRSIDE BUILDING RENTAL RATE:		
Airside Building (A/S A, C, E, F)	\$104.89 per sq. ft./year	\$101.34 per sq. ft./year
AIRCRAFT OFF-GATE PARKING FEES BY CLASSIFICATION (flat fee, 2 hours or longer):		
Commuter	\$ 11.66	\$ 11.24
Narrow Body	\$ 57.53	\$ 55.49
Wide Body	\$163.42	\$157.63
HOLD ROOM, GATE AND LOADING BRIDGE LEASE	\$26,222.50 per month	\$25,335.00 per month
GATE USE RATE PER USE (HCAA)		
Commuter:		
Non-Signatory - includes hold room, apron & bag makeup	\$91.00	\$86.00
Signatory – includes hold room & apron		
Narrow Body:		
Non-Signatory - includes hold room, apron, loading bridge & bag makeup	\$196.00	\$172.00
Signatory - includes hold room, apron, & loading bridge		
Wide Body		
Non-Signatory - includes hold room, apron, loading bridge & bag makeup	\$330.00	\$259.00
Signatory - includes hold room, apron, & loading bridge		
SERVICE	FEE	
PFC	\$4.50 less \$0.11 collection compensation per enplaned passenger	
Federal Inspection Service Facility	\$3.00 per deplaned international passenger	
PER USE FACILITIES (HCAA)	Curbside per use: \$26.00 per flight Ticket Counter per use: \$19.00 per position per use	
Cargo Aircraft Parking Apron	(Flat fee, two hours or more)	
Up to 12,500 lbs. MGLW	\$ 8.80	
12,501 lbs. to 220,000 lbs. MGLW	\$44.00	
Over 220,001 lbs. MGLW	\$88.00	
HCAA International Club Room	\$100.00 / 4-hour period \$ 25.00 / each additional hour \$200.00 maximum per day	

Exhibit 8

Guaranty Agreement of Sheltair Aviation Services, LLLP

GUARANTY AGREEMENT

FOR VALUABLE CONSIDERATION, the undersigned, **Sheltair Aviation Services, LLC**, a Florida limited liability company (hereinafter called "Guarantor"), for itself, its representatives, successors, and assigns, hereby unconditionally guarantees to **Hillsborough County Aviation Authority**, a public body corporate existing under the laws of the State of Florida (hereinafter called "Authority"), and its successors, participants, endorsees or assigns, the due performance and full and prompt payment whether at maturity or by acceleration or otherwise, of any and all obligations and indebtedness of **Sheltair Aviation Tampa, LLC**, a Florida limited liability company (hereinafter called "Company"), to the Authority pertaining to that certain Amendment and Restatement of Lease and License Agreement for Commercial Fixed Base Operation ("Lease"), a copy of which is attached hereto as Exhibit "A".

1. The word "indebtedness" is used herein to include any and all debts, obligations and/or liabilities of the Company under the Lease in favor of the Authority, whether voluntary or involuntary and, however arising, whether absolute and contingent, liquidated, determined or undetermined and whether Company may be liable individually or jointly with others. This is a Continuing Guaranty relating to said indebtedness.

2. The obligations hereunder are independent of the obligations of Company and a separate action or actions may be brought and prosecuted against Guarantor whether such action or actions is brought against Company or whether Company be joined in any such action or actions.

3. Guarantor authorizes Authority, after written notice to Guarantor, and without affecting its liability hereunder, from time to time, to: (a) renew, amend, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of, the indebtedness or any part thereof; (b) take and hold security for the payment of this guaranty or the indebtedness guaranteed, exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Authority in its discretion may determine. The liability of the Guarantor shall be reduced by the amount paid by any of the above provisions.

