

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE AGREEMENT

JO TPA OFFICE 270, LLC

TAMPA INTERNATIONAL AIRPORT

Board Date: April 4, 2019

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

Table of Contents

| <u>Number</u> | <u>Article Title</u> | |
|---------------|---|----|
| | ARTICLE 1 RECITALS | 1 |
| | ARTICLE 2 DEFINITIONS | 1 |
| | ARTICLE 3 PREMISES | 2 |
| | ARTICLE 4 USES AND RESTRICTIONS | 5 |
| | ARTICLE 5 TERM..... | 7 |
| | ARTICLE 6 PAYMENTS | 8 |
| | ARTICLE 7 OBLIGATIONS OF COMPANY | 10 |
| | ARTICLE 8 COMPANY'S IMPROVEMENTS | 13 |
| | ARTICLE 9 OBLIGATIONS OF THE AUTHORITY | 16 |
| | ARTICLE 10 IMPROVEMENTS AND ALTERATIONS BY COMPANY..... | 17 |
| | ARTICLE 11 MAINTENANCE AND REPAIR OF PREMISES AND COMPANY'S IMPROVEMENTS | 21 |
| | ARTICLE 12 COMMON AREA MAINTENANCE | 23 |
| | ARTICLE 13 TITLE TO IMPROVEMENTS..... | 24 |
| | ARTICLE 14 DEFAULT AND TERMINATION | 25 |
| | ARTICLE 15 DISCLAIMER OF LIENS | 27 |
| | ARTICLE 16 UTILITIES | 28 |
| | ARTICLE 17 INGRESS AND EGRESS..... | 29 |
| | ARTICLE 18 INDEMNIFICATION | 29 |
| | ARTICLE 19 INSURANCE | 30 |
| | ARTICLE 20 SECURITY FOR PAYMENT | 32 |
| | ARTICLE 21 PROPERTY DAMAGE | 32 |
| | ARTICLE 22 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES | 33 |
| | ARTICLE 23 ENVIRONMENTAL | 34 |
| | ARTICLE 24 AMERICANS WITH DISABILITIES ACT | 40 |
| | ARTICLE 25 NON-DISCRIMINATION | 40 |
| | ARTICLE 26 NON-EXCLUSIVE RIGHTS..... | 43 |
| | ARTICLE 27 RIGHT TO DEVELOP AIRPORT..... | 44 |
| | ARTICLE 28 RIGHT OF ENTRY | 44 |
| | ARTICLE 29 RIGHT OF FLIGHT | 44 |
| | ARTICLE 30 PROPERTY RIGHTS RESERVED..... | 44 |
| | ARTICLE 31 SIGNS..... | 45 |
| | ARTICLE 32 ASSIGNMENT AND SUBLETTING..... | 45 |

| | |
|---|----|
| ARTICLE 33 MORTGAGE RIGHTS OF COMPANY | 47 |
| ARTICLE 34 COMPANY TENANCY | 53 |
| ARTICLE 35 CONDEMNATION..... | 53 |
| ARTICLE 36 BROKERAGE COMMISSION | 56 |
| ARTICLE 37 PERSONAL PROPERTY | 57 |
| ARTICLE 38 SURRENDER OF PREMISES | 57 |
| ARTICLE 39 NO ACCEPTANCE OF SURRENDER | 57 |
| ARTICLE 40 WAIVER OF CLAIMS..... | 57 |
| ARTICLE 41 PERSONAL LIABILITY | 57 |
| ARTICLE 42 FORCE MAJEURE | 58 |
| ARTICLE 43 APPLICABLE LAW AND VENUE | 58 |
| ARTICLE 44 AUTHORITY APPROVALS | 58 |
| ARTICLE 45 ATTORNEY'S FEES AND COSTS..... | 58 |
| ARTICLE 46 INVALIDITY OF CLAUSES | 58 |
| ARTICLE 47 HEADINGS | 59 |
| ARTICLE 48 NOTICES AND COMMUNICATIONS..... | 59 |
| ARTICLE 49 SUBORDINATION TO TRUST AGREEMENT | 60 |
| ARTICLE 50 FEDERAL RIGHT TO RECLAIM | 60 |
| ARTICLE 51 FAA APPROVAL..... | 60 |
| ARTICLE 52 RADON GAS NOTIFICATION..... | 60 |
| ARTICLE 53 AGENT FOR SERVICE OF PROCESS..... | 61 |
| ARTICLE 54 PROHIBITED USES..... | 61 |
| ARTICLE 55 PURCHASE | 62 |
| ARTICLE 56 MEMORANDUM OF AGREEMENT | 65 |
| ARTICLE 57 WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES | 65 |
| ARTICLE 58 RELATIONSHIP OF THE PARTIES..... | 67 |
| ARTICLE 59 GUARANTY | 67 |
| ARTICLE 60 MISCELLANEOUS..... | 67 |
| ARTICLE 61 TIME IS OF THE ESSENCE | 68 |
| ARTICLE 62 COMPLETE AGREEMENT | 68 |

**Table of Contents
(continued)**

| | |
|-------------|---|
| Exhibit A-1 | General Location of Premises |
| Exhibit A-2 | Premises Detail |
| Exhibit A-3 | Legal Description and Sketch |
| Exhibit B | S250.06, Contractual Insurance Terms and Conditions |
| Exhibit C | Environmental Baseline Report |
| Exhibit D | Common Areas |
| Exhibit E | Authority Improvements |
| Exhibit E-1 | Authority's Buydown Improvements |
| Exhibit E-2 | Sheet 205-2 -Staging Area |
| Exhibit E-3 | Schedule for Authority Improvements |
| Exhibit F | Depiction of SkyCenter Area |
| Exhibit G | CAM Estimate |
| Exhibit H | Memorandum of Agreement |
| Exhibit I | Reserved |
| Exhibit J | Building Design Documents |
| Exhibit J-1 | Project Team Information Sheets |
| Exhibit K | Guaranty |
| Exhibit L | Appraisal Standards |

GROUND LEASE AGREEMENT

TAMPA INTERNATIONAL AIRPORT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 4th day of April, 2019, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (hereinafter referred to as the "Authority"), and JO TPA OFFICE 270, LLC, a Florida limited liability company (hereinafter referred to as the "Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

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

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

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

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

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

Affiliate – Means any Person, which, directly or indirectly, Controls, is Controlled by or is under common control with the Company or the Authority or (ii) any Person who is a manager, director, officer or key employee of the Company or the Authority. For purposes of this definition, "Control" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

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

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

Building – A Class A office building with an approximate square footage of 270,000 and a parking garage containing not less than 5.5 spaces per 1,000 usable square feet of the office building.

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

Company's Improvements – The Building and all of the improvements required to support the Building, including but not limited to, drives, parking areas, sidewalks, landscaping, utility connections, truck docks, and parking.

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

Guarantor – Means the person or entity identified in Article 59.

Person – Means an individual, a partnership, a limited liability company, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, or any other entity of whatever nature (including a joint venture).

Premises – The unimproved real property described in Article 3.

ARTICLE 3 PREMISES

3.01 Premises

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

Approximately 4.56 acres of unimproved real property (198,667 square feet, more or less), the general location of which is depicted on Exhibit A-1, General Location of Premises, dated February 15, 2019 and more particularly depicted on Exhibit A-2, Premises Detail, dated February 15, 2019, both of which are attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"). Premises does not include subsurface rights (other than the right of use for structural support and other subsurface uses necessary to build Company's Improvements as described in this Agreement), specifically excluding any subsurface water, oil, gas, or mineral rights underlying any portion of the Premises.

- B. In addition, subject to the terms and conditions set forth in this Agreement, Authority hereby grants a temporary license ("License") to Company to use the staging area detailed on Exhibit E-2 (the "Staging Area") for storing and staging of construction materials, construction trailers, construction storage containers, and parking of vehicles. The License may be used by Company and Company's employees, contractors, subcontractors, agents or others within the control of, or performing work on behalf of, Company to construct the Company's Improvements (collectively, the "Company's Agents"). Said License shall terminate ninety (90) days after issuance of a certificate of occupancy, a certificate of completion or such comparable approval as is customarily issued by the City of Tampa evidencing that the Company's Improvements have been completed in substantial accordance with the plans and specifications therefor (a "Certificate of Occupancy"), and said License may not be revoked prior to such date except in connection with a termination of this Agreement. Company (a) shall control, administer, operate, manage and maintain the Staging Area, and the conduct of all activities thereon pursuant to the License hereby granted, in accordance with all applicable legal requirements, (b) shall not make any alterations to or construct any improvements on the Staging Area (other than typical construction trailers and gravel parking areas), (c) shall strictly limit the activities of Company and Company's Agents to the Staging Area and ensure that such parties do not enter onto any other staging area of Authority, (d) shall be responsible for obtaining, at Company's expense, any and all permits and approvals required in connection with the use of the Staging Area by Company and Company's Agents, (e) shall promptly pay all costs relating to the use of the Staging Area by Company and Company's Agents, and (f) shall, at Company's expense, promptly repair any damage to the Staging Area that is caused by Company or Company's Agents. Prior to the termination of the License, Company shall, at Company's expense, (1) remove all materials and any and all equipment and other items of Company's personal property from the Staging Area and (2) clean up all debris resulting from the activities of Company or any of Company's Agents on the Staging Area, and restore the Staging Area to its prior condition, including re-seeding the entire Staging Area. The Company's indemnification and insurance obligations with respect to the Premises shall apply equally to the Staging Area during the term of the License.
- C. Upon complete construction of Company's Improvements, Company will obtain a legal description and sketch of the Premises and transmit same to Authority. Upon Authority's receipt of said legal description and sketch, Authority will prepare an Exhibit A-3, Legal Description and Sketch, and transmit same to Company. Said Exhibit A-3 will be incorporated into this Agreement without the need for formal amendment of this Agreement and will establish the boundary and as-built square footage of the Premises.

Prior to the date of this Agreement, the Authority has commenced construction of the "Authority Improvements", which are more particularly described on Exhibit E. If any changes to the Authority Improvements described on Exhibit E either occur within the boundaries of the Premises or directly impact the Premises (such as, by way of example and not by way of limitation, a reduction in the capacity of a utility to be stubbed to the Premises as a part of the Authority Improvements), Authority agrees to provide notice to Company of any changes to the Authority

Improvements, and Company shall have a reasonable approval right in connection therewith and the Authority will be responsible for increases in cost of the Company's Improvements resulting from such change. From and after the date of this Agreement, the Authority shall diligently proceed with the performance and completion of the Authority Improvements in accordance (in all material respects) with the plans and specifications therefor provided to Company, and shall use commercially reasonable efforts to achieve substantial completion of the various components of the Authority Improvements in accordance with the schedule for the Authority Improvements attached to this Agreement as Exhibit E-3. To the extent that the Authority fails to achieve substantial completion of any portion of the Authority Improvements in accordance with the schedule therefor and the failure delays Company, such failure will extend the Company's obligations under this Agreement day-for-day to the extent that such failure by the Authority delays the Company's construction of the Company's Improvements.

- D. Except for the Authority Improvements, the Premises are leased to Company in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, without representation or warranty by Authority except as otherwise provided elsewhere herein. Company acknowledges that it has fully examined the Premises and is familiar with the physical condition thereof and that, except as may be expressly set forth herein, no representations, warranties, guarantees or assurances, whether express or implied, have been made by Authority, or any person representing or acting on behalf of Authority, to Company with respect to the condition of the Premises, any easements, covenants, liens or encumbrances affecting the Premises, or the environmental history or environmental condition of the Premises, and Company acknowledges that it has not relied on any such representations or warranties other than those expressly set forth herein. Company acknowledges that, except as may be expressly set forth herein, no representations, warranties, guarantees or assurances, whether express or implied, have been made to it by Authority, or any person representing or acting on behalf of Authority, with respect to the projected revenues, expenses or operating results of the Premises, the obtainability of any licenses or permits which may be necessary or desirable in connection with the use and operation of the Premises, the zoning and other legal requirements applicable to the Premises or the compliance of the Premises therewith, the use or occupancy of the Premises or any part thereof, or any other matter whatsoever relating to the Premises, and the Company acknowledges that it has not relied on any such representations or warranties other than those expressly set forth herein.

Part of the Authority Improvements include the as Atrium reflected on Exhibit E. The Atrium will be constructed immediately adjacent to the common exterior boundary of the Company's Improvements and shall include connection points/walkways at the ground floor and well as on the 3rd, 4th and 5th floors of the Company's Improvements. Authority shall be solely responsible to construct, maintain and operate the Atrium; however, Company shall be required to remove the exterior skin to permit final connection between the Atrium and the Company's Improvements. The Parties agree to fully coordinate with one another in connection with their construction activities to ensure that neither Party interferes with the other's construction activities. To the extent allowed by law, each Party

shall indemnify and hold the other harmless from any damage to one Party's improvements caused by the other Party in connection with its construction of that Party's Improvements. The parties will also cooperate in good faith to prepare and record an agreement outlining the parties' ongoing respective rights and obligations with respect to the Atrium and the Company's Improvements due to the proximity of such improvements to each other.

Company further acknowledges and agrees that any information provided or to be provided by Authority but prepared by third party contractors with respect to the Premises was obtained from a variety of sources, and while Authority believes the information to be accurate, Authority has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of any such information. Company agrees that, except as set forth herein, Authority is not, and shall not be, liable or bound to Company in any manner by any verbal or written statements, representations, or information pertaining to the Premises, or the operation thereof, furnished by any real estate broker, servant or any other person.

- E. Company will do all things necessary to prepare the Premises for the construction of Company's Improvements for the uses approved under this Agreement, including, without limitation, the design and construction of all site utilities and infrastructure.

ARTICLE 4 USES AND RESTRICTIONS

4.01 Company will use the Premises solely and exclusively in connection with the construction, operation and maintenance of a Class A Office Building and associated parking structure and related ancillary uses. Company will not use the Premises for any other purpose or use unless approved in writing by the Authority and in compliance with applicable governmental laws, rules and/or regulations. Construction and operation of the Company's Improvements as an office building in accordance with the plans and specifications approved by Authority will not violate the provisions of this Article 4.

4.02 Restrictions

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

4.03 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article, unless approved in advance in writing by Authority's Representative.
- B. Company will not use or permit the use of the Premises for commercial aviation (i.e., bring an airplane to the Premises). Leasing office space to an entity in the commercial aviation business will not violate this provision.

- C. Other than in connection with an approved generator, Company will not install additional fuel storage tanks without the prior written approval of Authority.
- D. Company will not use the groundwater under the Premises. There will be no drilling for water conducted on the Premises nor will any wells be installed on the Premises other than monitoring or other wells pre-approved in writing by Authority. For any dewatering activities on the Premises, a plan approved by Authority must be in place.
- E. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Policies, Rules and Regulations, Standard Procedures, and Operating Directives.
- F. The rights and privileges granted to Company pursuant to this Article will be subject to any and all Policies, Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time, provided that no amendment that materially alters the Company's rights or obligations under this Agreement shall be effective without the Company's written approval; provided, further, the Company's approval shall not be required to the extent any such changes to the Authority's Policies, Rules and Regulations, Standard Procedures, and/or Operating Directives are required to comply with applicable laws.
- G. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of Company will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority setting forth the cause of the premium increase, the insurance policy affected, and the amount of the increase.
- H. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- I. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.

- J. Company will not use, or permit any use, generally associated with (1) illegal gambling activities, (2) the placement of cell towers or antennae, except as reasonably approved by the Authority, the Parties acknowledging that height issues and interference with Airport communications are of particular concern to the Authority, (3) the placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Agreement.

ARTICLE 5 TERM

5.01 Effective Date

This Agreement will become binding and effective upon approval and execution by Authority and Company (the "Effective Date"). Company and its authorized agents and representatives shall have the right, commencing upon the Effective Date and continuing for sixty (60) days thereafter (the "Inspection Period"), during normal business hours and upon reasonable notice to the Authority, to enter upon the Premises for the purpose of conducting such due diligence investigations (including, without limitation: appraisals, soil tests/borings/investigations, groundwater percolation studies, engineering/planning studies, market feasibility studies, environmental tests/inspections, and any and all other investigations) [collectively the "Due Diligence Investigations"] that Company may deem necessary and prudent to determine the suitability of the Premises for its intended use. Company may provide notice of its intent to terminate this Agreement for any reason related to the Premises by delivering written notice identifying the reason(s) for its termination to the Authority on or prior to 5:00 pm Eastern on the last day of the Inspection Period (the "Termination Notice"). Such Termination Notice shall include reasonable detail as to the alleged reasons(s) for termination and deemed unacceptable to the Company. In the event the Termination Notice is provided to the Authority prior to the expiration of the Inspection Period, the Authority shall have a period of thirty (30) days from the date of receipt of the Termination Notice to propose a reasonably satisfactory cure for any reason(s) given by Company as the reason(s) for Company seeking termination. In the event the Company accepts the Authority's proposed cure, which acceptance shall not be unreasonably withheld, this Agreement shall remain in full effect, subject to the Authority's obligation to complete its proposed cure. In the event the Company does not accept the Authority's proposed cure, this Agreement shall be terminated, and neither party shall have any further obligations to the other, except for those provisions of this Agreement that by their terms survive termination or expiration of this Agreement. Further, the Lease between the Company and the Authority for the lease of certain space within the Building dated on even date herewith (the "Office Lease") shall simultaneously terminate and be of no further force or effect.

5.02 Commencement Date

The Term of this Agreement commences on the date Authority completes the Authority Improvements on the Premises and turns the Premises over to the Company (the "Commencement Date").

5.03 Term

The initial Term of this Agreement will be for fifty (50) years beginning on the Commencement Date and terminating at midnight on April 3, 2069.

5.04 Holding Over

If Company continues to occupy the Premises after the expiration of the Term, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from month to month on the same terms and conditions as contained in this Agreement then in effect; provided, however, that the Rents payable for each one (1) month holding over period will equal one hundred twenty-five percent (125%) of the total monthly Rents then in effect. Said holding over period and Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 6
PAYMENTS

6.01 Rents

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents, taxes, and charges on or before the first day of each and every month throughout the Term for the Premises, commencing on the earlier of (i) the date that a tenant who is occupying space within the Building commences paying base rent to the Company, or (ii) twelve (12) months after the Certificate of Occupancy is issued for the Company's Improvements (the "Rent Commencement Date"). For any period of less than one calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis. Rents are comprised of the following:

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

Ground Rent (198,667 sq. ft. @ \$2.28 per square foot per year) at \$452,960.76 annually, payable at \$37,746.73 monthly.

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

- B. Triple Net Basis

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

C. Company's Improvements

Upon termination of this Agreement for any reason title to Company's Improvements will vest in Authority.

D. Adjustment

Effective upon the first anniversary of the Rent Commencement Date and on each subsequent anniversary of the Rent Commencement Date during the Term of this Agreement, the annual Rents for the Premises will be increased two and fifteen hundredths percent (2.15%). However, on the twentieth (20th) anniversary of the Rent Commencement Date of this Agreement and on every subsequent twenty (20) year anniversary of the Rent Commencement Date of this Agreement, the Rents will be adjusted to equal the then fair market rental value (FMRV) based on an appraisal of the Premises (which appraisal shall be conducted in the same manner as provided in Article 55 below, but shall take in to account only the fair market value of the underlying land and not the value of the Company's Improvements); provided, however, that in no event will the adjusted Rents be reduced below the Rents paid during the preceding year. The adjusted Rents will then be increased two and fifteen hundredths (2.15%) each succeeding year until the next twenty (20) year anniversary in accordance with the language above. This cycle will continue throughout the Term.

6.02 Interest on Delinquent Payments

Without waiving any other right or action available to Authority, in the event of default of Company's payment of Rents, fees and other charges due hereunder, and in the event Company is delinquent in any such payments to Authority for a period of five (5) days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rents, fees and other charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rents, fees or other charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, but in no event greater than the maximum interest rate permitted by law.

6.03 Rents, Fees and Other Charges a Separate Covenant

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

6.04 Place of Payments

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

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

(MAIL DELIVERY)

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

or

(HAND DELIVERY)

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

ARTICLE 7
OBLIGATIONS OF COMPANY

7.01 Responsibilities

The Parties are entering into this Agreement as a result of the Authority's Request for Proposals dated October 12, 2017, entitled "Request for Proposals for Gateway Development Area Office Building Tampa International Airport Tampa, Florida," and certain portions of the Company's Response to Request for Proposals (the "Response"). Pursuant to the Response, the Company identified the following team members that the Company has engaged in connection with the design and construction of the Company's Improvements: JE Dunn Construction (General Contractor), Hellmuth, Obata & Kassabaum, Inc. (HOK) (Architect); Avison Young (Leasing Agent and Property Manager); Volt Air Consulting Engineers (MEP Engineer); Native Engineering, PLLC (Civil Engineer); Walter P Moore (Structural Engineer); Siebein Associates (Acoustical Consulting), and FSC Consulting Engineers (Code, Fire and Life Safety Engineer) (collectively, the "Project Team"). The Company may not make changes to the Project Team except in consultation with the consent of the Authority, such consent not to be unreasonably withheld, conditioned or delayed. The Company will exercise commercially reasonable efforts and due diligence in the design and construction of the Company's Improvements. The Company shall use commercially reasonable efforts to obligate each of the Project Team to engage only experienced and professionally qualified and reputable individuals, firms and other entities to perform work in connection with the Company's Improvements, who are duly licensed to practice their professions in the jurisdiction where the Premises is located, as necessary. Attached as Exhibit J-1 are information sheets regarding the members of the Project Team and the key personnel of each member of the Project Team. The key personnel of each member of the Project Team are subject to change from time to time in the ordinary course of each Project Team member's business.

7.02 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations

hereunder in a lawful, orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Premises or elsewhere on the Airport. The Authority will conduct its business operations on the Airport in a lawful, orderly and proper manner, considering the nature of such operation.