4. Guarantor waives any right to require Authority to (a) proceed against Company; (b) proceed against or exhaust any security held by Company; or (c) pursue any other remedy in Authority's power whatsoever. Guarantor waives any defense arising by reason of the cessation from any cause whatsoever of the liability of Company, except the defense of payment, and until all indebtedness of Company to Authority shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Authority now has or may hereafter have against Company, and waives any benefit of, and any right to participate in any security now or hereafter held by Authority. Guarantor hereby indemnifies Authority against loss, cost or expense, by reason of the assertion by the Company of any defense of its obligations under any of the aforesaid instruments, or resulting from the attempted assertion by the Guarantor of any defense hereunder based upon any such action or inaction of the Company.

Guarantor waives any right or claim of right to cause a marshaling of the Company's assets or to require the Authority to proceed against the Guarantor in any particular order. No delay on the part of the Authority in the exercise of any right, power or privilege under the documentation with the Company or under this guaranty shall operate as a waiver of any such privilege, power or right.

5. Guarantor represents and warrants that it is an affiliate business entity of Company, and therefore Guarantor acknowledges that it has received valuable consideration for the execution and delivery of this Guaranty to Authority.

6. Any indebtedness of Company now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Company to Authority; and such indebtedness of Company to Guarantor, if Authority so requests, shall be collected, enforced and received by Guarantor as Trustee for Authority and be paid over to Authority on account of the indebtedness of Company to Authority, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty Agreement.

7. Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses which may be incurred by Authority in the enforcement of the Company's obligation and/or of this Guaranty Agreement, whether or not a formal action is filed.

8. Upon the default of Company with respect to any of its obligations or liabilities to Authority, or in case Company or Guarantor shall become insolvent or make an assignment for the benefit of creditors, or if a petition in bankruptcy or for corporate reorganization or for an arrangement to be filed by or against Company or Guarantor, or in the event of the appointment for a Receiver for Company or Guarantor or its properties, or in the event that a judgment is obtained or warrant of attachment issued against Company or Guarantor, all or any part of the obligations and liabilities of the Company and/or Guarantor to Authority, whether direct or contingent, and of every kind and description, become immediately due and payable and shall be taken up forthwith by the Guarantor.

9. The Guarantor acknowledges that the Authority has been induced by this Guaranty Agreement to make the Lease with the Company heretofore described, and this Guaranty Agreement shall, without further reference or assignment, pass to and may be relied upon and enforced by any successor or participant or assignee of the Authority in and to any liabilities or obligations of the Company.

10. This Guaranty Agreement shall, for all purposes, be governed by and construed in accordance with the laws of the State of Florida.

11. Anything in the Lease and other related documents or herein to the contrary notwithstanding, the liability of the undersigned Guarantor on account of the interest shall be limited to the highest rate allowable under the laws of the State of Florida.

12. On an annual basis (or more frequently if reasonably required by the Authority), Guarantor shall submit to Authority for its review but not retention a then current dated and certified (by Guarantor) financial statement.

13. GUARANTOR HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION; WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS GUARANTY AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR AUTHORITY TO EXTEND CREDIT TO COMPANY AND NO WAIVER OR LIMITATION OF THIS PARAGRAPH BY AUTHORITY SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON AUTHORITY'S BEHALF.

IN WITNESS WHEREOF, the undersigned Guarantor has caused this Guaranty Agreement to be properly executed on the 11 day of April, 2016.

Signed, sealed and delivered
in the presence of:

Deborah K Antonelli

Print Name: Deborah K. Antonelli

Paula S. Buzzi

Print Name: Paula S. Buzzi

SHELTAIR AVIATION SERVICES, LLC
a Florida limited liability company

By: Gerald M. Holland, M.M.

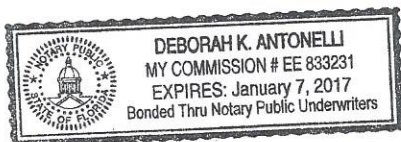
Print: Gerald M. Holland

Title: Manager

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, appeared Gerald M. Holland as Manager of Sheltair Aviation Services, LLC, a Florida limited liability company, who is personally known to me to be the person described in and who executed the foregoing instrument or who has produced his driver's license as identification and acknowledged before me that he executed the same and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of April, 2016.



Deborah K Antonelli
NOTARY PUBLIC