7.03 Equipment and Vehicle Parking

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

7.04 Sound Level

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

7.05 Garbage, Debris, or Waste

Company will promptly remove from the Premises or otherwise dispose of all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Premises or the Common Areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Company will use appropriate care when affecting removal of all such waste.

7.06 Nuisance

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

7.07 Excessive Load

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

7.08 Flammable Liquids

Company will not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of Company's working requirements. Any such liquids having

a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.

7.09 Frequency Protection

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

7.10 Taxes

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

7.11 Permits and Licenses

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

7.12 Vapor or Smoke

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

7.13 Security Badging

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

7.14 Keying Scheme

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

ARTICLE 8
COMPANY'S IMPROVEMENTS

8.01 Company's Duty to Construct

Company will, at its sole risk, cost and expense, have the duty and obligation to oversee and manage the design, construction, and installation of Company's Improvements in accordance with the terms and conditions contained in this Agreement. The Company's Improvements will be designed and constructed substantially in accordance with the renderings, outline specifications and other information attached to this Agreement as Exhibit J (the "Building Design Documents").

8.02 Permits and Approvals

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

8.03 No Waiver/No Liability

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

8.04 Construction Easements and Rights of Way

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

8.05 Time for Commencement of Construction

Company will commence construction of Company's Improvements containing no less than 270,000 square feet within two (2) months after the later to occur of (i) the date the Authority completes the Authority Improvements on the Premises and turns the Premises over to the Company, or (ii) the date Company obtains all necessary permits and approvals (so long as Company has used all good faith, commercially reasonable efforts to timely obtain such permits and approvals), (such later date being the "Construction Commencement Date"), and will complete construction of Company's Improvements within twenty (20) months after the Construction Commencement Date. Neither Party will be liable to the other Party for any failure, delay or interruption in performance caused by Force Majeure events or circumstances. However, nothing in this Section abates, postpones or diminishes Company's obligation to make all payments due to Authority in accordance with the Payments Article of this Agreement.

8.06 Company's Responsibilities for Company's Improvements

- A. Company is responsible for the complete design, construction and maintenance costs of all vehicle parking areas, infrastructure, landscaping, irrigation, sidewalks, lighting and other customary appurtenances for Company's Improvements, with the exception of the Common Areas, which will be constructed and maintained by the Authority.
- B. Company is responsible for the maintenance costs of Company's Improvements.

8.07 Failure to Construct

- A. Failure of Company to commence construction of Company's Improvements within four (4) months after the Construction Commencement Date (or any extended date for the commencement of construction as agreed to in writing by the Parties) may constitute an event of default under the Default and Termination Article of this Agreement, allowing Authority to terminate this Agreement and have no further obligations hereunder. Prior to such termination, Authority will notify Company and its leasehold mortgagee(s) (if any) of its intent to terminate this Agreement, which notice will include a cure period as described in this Agreement. The Authority's right of termination under this Section shall, if not exercised before such date, end on the date that Company has commenced construction of Company's Improvements (meaning that the Company has graded the Premises and commenced pouring of the footings and foundation for the Company's Improvements).
- B. Company will restore all areas that were impacted by the construction of Company's Improvements, including releasing any construction easements and

rights-of-way and the like, to as good condition as existed prior to construction, reasonable wear and tear excepted.

- 8.08 Authority's Buydown Improvements The Authority has requirements that are above the improvements typically found in a multi-tenant office building in the Westshore market. Company has agreed to provide these improvements and the Authority will pay the Company as outlined in this Article. The Authority shall pay Company the sum of \$25,535,060.00 (the "Buydown") for purposes of constructing the elements within the Company's Improvements described on the attached Exhibit E-1 (the "Authority's Buydown Improvements"). The Buydown shall be paid in installments pursuant to the completion schedule set forth in Exhibit E-1.
- 8.09 Changes to the Authority's Buydown Improvements The Authority may request changes in the Authority's Buydown Improvements after the Effective Date but during the construction of the Company's Improvements by providing written notice to the Company specifying in reasonable detail the requested change. No such change shall take effect without a fully executed Change Order. A Change Order is a written instrument prepared by the Company and signed by the Company, the Authority, the Company's general contractor, and, if necessary as a result of a material change to the plans, the Company's architect stating their agreement upon all of the following: (1) the change in the Authority's Buydown Improvements; (2) any other changes to the Company's Improvements required as a result of the change to the Authority's Buydown Improvements, (3) the amount of the adjustment, positive or negative, if any, to the agreed sum payable to the general contractor (with any net change in such amounts being an adjustment to the Buydown); (4) the change, if any, to the deemed rentable square footage of the leased premises under the Office Lease, and (5) the change, if any, to the construction schedule.
- 8.10 Disagreements Over Requested Changes In the event the Authority requests a change in the Authority's Buydown Improvements after the Effective Date, the Parties shall meet and confer in good faith in an attempt to reach an agreement on a Change Order. The Company shall not be obligated to agree to any Change Order or permit a change to the Authority's Buydown Improvements if the effect of the change, in the reasonable opinion of the Company, would be to reduce the fair market value of the completed Company's Improvements or reduce the amount of rentable area within the Building. In the event the Authority requests a change that would not, in the reasonable opinion of the Company, reduce the fair market value of the completed Company's Improvements or reduce the amount of rentable area within the Building, but the Parties cannot agree on an adjustment to the Buydown for such change, the amount of the adjustment shall be determined by the Company's architect as follows: (a) for deductive changes, the Buydown shall be reduced by the actual net costs of the change as confirmed by the Company's general contractor, (b) for additive changes, the Buydown shall be adjusted upwards by the actual net costs of the change plus 12% for overhead and profit. Net costs for such an adjustment shall include all changes to the contract sum payable to the general contractor, all amounts payable to the architect in connection with such change, if any, and any other out of pocket third party expenses incurred by the Company in connection with such change. Similarly, if the Company and the Authority cannot agree on an adjustment to the deemed rentable square footage under the Office Lease in connection with the change, the Company's architect shall calculate the new deemed square footage after giving effect to the change using the same methodology used to determine the original square footage as shown in

Exhibit A-2 of the Office Lease. The Company's architect's decision with respect to any adjustment to the Buydown or to the deemed square footage under the Office Lease shall be binding on both the Company and the Authority in the absence of fraud or intentional misconduct.

- 8.11 Authority's Audit Rights Within three (3) years after the issuance of the Certificate of Occupancy for the Company's Improvements, or thereafter no more frequently than once during every three (3) year period (but no later than the Outside Closing Date specified in Section 55.01(B) below), if the Authority has a reasonable basis to suspect non-compliance, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over the Company's relevant records for the purpose of (a) reviewing Company's statement and calculation of any net costs associated with an adjustment to the Buydown as a result of change in the Authority's Buydown Improvements, or (b) reviewing Company's compliance with the requirements set forth in Section 4.03 and Articles 6, 7, 22, 23, 25 and 57. Free and unrestricted access will be granted to all of Company's records directly pertinent to such matters during any such audit. In the event Company maintains relevant records in electronic format, upon request by the Authority's auditors, Company will provide a download or extract of data files in a computer readable format reasonably acceptable to Authority at no additional cost. Authority has the right during the audit to make photocopies of records as needed. Company agrees to deliver or provide access to all records requested by Authority's auditors in the possession of Company or subject to the Company's control within twenty (20) calendar days of the initial request from Company and to deliver or provide access to all other relevant records in the possession of Company or subject to the Company's control requested during the audit within ten (10) calendar days of each subsequent request. Failure to timely deliver such information shall be a default under this Agreement, provided so long as Company is diligently proceeding to provide such information, Authority agrees to give Company such additional time as is reasonably necessary to comply so long as Company continues to diligently and in good faith seek to compile and deliver such requested information. If any such audit discloses a state of facts that, at the time of such audit, constitutes a continuing breach or default by Company under this Agreement, the Authority may, but is not obligated to, proceed in accordance with Article 14. If any such audit discloses a state of facts that constituted a breach or default by the Company under this Agreement at a point in time prior to the audit and which is incurable due to the passage of time or, in the reasonable opinion of the Authority, due to its nature cannot be cured using commercially reasonable efforts, the Authority may not assert that such state of facts constitutes a breach or default under this Agreement.

ARTICLE 9 OBLIGATIONS OF THE AUTHORITY

- 9.01 Nuisance The Authority will not commit any nuisance, waste, or injury on the Premises, Common Areas, or elsewhere within the vicinity of the Premises as depicted on Exhibit F attached hereto 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. The Company agrees

that the operation of the Airport in compliance with all applicable laws and regulations shall not be considered a nuisance, waste, or injury, as contemplated by this Agreement.

ARTICLE 10
IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Written Approval Except for routine maintenance on installed equipment or non-structural alterations that do not require any permits or approvals from any applicable third party governmental entities or agencies, an approval issued by the Authority (a "Tenant Work Permit") is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. As soon as is reasonably practicable following submittal of plans and specifications, and in all events within 30 days after receipt by Authority of such plans and specifications, Authority will review the plans and specifications in the exercise of the Authority's reasonable discretion and inform Company that the plans are either approved as submitted, approved subject to certain stated commercially reasonable conditions and changes, or not approved, and will issue an appropriate Tenant Work Permit for any approved work.

At the conclusion of the core and shell construction of Company's Improvements, the Company will provide the Authority with as-built drawings for the core and shell. The Company will also provide the Authority with as-built drawings for any tenant or other occupied spaces within the Building within 90 days of substantial completion of such. As-built, closeout documents and other material will comply with Section 10.04 below.

10.02 Conditions

The following conditions will apply to any modification or alteration to the Premises:

- A. All required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including United States, State of Florida, Hillsborough County, City of Tampa and Authority, will be obtained prior to commencing the work.
- B. Company agrees that all construction will conform to Authority's Land Use Standards and Sustainable Design Criteria Manual, and, if required pursuant to Section 10.01, will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time in a non-discriminatory manner and in the exercise of the Authority's commercially reasonable discretion, 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 except as provided in any other signed agreement between the Parties.

- E. Company agrees to be solely responsible for any damage to the Premises, Common Areas, or Airport property resulting from Company's construction of improvements or alterations.

10.03 Company's Improvements

Authority will be involved in the design process of Company's Improvements in order to assure that Company's Improvements comply with the Building Design Documents. In connection therewith, the Authority shall (a) review and provide input on the initial planning and design for the Building, (b) review and provide input for the 30%, 60% 90% and 100% drawings, (c) review applications for height zoning and FAA Part 77 compliance prior to submission and, (d) provide an inspector who will attend all construction meetings and have access to the Premises during construction to verify that the Building is being constructed per the plans and specifications.

In connection with the design and development of the Plans and Specifications of Company's Improvements:

- A. Separate and progressive submittals regarding Company's Improvements shall be made by Company for approval as follows: (a) in order to get initial feedback from pertinent Authority Staff, Company will give a presentation of the initial concept provided as part of its Response (as defined above) within 20 days after the execution date of this Agreement, and (b) for each of the 30%, 60%, 90%, and 100% drawings submissions, Company will provide six (6) sets of plans, specifications (the "Plans and Specifications"), and a schedule consistent with the documents previously approved by Authority, showing in reasonable detail the proposed type of use, size, land coverage, shape, height, location, material, color scheme and elevation of Company's Improvements, all ingress and egress to streets and roads, and all landscaping. This process will continue until 100% drawings are approved. Partial submittals may be made and approved, but in no event shall any work proceed beyond the scope, with only minor non-material deviations of the approval received.
- B. Without limiting the generality of the foregoing, Authority may disapprove any submittal which is not in harmony or conformity with the Building Design Documents, other existing or approved improvements in the immediate vicinity of the Premises, including, but not limited to, such matters as adequacy of site and improvement dimensions or external structural appearance, relation of topography, grade, and elevation of the Premises, considered in conjunction with neighboring sites and nearby streets, and the effect of location and use of Company's Improvements on neighboring sites, improvements, or operations.
- C. Authority will either approve or disapprove a submittal within ten (10) business days of receipt thereof, but Authority agrees to endeavor to respond more quickly. If Authority disapproves of the submittal, Authority shall notify Company in writing and, at the same time, return to Company one copy of the submittal, indicating why such submittal was disapproved. In such event, Authority and Company agree to cooperate reasonably with each other in resolving any objections to the submittal

or requested revisions. Authority's approval under this Section shall not be unreasonably withheld, conditioned or delayed.

10.04 No Warranty

Authority's approval of a submittal shall not constitute an opinion or warranty by Authority of such submittal's adequacy, nor shall it make Authority responsible for the work with respect to which an approval is given, nor shall it constitute a waiver of any claim by Authority for any defect or deficiency with respect to the Plans and Specifications or any portion of the work. Authority shall not be deemed to have incurred or assumed any obligation or responsibility to Company or any other party in connection with any inspections or work performed on the Premises. Nothing in this Agreement nor any act or failure to act on the part of Authority shall be construed as a warranty or representation as to the adequacy or fitness of the Company's Improvements or as a waiver of a claim by Authority for any defect or deficiency with respect to the submittals or any other aspect of the work. Company shall have a period of one hundred twenty (120) days beginning on the date that Authority provides written approval of Plans and Specifications and ending at 5:00 pm (EST) on the 120th day thereafter (the "Permitting Period") to obtain all permits, entitlements and approvals necessary for the construction and development of Company's Improvements on the Premises, including, but not limited to, the following (collectively, "Governmental Approvals"): (a) any and all land use approvals required by any Government entity to permit development of the Premises, construction of all improvements thereon, and to allow for the operation of Company's Improvements; (b) any wetlands dredge and fill permits from the Army Corps of Engineers or the Florida Department of Environmental Protection; and (c) such other permits and approvals as will be necessary to develop the Premises for the operation of Company's Improvements, including, but not limited to, the Building permit with respect to construction of improvements for Company's Improvements.

Company will use good faith, commercially reasonable efforts to obtain such Governmental Approvals during the Permitting Period, which efforts shall include the prompt response to permitting and zoning and applicable governmental agencies requests for additional information and revised submittals. To the extent requested by Company, Authority will, at no cost to Authority, reasonably cooperate with Company in Company's efforts to obtain the Governmental Approvals; such cooperation shall include, but shall not be limited to, the execution of petitions, applications, endorsements, and such other documents reasonably requested by Company. Notwithstanding anything to the contrary herein, any and all applications for Governmental Approvals by Company shall be approved in advance by Authority, which approval shall not be unreasonably denied or withheld. If Authority does not respond to any application submitted by Company within ten (10) business days after receipt thereof by Authority, Company shall provide a second application to Authority and such application should include the following in bold capitalized letters on the initial page: "APPLICATION SHALL BE DEEMED APPROVED BY AUTHORITY IF RESPONSE NOT RECEIVED BY COMPANY WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT HEREOF". If Authority fails to respond to such second application within five (5) business days of receipt thereof, Authority shall be deemed to have approved the application and the application may be submitted by Company. Company shall provide Authority with a copy of any and all submissions and applications

for Governmental Approvals, complete with supporting documentation, and shall provide Authority with bi-weekly updates on the status of pursuit of Governmental Approvals.

10.05 Security Interests

Company hereby grants Authority a security interest in all drawings, plans, approvals, applications, Governmental Approvals, etc. that Company obtains in connection with the Premises and agrees to execute any agreements, assignments and documents reasonably requested by Authority to assign any and all such drawings, plans, approvals, applications, Governmental Approvals, etc. to Authority in the event this Agreement is terminated. The security interest granted by this Section shall at all times be subordinate to the interests of any Leasehold Mortgagee existing now or in the future, without the need for any further subordination agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

10.06 Part 77 Submission

Company shall submit to the Authority a Form 7460 showing that its intended use of the Premises as set forth in the Uses and Restrictions Article of this Agreement will comply fully with Part 77 of the Federal Aviation Regulations, including without limitation, building height limitations, tower and crane height limitations, and microwave and other communications limitations. The Plans and Specifications and other documents and information required in connection with the Part 77 airspace review will be submitted by Company to Authority with the 30% plan submission. Authority will review such Plans and Specifications and other documents and information and then coordinate the submission of such items to the FAA.

10.07 Petroleum Storage Systems

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

10.08 Completion of Company's Improvements

Within 90 days of completion of any construction including, but not limited to, the core and shell of the Building or any tenant improvements, 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-built, legal descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with Authority's Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time.

ARTICLE 11
MAINTENANCE AND REPAIR OF PREMISES AND COMPANY'S IMPROVEMENTS

11.01 Company's Responsibilities

Company is obligated to maintain the Premises and Company's Improvements constructed thereon and every part thereof in good appearance, repair and safe condition, consistent with good business practices, without cost to Authority. Company will repair all damages to the Premises and Company's Improvements caused by its employees, patrons or its operations thereon. All 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. Vehicle Parking Areas

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

D. Required Scheduled Maintenance

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

1) Roof

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

2) Building Exterior

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

3) 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 Rent Commencement Date.

E. End of Term Condition

In addition to the scheduled maintenance required under this Article, Company will maintain Company's Improvements and Premises to ensure that at the end of the term of this Agreement their condition is in a condition similar to other comparable buildings in the Westshore market of similar age at the time and, at a minimum, will comply with the conditions set forth below:

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

11.02 Copies of Reports and Warranties

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

11.03 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the condition that existed prior to the maintenance, repair and/or replacement and workmanship shall be performed in a workmanlike manner. Authority or its authorized agents may at any reasonable time, upon prior reasonable notice, enter upon the Premises and Company's Improvements to determine if maintenance reasonably satisfactory to Authority is being done in a workmanlike manner. 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.

11.04 Reimbursement of Authority Made Repairs

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

ARTICLE 12 COMMON AREA MAINTENANCE

12.01 Common Areas

The common areas shown on Exhibit D hereto are comprised of the storm water pond and the landscaping (hereinafter referred to as the "Common Areas"). Authority will maintain the Common Areas in a manner consistent with the landscaped Airport lands in the surrounding area and will invoice Company for its proportionate share of the costs of maintenance, real estate taxes, insurance and utility costs related to the Common Areas. The Company's proportionate share of Common Area maintenance shall be equal to the percentage obtained by dividing the number of square feet within the Premises by 28.31 acres ("Company's Proportionate Share of CAM"). Company will pay Company's Proportionate Share of CAM to Authority within fifteen (15) days after receipt of an invoice, subject to any adjustment as provided below. Prior to the beginning of each calendar year, Authority will prepare an estimate, which will include all of the costs and expenses of operating and maintaining the Common Areas and provide the same to Company by letter. Company shall pay Company's Proportionate Share of CAM monthly to Authority monthly based upon the estimate. No costs associated with capital improvements or expenses other than regular maintenance of the Common Areas will be included within the Company's Proportionate Share of CAM. Company's Proportionate Share of CAM is shown in Exhibit G, CAM Estimate, which is attached hereto and incorporated herein by reference.

12.02 Annual Statements

Within 90 days after the end of each calendar year occurring after the Commencement Date, Authority will submit a statement to Company, supported by documentation, setting forth the total actual Common Area expenses for the prior calendar year, showing the actual amount of Company's Proportionate Share of CAM for such calendar year, and the difference, if any, between Company's Proportionate Share of CAM for such calendar year and the amount paid by Company throughout the calendar year. If such statement reveals that Company owes Authority any additional amounts, Company will pay the difference within fifteen (15) days of Company receiving the statement and the supporting documentation. If such statement reveals that Authority owes Company any amount for overstatement or an amount paid above Company's Proportionate Share of CAM,

Company will receive a credit in the amount of such overstatement, to be applied against Company's next ensuing monthly Rents payment (or, if this Agreement has been terminated, such amount will be paid to Company within thirty (30) days of the statement). Authority agrees to prepare books and records documenting the Common Area expenses and Company's Proportionate Share of CAM. At any time or times during the Term of this Agreement or within three (3) years after the end of this Agreement, Company, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Authority's records for the purpose of reviewing Authority's statement and calculation of Company's Proportionate Share of CAM. Unrestricted access will be granted to all of Authority's records directly pertinent to this Agreement and the calculation of Company's Proportionate Share of CAM. In the event Authority maintains its accounting or Agreement information in electronic format, upon request by Company's auditors, Authority will provide a download or extract of data files in a computer readable format acceptable to Company at no additional cost. Company has the right during the audit to make photocopies of records as needed. Authority agrees to deliver or provide access to all records requested by Company's auditors within twenty (20) calendar days of the initial request from Company and to deliver or provide access to all other records requested during the audit within ten (10) calendar days of each request. If such audit reveals that Authority owes Company any amount for an overstatement, Company will receive a credit in the amount of such overstatement, to be applied against Company's next ensuing monthly Rents payment (or, if this Agreement has then been terminated, such amount will be paid to Company within thirty (30) days of the statement). If such audit reveals that Authority has charged the Company more than 110% of the actual Proportionate Share of CAM, in addition to receiving a credit for the amount of the overstatement the Company shall receive a credit for its reasonable costs incurred in connection with performing the audit.

ARTICLE 13
TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Company (with or without the consent of Authority) upon the Premises, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like, will be owned by the Company during the Term of this Agreement. Provided, however, that all such fixed improvements shall automatically become and be deemed to be the property of Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises. If requested by the Authority, upon the termination or expiration of this Agreement the Company shall execute a bill of sale conveying the Company's Improvements and any other fixed improvements to the Authority. Title to all personal property, furnishings, wireless access points and trade fixtures owned by the Company will be and remain with Company and, if requested by the Authority, will be removed from the Premises upon termination or expiration of this Agreement. Company will pay any costs associated with the restoration of the Premises to their condition prior to such removal.

ARTICLE 14
DEFAULT AND TERMINATION

14.01 Events of Default

The following events will (subject to the notice and cure periods set forth in Section 14.02) be deemed events of default by Company:

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

14.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following 30 days' notice by Authority and Company's failure to cure, provided that in the event such cure reasonably requires more than thirty (30) days to complete, Company shall not then be in default if Company promptly commences such cure within said thirty (30) day period and diligently pursues such cure to completion, subject to the rights of any Leasehold Mortgagee under this Agreement, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, but in no event greater than the maximum interest rate permitted by law; or
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Company in the Premises will end.

Notwithstanding the foregoing, the Authority may not exercise any right of termination or repossession of the Premises if the Authority has other adequate and effective remedies for a breach, such as full and actual payment of damages which make the Authority whole, in which event the Authority must first resort to such other remedies, and only if they prove not to be adequate or effective shall the Authority exercise any remedy of termination or repossession. It is the intent of the Parties that termination or repossession shall be invoked only as a last resort in situations where the Authority's interests cannot otherwise be adequately protected.

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

14.03 Continuing Responsibilities of Company

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

14.04 Company's Remedies

Authority shall be in default of this Agreement in the event the Authority fails to perform any of its obligations under this Agreement, and such failure continues for thirty days after the Authority's receipt of a written notice from the Company specifying the failure; provided that in the event such cure reasonably requires more than thirty (30) days to complete, then Authority shall not be in default if Authority promptly commences the cure of such failure within said thirty (30) day period and diligently pursues such cure to completion. In the event of a default by the Authority, the Company shall be entitled to: (1) terminate this Agreement by providing written notice to the Authority; (2) perform the Authority's obligations under this Agreement and seek reimbursement of all reasonable costs incurred within 15 days; (3) bring an action against the Authority for specific performance of this Agreement; or (4) recover all actual damages (excluding all punitive, speculative, consequential and similar type damages) incurred as a direct result of the Authority's default under this Agreement. All such remedies may be pursued cumulatively; such that one remedy does not preclude any other.

ARTICLE 15 DISCLAIMER OF LIENS

The interest of Authority in the Premises and Common Areas will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises or Common Areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Company to the Premises. Company is specifically prohibited from subjecting Authority's interest in the Premises or Common 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 Premises. Notice is hereby given that Authority shall not be liable for any work or services performed or to be performed at or for the benefit of the Premises by or at the request of the Company or for any materials furnished or to be furnished at or for the benefit of the Premises by or at the request of the Company for any of the foregoing, and that, in accordance with applicable Florida Law, no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Authority in and to the Premises or any part thereof or any property or assets (including, without limitation, any Rents payable hereunder) of Authority. This provision shall be included in any Memorandum of Agreement.

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

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

ARTICLE 16 UTILITIES

16.01 Utility Infrastructure

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

16.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what will be installed by Authority as part of the Authority Improvements, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such infrastructure related to its use of the Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

16.03 Utility Services

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

16.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

Common Areas. When installing new lines or services, Authority will protect any existing Company's Improvements and will avoid any unreasonable interference with Company's operations.

ARTICLE 17 INGRESS AND EGRESS

17.01 Use of Public Way

Company will have the right of ingress and egress to and from the Airport, the Premises, and the Common 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.

17.02 Methods of Ingress or Egress

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

ARTICLE 18 INDEMNIFICATION

To the fullest extent permitted by law, Company agrees to protect, defend, reimburse, indemnify and hold Authority, its Board members, agents, employees, and officers free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of Premises or Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities, or operation of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use. This Article shall survive the termination of this Agreement.

ARTICLE 19
INSURANCE

19.01 Insurance

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

A. Workers' Compensation/Employer's Liability Insurance

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

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

B. Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. Completed operations coverage in the amount of \$5,000,000 will be maintained for a period of 3 years from the date of termination of this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 and CG 20 37.

| | <u>Agreement Specific</u> |
|---|-------------------------------|
| Each Occurrence | \$5,000,000 |
| Personal and Advertising Injury Each Occurrence | \$5,000,000 |
| Products and Completed Operations Aggregate | \$5,000,000 |

C. Business Automobile Liability Insurance

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

| | |
|---|-------------|
| Each Occurrence – Bodily Injury and Property Damage Combined | \$2,000,000 |
|---|-------------|

D. Environmental Insurance (Pollution)

Such insurance will be maintained for liability resulting from pollution or other environmental impairment, which arises out of work under this Agreement. Company will provide and maintain environmental coverage from the inception of this Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of this Agreement. If on a claims-made basis, insurance must cover claims reported within five years of the end of this Agreement.

Limits of Coverage will be:

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

E. Professional Liability Insurance

The Company shall provide or require its subcontractors performing design and engineering services to provide professional liability insurance in the amounts below. The policy will remain in force for a period of five years following completion of all construction activities. The minimum limits of coverage are:

| | |
|------------------|-------------|
| Each Claim | \$5,000,000 |
| Annual Aggregate | \$5,000,000 |

F. Property Insurance

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

G. 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 this Agreement, waives all rights against the Authority, members of 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. Authority, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Agreement, waives all rights against the Company, its officers, employees, subtenants, agents, and stockholders, for damages or loss to the extent covered and paid for by any insurance maintained by the Authority.

H. Conditions of Acceptance

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

ARTICLE 20
SECURITY FOR PAYMENT

[Intentionally Deleted]

ARTICLE 21
PROPERTY DAMAGE

21.01 Partial Damage

In the event a portion of the Premises and/or Company's Improvements is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Company will give Authority prompt notice thereof and commence repairs at Company's own cost and expense. Such repairs and restoration shall be effected with reasonable diligence, subject to reasonable delays for adjustment of the insurance loss.

21.02 Extensive Damage

In the event damages as referenced in Section 21.01 of this Article are so extensive as to render a significant portion of the Premises and/or Company's Improvements untenable, but capable of being repaired within 120 days, Company will give Authority prompt notice thereof and commence repairs at Company's own cost and expense. Such repairs and restoration shall be effected with reasonable diligence, subject to reasonable delays for adjustment of the insurance loss.

21.03 Complete Destruction

In the event damages as referenced in Section 21.01 of this Article are so extensive as to render a substantial portion of the Premises and/or Company's Improvements untenable, and the Premises and/or Company's Improvements cannot be repaired within 120 days,

Company may, at its option, terminate this Agreement by notice given to Authority no later than thirty (30) days after such fire or other casualty event, provided all of the following conditions are met:

- (a) Company is not in default of this Agreement, which default is not cured within the applicable cure period (if any);
- (b) Company has paid all Rent then due;
- (c) Company has completed the Casualty Termination Work (hereinafter defined) in a good and workmanlike manner and in compliance with all laws, regardless of whether or not insurance proceeds are available for such work; and
- (d) Any Leasehold Mortgage is fully satisfied and discharged of record.

If such notice is given, this Agreement shall cease and come to an end as of the later of the date forty-five (45) days after the date Authority receives such notice or the date all of the foregoing conditions are met.

21.04 Casualty Termination Work

If Company exercises its option to terminate this Agreement pursuant to Section 21.03 of this Agreement, Company, at Company's sole expense, shall demolish the Company's Improvements (except as otherwise directed in writing by Authority, which direction shall be given to Tenant Company within thirty (30) days after Authority receives Company's notice of termination pursuant to Section 21.02), remove all debris, (including environmental cleanup and remediation), grade the land, and adequately secure the site during such remediation work (collectively, the "Casualty Termination Work").

21.05 Insurance Proceeds

Company shall be entitled to adjust all insurance claims under the policies maintained by the Company relating to damages or destruction of the Premises or the Building, and shall have control (subject to the requirements of any Leasehold Mortgage but such requirements shall not relieve Company of its obligation to complete the Casualty Termination Work) of all insurance proceeds claims under the policies maintained by the Company; provided, however, that all repairs, replacements and rebuilding shall be performed in accordance with Article 10 of this Agreement.

ARTICLE 22 COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, State, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority in the exercise of the Authority's reasonable discretion (the Authority hereby agreeing that all matters described in this Article 22 and prescribed after the date of this Agreement by the Authority will be adopted and applied in a non-discriminatory manner

with respect to all comparable projects within the Airport and, except to the extent necessitated by the fact that the Premises is within the boundaries of the Airport and specifically related to the operation of the Airport, will be generally consistent with rules, regulations, policies, procedures and directives generally applicable to comparable office buildings in the submarket in which the Premises is located), 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 23 ENVIRONMENTAL

23.01 General Conditions

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

- A. Company is knowledgeable of and agrees to comply with all applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company, from the Commencement Date of this Agreement forward, of such applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance. This Section shall survive the termination of this Agreement.

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

23.02 Environmental Considerations

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

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

23.03 Hazardous Substance and Solid Waste

A. The term "Hazardous Substance", as used in this Agreement, will mean:

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

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

- 1) any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or
- 2) any waste that can require special handling and management, including but not limited to, white goods, waste 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.

23.04 Prior Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to Company's entry upon or occupancy of the Premises 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 during the Inspection Period, the Company will cause to be prepared a Phase I Environmental Site Assessment of the Premises, which shall, upon completion, be attached to this Agreement as Exhibit C, and which will serve to establish the condition of the Premises on the effective date of this Agreement.

23.05 Off-Site and Authority Caused Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Premises that occurs by reason of the migration or flow to the Premises from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Premises or for any environmental impacts or release of Hazardous Substances associated with the Authority's occupancy of a portion of the Building or its installation and maintenance of a generator and related fuel storage tank thereon. The Parties agree that any environmental impact or release of Hazardous Substances subject to this Section 23.05 shall be excluded from the Company's indemnification obligations under this Agreement.

23.06 Petroleum Storage Systems

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

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

23.07 Stormwater

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

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

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

23.08 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the Term, as provided herein, Company will conduct an environmental inspection and examination of the Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If 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 and report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article. Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Premises that occurred prior to Company's entry upon or occupancy of the Premises, that occurred as a result of the actions of Authority or any of its employees or agents, or for which the Company is expressly not responsible pursuant to this Article 23.
- B. During the period of a cleanup due to the environmental condition of the Premises or Common Areas, Company's obligations, including the payment of Rents, charges, and fees, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 24
AMERICANS WITH DISABILITIES ACT

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

ARTICLE 25
NON-DISCRIMINATION

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

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

25.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

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

- (b) The period during which Authority or any transferee retains ownership or possession of the property.

25.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- 1) **Compliance with Regulations:** Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- 2) **Non-Discrimination:** Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 25.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.
- 4) **Information and Reports:** Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Non-compliance:** In the event of Company's non-compliance with the Non-Discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.

- 6) Incorporation of Provisions: Company will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Company becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

C. Duration:

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

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

ARTICLE 26
NON-EXCLUSIVE RIGHTS

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

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 28
RIGHT OF ENTRY

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

ARTICLE 29
RIGHT OF FLIGHT

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

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

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

ARTICLE 30
PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Premises are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the

execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 31 SIGNS

31.01 Written Approval

Except with the prior written approval of Authority, which consent will not be unreasonably withheld, conditioned or delayed, Company will not erect, maintain, or display any signs or any advertising at or on the Premises, Company's Improvements, and/or Common Areas. The Parties acknowledge that the Authority is particularly concerned about exterior signage that would extend above the top of Company's Improvements and signage that is lighted in a manner that could cause confusion to aircraft pilots utilizing the Airport.

31.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises, Company's Improvements, and/or Common Areas and, in connection therewith, will restore the portion of the Premises, Company's Improvements, and Common Areas affected by such signs or advertising to the same conditions as existed at the commencement of the term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises, Company's Improvements, and/or Common Areas, Authority may perform the necessary work at the expense of Company.

ARTICLE 32 ASSIGNMENT AND SUBLETTING

32.01 Subleases and Assignments

Company will not assign this Agreement or sublease all or substantially all of the Premises in a single transaction or related transactions, or otherwise transfer or sublet (whether by operation of law or otherwise) all or substantially all of Company's interest in this Agreement or the Premises (other than a Permitted Sublease as defined below), without the prior written consent of Authority, which will not be unreasonably withheld, conditioned or delayed. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) does not have the financial ability to make the rental payments required under this Agreement and to otherwise satisfy its financial obligations under this Agreement; (B) does not have sufficient experience to operate the facilities constructed or to be constructed on the Premises in the manner required hereunder; or (C) proposes a use different than those uses authorized in this Agreement. Notwithstanding the foregoing, so long as the Authority holds an obligation to purchase Company's Improvements pursuant to Article 55 below, any transferee, sublessee or assignee must acknowledge, in writing, such obligation. For purposes of this Agreement any direct or indirect sale, assignment, transfer, exchange or other disposition (whether in a single transaction or in a series of related or unrelated transactions) of the equity interests in the Company which results in a change of control

and/or the transfer of 50% or more of the voting interest in the Company, the direct or indirect sale, assignment, transfer, exchange or other disposition of a managing member's interest, the substitution of a managing member, or the addition of a managing member shall be deemed to be an assignment hereunder.

Notwithstanding any provision contained herein to the contrary, Company shall have the right to lease portions of the Building in the ordinary course of business to third party tenants (the "Permitted Subleases"). Authority shall have the right to approve Company's form of office sublease for such Permitted Subleases and shall have the right to review and approve the financial terms of any Permitted Subleases if (i) the subtenant is an Affiliate of the Company, (ii) the Permitted Sublease has free rent of more than 180 days or free rent that is not applied to the beginning term of such sublease, (iii) the Permitted Sublease is not a triple net lease, or (iv) the Permitted Sublease has base rent that decreases over the term of such sublease, which approval shall not be unreasonably withheld. All such Permitted Subleases shall be made upon terms and conditions with respect to rental and other terms as are generally considered normal market terms for similar premises in Hillsborough County, Florida. No office sublease shall have a term, including any renewal options, that extends beyond the term of this Agreement, unless Authority expressly approves the same, in writing, which approval shall be in Authority's sole discretion. In the event of termination of this Agreement pursuant to the terms hereof, Authority shall (i) not evict any tenant from its leased premises by reason of termination of this Agreement, and (ii) honor such office subleases as if they were direct leases between the Authority and such tenants, provided, that if any construction-related obligations of Company under any office sublease remain outstanding, Company shall be obligated to complete such construction at its sole cost and expense; and further provided, that Authority shall not be liable for any breach of any obligations owed by Company as lessor to such tenants under such office subleases, nor shall Authority be liable to such tenants for the return to tenants of any sums on deposit with Company, including, without limitation, security deposits and rent paid more than one (1) month in advance unless Company turns over such sums to Authority.

Any assignment, mortgage, license, delegation, sublease (other than a Permitted Sublease) or the like will be subject to all of the terms and conditions contained in this Agreement.

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

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

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

32.03 Subsequent Assignment/Sublease

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

32.04 Company's Liability

Upon the Authority's approval of any assignment of this Agreement by the Company, provided that the assignee/sublessee assumes all of the Company's obligations under this Agreement arising from and after the effective date of the assignment, the Company shall be released and discharged of any obligations to the Authority first arising under this Agreement after the effective date of the assignment.

32.05 Authority Right to Assign

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

ARTICLE 33 MORTGAGE RIGHTS OF COMPANY

33.01 Leasehold Mortgage Requirements

Company may, from time to time, grant to any institutional lender providing financing or refinancing to Company with respect to the Company's Interest (as defined in Section 55.10 below), a mortgage lien encumbering Company's Interest in the Premises and the Company's Improvements and its interest in, to and under this Agreement, together with an assignment of leases and rents and a security interest in any personal property owned by Company, in order to secure the repayment of such financing, including interest thereon, and the performance of all of the terms, covenants and agreements on the Company's part to be performed or observed under all agreements executed in connection with such financing or refinancing (collectively, a "Leasehold Mortgage"; and each holder of a Leasehold Mortgage (a "Leasehold Mortgagee"). No such Leasehold Mortgage, lien or security interest shall attach to Authority's interest in this Agreement or the Premises or to any personal property owned by Authority nor shall any such assignment affect Authority's interest in this Agreement, or in any leases and rents or other proceeds from the Premises. Company may have one or more Leasehold Mortgages at any time. The aggregate of the balance of any construction loan secured by Leasehold Mortgage(s) for construction of Company's Improvements shall not exceed eighty percent (80%) of the actual costs incurred by Company to construct the Company's Improvements. The aggregate of the balance of any permanent loan secured by Leasehold Mortgage(s) after construction of Company's Improvements shall not exceed eighty percent (80%) of the appraised fair market value of Company's Improvements and Company's interest in this Agreement and related easements (on an "as-stabilized" basis) as determined by an independent MAI appraiser reasonably satisfactory to the Company's lender.

33.02 Subordination

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

33.03 Production of Documents

Company will provide Authority with copies of any and all recorded and non-recorded Leasehold Mortgage documents relating to the execution, amendment or supplement of any Leasehold Mortgage executed or assigned for the Company's Interest.

33.04 Leasehold Mortgage Notice

Company shall give Authority prompt notice of each Leasehold Mortgage, together with contact information for notices to the Leasehold Mortgagee (such notice and/or any notice given by Lender to Authority of its contact information, collectively, the "Lender Notice"). Company promptly shall furnish Authority with a complete copy of each Leasehold Mortgage (including all documents and instruments comprising the Leasehold Mortgage) and all amendments, extensions, modifications and consolidations thereof, certified as such by Company. After receipt of a Lender Notice, Authority shall give such Leasehold Mortgagee, in the manner provided by the notice provisions of this Agreement, a copy of each notice of default given by Authority to Company, at the same time that Authority gives such notice of default to Company or promptly thereafter. No such notice of default given by Authority to Company shall be effective unless and until a copy of such notice shall have been so given to each such Leasehold Mortgagee at the last address furnished to Authority. The Leasehold Mortgagee shall have the right, but not the obligation (except as provided in Section 33.07), to cure such default or to cause such default to be cured, within the time periods set out in Section 33.07 below.

33.05 Mortgage Not an Assignment

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

Upon Authority providing to Company any notice of default, termination, or notice of a matter on which Authority may predicate or claim a default, Company will provide every Leasehold Mortgagee with a copy of every such notice upon receipt from Authority. Any notice to be given by Company to a Leasehold Mortgagee pursuant to this Section will be deemed properly addressed if sent by certified mail, return receipt requested, to the Leasehold Mortgagee. Authority will accept such performance by or at the instigation of such Leasehold Mortgagee as if Company had done the same.

33.06 Cure Rights of Leasehold Mortgagee

Upon Authority providing to Company any notice of default, termination, or notice of a matter on which Authority may predicate or claim a default, Company will provide every Leasehold Mortgagee with a copy of every such notice upon receipt from Authority. Any notice to be given by Company to a Leasehold Mortgagee pursuant to this Section will be deemed properly addressed if sent by certified mail, return receipt requested, to the Leasehold Mortgagee. Authority will accept such performance by or at the instigation of such Leasehold Mortgagee as if Company had done the same.

33.07 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 Authority may not exercise its right to terminate this Agreement under this Section 33.07 if, during such thirty (30) day termination notice period, the Leasehold Mortgagee:

- A. Notifies Authority of such Leasehold Mortgagee's desire to cure such event of default; and
- B. Pays or causes 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 become due prior to Leasehold Mortgagee's cure; and
- C. Complies or, in good faith with reasonable diligence and continuity, commences to comply with all non-monetary requirements of this Agreement. For purposes of this paragraph, if possession of the Company's Interest is required in order to comply with any non-monetary requirements of this Agreement, Leasehold Mortgagee shall be deemed to have commenced compliance if it institutes judicial or non-judicial foreclosure proceedings within sixty (60) days of its receipt of Authority's termination notice and diligently prosecutes such proceedings in order to obtain possession directly or through a receiver, and, upon obtaining such possession, commences promptly to cure the default and diligently prosecutes the same to completion, provided that, during the period in which such action is being taken and any foreclosure proceedings are pending, all of the other obligations of Company under this Agreement, to the extent they are reasonably susceptible to being performed by Leasehold Mortgagee, shall be performed.

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

- 33.08 Subject to the preceding sections, no Leasehold Mortgagee shall become liable under the provisions of this Agreement, or any lease executed pursuant to this Article, unless and until such time as it becomes, and then only for as long as it remains, the tenant under this Agreement or a New Lease (defined below). No Leasehold Mortgagee or designated Affiliate of a Leasehold Mortgagee shall have any personal liability under this Agreement except to the extent of its interest in this Agreement, even if it becomes Company or assumes the obligations of Company under this Agreement.
- 33.09 If this Agreement is terminated for any reason, or if this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditors' rights, provided the Leasehold Mortgagee is then in full compliance with Section 33.07, Authority shall give prompt notice thereof to each of the then Leasehold Mortgagees whose contact information Authority has received in a Lender Notice, in the manner provided by the notice provisions of this Agreement. Provided the Leasehold Mortgagee is then in full compliance with Section 33.07, Authority, upon written request of any such Leasehold Mortgagee (or if more than one Leasehold Mortgagee makes such request, the Leasehold Mortgagee whose Leasehold Mortgage has the most senior lien), made any time within thirty (30) days after the giving of such notice by Authority, shall promptly execute and deliver to such Leasehold Mortgagee a new lease of the Premises (the "New Lease"), naming such Leasehold Mortgagee or its designee as the tenant under this Agreement, for the remainder of the Term of this Agreement upon all of the terms, covenants, and conditions of this Agreement (including options to extend the term of this Agreement, if any) except for such provisions that must be modified to reflect such termination, rejection or disaffirmance and the passage of time, if such Leasehold Mortgagee shall pay to Authority, concurrently with the delivery of such New Lease, all unpaid Rents due and payable under this Agreement up to and including the date of the commencement of the term of such New Lease. Leasehold Mortgagee or its designee shall execute and deliver to Authority such New Lease within thirty (30) days after delivery of such New Lease by Authority to Leasehold Mortgagee. Upon execution and delivery of such New Lease, Leasehold Mortgagee shall cure or cause to be cured all defaults existing under this Agreement which are capable of being cured by such Leasehold Mortgagee or its designee promptly and with diligence after the delivery of such New Lease.
- 33.10 The New Lease and the leasehold estate thereby created shall, subject to the terms and conditions of this Agreement, have the same priority as this Agreement with respect to any mortgage of the Company's Interest or any leasehold interest therein or any other lien, charge or encumbrance thereon, whether or not the same shall then be in existence. Authority shall execute, and shall cause any lender holding a mortgage encumbering the Premises (the "Fee Lender") to execute, any instruments reasonably necessary to maintain such priority. Concurrent with the execution and delivery of such New Lease, Authority shall pay to the tenant named in the New Lease any moneys (including insurance and condemnation proceeds) then held by Authority (and/or such depository or Fee Lender) that would have been payable to Company as of the date of execution of the New Lease but for the termination of this Agreement. With respect to any moneys held by Authority under the terms of this Agreement that would not be payable to Company if the

Agreement had not been terminated, Authority shall continue to hold, and to disburse such moneys, in accordance with the terms of this Agreement.

- 33.11 If a Leasehold Mortgagee has timely requested a New Lease, Authority shall not, between the date of termination of this Agreement and the date of execution of the New Lease, without the written consent of such Leasehold Mortgagee, terminate any sublease of the Company's Improvements (each a "Sublease"), disturb the occupancy, interest or quiet enjoyment of any subtenant under a Sublease (each a "Subtenant"), or accept any cancellation, termination or surrender of such Sublease (unless such termination or disturbance shall be effected as a matter of law on the termination of this Agreement or is pursuant to the provisions of such Sublease(s)) or enter into any lease of all or part of the Company's Improvements (other than a new lease with a Subtenant entitled to a new lease pursuant to the terms of a subordination, non-disturbance and attornment agreement or similar agreement), which consent of such Leasehold Mortgagee shall not be unreasonably withheld, conditioned or delayed. The foregoing shall not preclude the Authority from evicting a defaulting Subtenant. Upon the execution and delivery of a New Lease under this Article, provided the Leasehold Mortgagee is then in full compliance with Section 33.07, all security deposits of Subtenants and all prepaid rent moneys of Subtenants that are in Authority's possession shall be transferred to the tenant under the New Lease, and all such leases that have been made by Authority, shall be assigned and transferred, without recourse, by Authority to the tenant named in such New Lease.
- 33.12 If more than one Leasehold Mortgagee has requested a New Lease, and the Leasehold Mortgagee whose Leasehold Mortgage had the most senior lien does not execute a New Lease or does not fully comply with the provisions of this Article regarding the delivery of such New Lease, Authority shall continue to offer, in order of the next highest priority of their respective Leasehold Mortgages, such New Lease to the remaining requesting Leasehold Mortgagees who, provided such Leasehold Mortgagee is then in full compliance with Section 33.07, shall have ten (10) days from the date of receipt of such offer to execute such New Lease and to fully comply with the provisions regarding the delivery of such New Lease, until the earlier of (a) the execution and delivery of a New Lease or (b) the expiration of the offer period for the requesting Leasehold Mortgagee whose lien is most junior. As long as any Leasehold Mortgagee shall have the right to enter into a New Lease with Authority pursuant to this Section, provided such Leasehold Mortgagee is then in full compliance with Section 33.07, Authority shall not, without the prior written consent of all Leasehold Mortgagee(s) that continue to have potential succession rights to a New Lease, terminate any Sublease, disturb the possession, interest or quiet enjoyment of any Subtenant, or accept any cancellation, termination or surrender of any such Sublease (unless such termination or disturbance shall be effected as a matter of law on the termination of this Agreement or is pursuant to the provisions of such Sublease(s)) or enter into a lease of all or part of the Company's Improvements (except for a New Lease with a Leasehold Mortgagee entitled to such New Lease or a new lease with a Subtenant entitled to a new lease pursuant to the terms of a subordination, non-disturbance and attornment agreement). The foregoing shall not preclude the Authority from evicting a defaulting Subtenant. If no Leasehold Mortgagee has the right to be offered a New Lease, or the Leasehold Mortgagee is not then in full compliance with Section 33.07, Authority shall be free of all obligations to the Leasehold

Mortgagees and shall be free to lease all or any part of the Company's Improvements at Authority's sole discretion.

- 33.13 Authority's agreement to enter into a New Lease with Leasehold Mortgagee shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by either Authority or Company. The provisions of this Article shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if this Article were a separate and independent contract made by Authority, Company and Leasehold Mortgagee. The provisions of this Article are for the benefit of Leasehold Mortgagee and may be relied upon and shall be enforceable by Leasehold Mortgagee as if Leasehold Mortgagee were a party to this Agreement.
- 33.14 Until each Leasehold Mortgagee has been given a Lender Cure Notice and this Agreement has been terminated, provided the Leasehold Mortgagee is then in full compliance with Section 33.07, Authority shall have no right and expressly waives any right arising under applicable law in and to the rentals, fees, and other amounts payable to Company under any Sublease, to the extent such rentals and fees are assigned by Company to Leasehold Mortgagee.
- 33.15 If one or more Leasehold Mortgages is in effect, then, without the prior written consent of every Leasehold Mortgagee that has delivered the Lender Notice to Authority: (a) this Agreement shall not be modified, amended or terminated by the Parties hereto, and (b) the Company's Interest shall not be surrendered by Company, and Authority shall not accept any such surrender of the Company's Interest by Company. Notwithstanding the foregoing, (i) this Agreement may be terminated by the Parties, and the Company's Interest surrendered by Company in connection with such termination, in connection with a casualty or condemnation in accordance with the terms of this Agreement, and (ii) Authority may terminate this Agreement by reason of Company's default in accordance with the terms and conditions of this Agreement, subject to the Leasehold Mortgagee's rights under this Article. If a Leasehold Mortgagee becomes the owner of the leasehold estate, such Leasehold Mortgagee shall not be bound by any modification, amendment, or termination of this Agreement made subsequent to the date of its Leasehold Mortgage and delivery to Authority of the Lender Notice except for (i) a termination effected in connection with a casualty or condemnation in accordance with the terms of this Agreement, and (ii) a termination occurring by reason of Company's default in accordance with the terms and conditions of this Agreement, subject to the Leasehold Mortgagee's rights under this Article, and (iii) a modification or amendment effected with such Leasehold Mortgagees' consent.
- 33.16 If and when a Leasehold Mortgagee or its designee succeeds Company as the tenant under this Agreement or becomes the tenant under a New Lease, as the case may be, it may assign this Agreement and/or sublease all or part of the Company's Improvements only with the written consent of Authority, which consent shall not be unreasonably withheld.
- 33.17 Authority shall, within ten (10) days after it receives the request of any Leasehold Mortgagee or prospective Leasehold Mortgagee, provide an estoppel certificate in a form reasonably acceptable to the Authority as to such matters pertaining to this Agreement as

are reasonably requested by such Leasehold Mortgagee or prospective Leasehold Mortgagee.

- 33.18 Leasehold Mortgagee shall have the right to participate in the adjustment of losses with any insurance company under policies maintained by the Company with respect to any damage or destruction of the Company's Improvements or any improvements thereon and Leasehold Mortgagee shall have the right to supervise and control the receipt and disbursements of all insurance proceeds. All insurance proceeds shall be applied to restore the Company's Improvements, subject to Leasehold Mortgagee's right to supervise and control receipt and disbursement of all insurance proceeds in accordance with the terms of the Leasehold Mortgage, or, if there is more than one Leasehold Mortgage, with the terms of the Leasehold Mortgage that has the senior lien. Unless this Agreement is terminated pursuant to Section 21.03, Company shall be entitled to the balance of any insurance proceeds under policies maintained by the Company and available after full restoration of the Company's Improvements and payment of the debt secured by all Leasehold Mortgages and payment of any sums then due to the Authority, if any. If this Agreement is terminated pursuant to Section 21.03, the Company shall be entitled to the balance of any insurance proceeds under policies maintained by the Company and available after (a) completion of the Casualty Termination Work, (b) satisfaction of any Leasehold Mortgage, and (c) payment, *pari passu*, to the Company up to the amount of the Company's unreturned equity in the Company's Improvements and to the Authority up to the amount of the Buydown.
- 33.19 Authority and Company shall each, from time to time, execute, acknowledge and deliver such further instruments, and perform such additional acts, as the other and/or a Leasehold Mortgagee may reasonably request in order to effectuate the intent and purposes of this Article.

ARTICLE 34 COMPANY TENANCY

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

ARTICLE 35 CONDEMNATION

- 35.01 The following basic terms, as used in this Agreement and in all amendments to this Agreement (unless otherwise specified or unless the context otherwise requires), shall have the meanings set forth below:
- (a) The term "Taking" shall mean a taking during the Term of all or any part of the Premises, or any interest therein or right accruing thereto including any right of access, by or on behalf of any governmental authority or by any entity granted the authority to take property through the exercise of a power of eminent domain granted by statute, any agreement that conveys to the condemning authority all or any part of the Premises as the result of, or in lieu of, or in anticipation of, the

exercise of a right of condemnation or eminent domain, or a change of grade affecting the Premises. The date of the Taking shall be deemed to be the date that title vests in the condemning authority or its designee.

- (b) The term “Award” shall mean the condemnation award and/or proceeds of the Taking, including any interest earned on the Award.
- (c) The term “Value of the Fee Estate” means the market value of Authority’s fee estate in the Premises, determined as if (i) the Premises were unimproved, encumbered by this Agreement, and unencumbered by any lien representing a monetary obligation, and (ii) no Taking was pending, threatened or under consideration. The Value of the Fee Estate shall be determined immediately prior to title vesting in the condemning authority or its designee.
- (d) The term “Value of the Company’s Improvements” means the market value of the Company’s Improvements, determined as if (i) the Premises were encumbered by this Agreement, and unencumbered by any lien representing a monetary obligation and (ii) no Taking was pending, threatened or under consideration. The Value of the Company’s Improvements shall be determined immediately prior to title vesting in the condemning authority or its designee.

35.02 Authority and Company shall each notify the other if it becomes aware of a threatened or possible Taking (including any letter of interest from the condemning authority or its designee), or the commencement of any proceedings or negotiations which might result in a Taking. Authority and Company shall have the right to appear in such proceedings, as their interests may appear, and be represented by their respective counsel.

35.03 If there is (i) a Taking of the entire Premises or of more than 70% of the rentable area of the Company’s Improvements, or (ii) a Taking (if the Premises include a parking lot or parking facility) that results in the loss of more than 70% of the number of parking spaces available at the Premises (each, a “Substantial Taking”), the Term of the Agreement shall cease and terminate on the date of the Taking as fully and completely as if such date were the originally stated expiration date (the “Expiration Date”) of this Agreement. The Award for a Substantial Taking (other than a Temporary Taking that involves a Substantial Taking, which is dealt with below) shall be allocated as follows:

- (a) Authority shall be entitled to claim and recover from the condemning authority the Value of the Fee Estate;
- (b) Company shall be entitled to claim and recover from the condemning authority an amount equal to the Value of the Company’s Improvements and unexpired leasehold interest; and
- (c) the balance of the Award, if any, shall be paid to Authority.

Additionally, and solely on the condition that such claim does not decrease the amount of the claim the Company is entitled to recover pursuant to the provisions above, the Authority may pursue a claim for the replacement costs of the Authority’s Buydown Improvements. The Parties agree that the Authority’s Buydown Improvements may be

included in the value of tenant improvements that Authority may seek under the condemnation provisions of the Office Lease executed by Company and Authority of even date herewith.

35.04 If all or any portion of the Premises is taken temporarily (a "Temporary Taking"), the following shall apply. If (i) the Temporary Taking (whether or not a Substantial Taking) ends prior to the then Expiration Date or (ii) a portion of the Premises is Taken for a period that will end after the then Expiration Date but such Taking is not a Substantial Taking, then:

- (a) This Agreement shall remain in full force and effect, including as to the portion Taken and there shall be no change in Company's obligations under this Agreement; and
- (b) There shall be no reduction in Rents; and
- (c) If clause (i) applies, the entire Award shall be paid to Company; and
- (d) If clause (ii) applies, the portion of the Award allocable to the period prior to the Expiration Date shall be paid to Company and the portion of the Award allocable to the period after the Expiration Date shall be paid to Authority.

If, however, the Temporary Taking involves a Substantial Taking and the term of the Temporary Taking extends beyond the then Expiration Date, Company may, at its option, but subject to the rights of the Leasehold Mortgagee, terminate this Agreement as of the date of the Taking, by notice given prior to the date of the Taking, in which event this Agreement shall be terminated as of the date of the Taking as fully and completely as if such date were the stated Expiration Date of this Agreement and Authority shall be entitled to the entire Award. If Company does not so elect to terminate this Agreement, this Agreement shall remain in full force and effect, there shall be no reduction in Rents and clause (d) above shall govern the distribution of the Award.

35.05 If the Taking is not a Substantial Taking or a Temporary Taking (a "Partial Taking"), this Agreement shall remain in full force and effect; provided, however, that on the date of such Partial Taking this Agreement shall terminate as to the portion of the Premises taken, which portion shall no longer be deemed part of the Premises. From and after the date of such Partial Taking, the Rents shall be reduced in an amount equal to a proportionate decrease in the square footage of the Premises. Whether or not the Award is sufficient to restore the Company's Improvements, Company shall promptly restore the Company's Improvements, to the extent reasonably practicable given the nature and scope of the Taking and the requirements of applicable law, to their condition immediately prior to such Partial Taking in accordance with the provisions of this Agreement and to a standard and quality no less than the construction of the original Company's Improvements (the "Condemnation Restoration"). The Award for the Partial Taking shall be allocated as follows:

- (a) If the Partial Taking includes any of the Company's Improvements (including any parking area), the Award shall first be applied to effect the Condemnation

Restoration. The balance of the Award (if any) shall be allocated between Company and Authority as follows:

- 1) Authority shall be entitled to an amount equal to the diminution in the Value of the Fee Estate,
- 2) Company shall be entitled to an amount equal to the diminution in the Value of the Company's Improvements, and
- 3) The balance of the Award, if any, shall be paid to Authority.

If there is a Leasehold Mortgagee, the portion of the Condemnation Award to be applied to Condemnation Restoration shall be paid to the Leasehold Mortgagee and shall be applied to such restoration in accordance with the procedures established in the Leasehold Mortgage or if not, such procedures in a manner approved by the Authority, and Company's portion of the Award shall be paid in accordance with the provisions of the Leasehold Mortgage to fund the Condemnation Restoration.

(b) If the Partial Taking does not include any portion of the Company's Improvements, the entire Award shall be paid to the Authority.

35.06 Notwithstanding the foregoing: To the extent any Award is allocated to reimbursement for real estate taxes and assessments that have been paid with respect to periods after the date title vests in the condemning authority or its designee, such portion shall be paid to the party who paid such taxes and assessments.

35.07 Company's rights under this Article shall be subject and subordinate to the rights of all Leasehold Mortgagee's.

35.08 If this Agreement terminates pursuant to this Article, Authority, within ten (10) business days after this Agreement terminates, shall return to Company all Rents previously paid that is attributable to the period after such termination. The termination of this Agreement shall not affect those obligations and liabilities of Company under this Agreement that accrued before such termination of this Agreement or that relate to periods before such termination, which obligations shall survive termination. Nothing in this Article is included for the benefit of the condemning authority, the intent being only to set out the rights of the Parties *vis à vis* one another.

ARTICLE 36 BROKERAGE COMMISSION

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

ARTICLE 37
PERSONAL PROPERTY

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

ARTICLE 38
SURRENDER OF PREMISES

Subject to the Title to Improvements Article, Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term in good and serviceable condition for a competitive building in the relevant market. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises and Common Areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within 10 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any Rents due under this Agreement, Authority will have a lien for such Rents upon any property found upon the Premises or Common Areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or Common Areas without the written approval of Authority.

ARTICLE 39
NO ACCEPTANCE OF SURRENDER

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

ARTICLE 40
WAIVER OF CLAIMS

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

ARTICLE 41
PERSONAL LIABILITY

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

term or provision of this Agreement, or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Agreement.

ARTICLE 42
FORCE MAJEURE

Neither Party will be liable to the other for any failure, delay or interruption in performance caused by Force Majeure events or circumstances affecting the Parties, their contractors or subcontractors for the duration of the Force Majeure event or circumstance. Nothing in this Article abates, postpones or diminishes Company's obligation to make payments due Authority hereunder.

ARTICLE 43
APPLICABLE LAW AND VENUE

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

ARTICLE 44
AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer is hereby empowered to act on behalf of Authority without the need for a formal meeting or resolution from the Hillsborough County Aviation Authority Board of Directors or any other party; provided the foregoing shall not preclude the Chief Executive Officer from seeking approval from the Hillsborough County Aviation Authority Board of Directors prior to acting, as determined in the Chief Executive Officer's sole and absolute discretion.

ARTICLE 45
ATTORNEY'S FEES AND COSTS

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

ARTICLE 46
INVALIDITY OF CLAUSES

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

ARTICLE 47
HEADINGS

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

ARTICLE 48
NOTICES AND COMMUNICATIONS

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

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

TO Company:
(MAIL DELIVERY)
JO TPA OFFICE 270, LLC
c/o VanTrust Real Estate, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112
Attn: President

AND TO:
JO TPA OFFICE 270, LLC
c/o VanTrust Real Estate, LLC
5555 Gate Parkway, Suite 100
Jacksonville, Florida 32256
Attn: Executive Vice President
OR

OR

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

(HAND DELIVERY)
Same address 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.

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

ARTICLE 49
SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure financing, provided that any lender providing financing secured by the Premises shall execute a mutually acceptable Subordination and Non-Disturbance Agreement recognizing the Company's rights under this Agreement. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements made by Authority authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 50
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency will demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period in excess of 90 consecutive days, then this Agreement will hereupon terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, Company's obligation to pay 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. This Article 50 shall not act or be construed as a waiver of any rights that Company or the Authority may have against the United States or any agency thereof as a result of any such taking, including, without limitation, any and all rights to receive compensation as a result of any aforesaid termination of this Agreement (which would constitute a Condemnation Proceeding).

ARTICLE 51
FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval. The Authority provided to the Company a letter from the FAA dated March 8, 2019. The Authority represents to the Company that such letter constitutes FAA approval of this Agreement.

ARTICLE 52
RADON GAS NOTIFICATION

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

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

ARTICLE 53
AGENT FOR SERVICE OF PROCESS

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

ARTICLE 54
PROHIBITED USES

The following uses shall not be permitted within any portion of the Premises: (i) arcades, game rooms or video parlors; (ii) bowling alleys; (iii) establishments providing tattoos or body piercing; (iv) any establishment selling recreational drug related paraphernalia; (v) flea markets and fire and bankruptcy sale operations; (vi) any establishment which offers entertainment or service which includes nude or partially dressed male or female persons; (vii) "adult entertainment uses", which term shall mean, for the purposes of this Agreement, any theater or other establishment which predominantly: (a) shows, previews, sells, rents, distributes or promotes in any way, movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) rated "X" or "NC-17" by the movie production industry (or any successor rating established by the movie production industry), or otherwise of a pornographic or obscene nature; (b) sells, rents or distributes sexually explicit games, toys, devices, or similar merchandise; or (c) displays or advertises any of the foregoing in any window or other location in or on any improvements that are visible from outside of such improvements; (viii) any establishment used for or operated by a bail bondsman; (ix) a pawn shop or similar establishment; (x) a store or facility whose primary purpose is to provide check cashing services; (xi) any establishment which contains any devices, equipment or facilities for the participation in, or to be used to hold, any events, functions or programs that involve gambling, wagering, betting or other similar activities, where the participants have the opportunity to receive monetary or other consideration; (xii) any residential or lodging purposes; or (xiii) any establishment that sells or markets drugs or medicines that are not legal under Federal, State, and/or Local laws or regulations. Additionally, Company shall not be permitted to condominize any portion of the Premises.

ARTICLE 55
PURCHASE

55.01 Authority Purchase

- A. Procedures to Initiate Purchase and Sale. The Authority shall purchase the Company's Improvements and leasehold interest ("Company's Interest") upon the terms and conditions set forth in this Article 55. Unless the Company delays the purchase pursuant to the terms of this Article 55 or the Parties agree otherwise in writing, the Authority shall purchase the Company's Interest on the date that is three (3) years after the date on which the Certificate of Occupancy is issued for the Company's Improvements (the "Initial Closing Date"). Unless the Company elects to extend the date for purchase pursuant to this Section 55.01, the Company shall send written notice of the Initial Closing Date to the Authority at least sixty (60) days prior to the Initial Closing Date informing the Authority of the date upon which the purchase will close (the "Purchase Notice"). Notwithstanding the foregoing, if the rentable area within the Building is not at least 93% leased sixty (60) days prior to the Initial Closing Date, then the Company may, upon written notice to the Authority sent at least sixty (60) days prior to the Initial Closing Date, extend the period of time to purchase for 24 months until the date that is five (5) years after the date upon which the Certificate of Occupancy is issued for the Building (the "First Extended Closing Date"). If the Company elects to extend the purchase date, it shall provide the Purchase Notice to the Authority at least sixty (60) days prior to the First Extended Closing Date, or, if the rentable area within the Building is not at least 93% leased sixty (60) days prior to the First Extended Closing Date, then the Company may, upon written notice to the Authority, extend the period of time to purchase for 24 additional months until the date that is seven (7) years after the date upon which the Certificate of Occupancy is issued for the Building (the "Second Extended Closing Date"). Each of the Initial Closing Date, the First Extended Closing Date and the Second Extended Closing Date will be extended as necessary in order to complete the appraisal process described in this Article 55, if applicable.

Upon issuance of the Purchase Notice or, if the Company has elected to extend the purchase twice pursuant to this Section 55.01 sixty (60) days prior to the Second Extended Closing Date, the purchase shall proceed as set forth in Sections 55.02 and 55.03 below; provided, however, in no event shall the closing date be extended beyond the outside closing date set forth in Section 55.01B except as may be necessary to complete the appraisal process described in this Article 55, if applicable. Notwithstanding the above, at any time after the Effective Date the Company and Authority may agree upon a purchase price and close on the purchase and sale of the Company's Interest.

- B. Outside Closing Date. In no event shall the Company have the right to delay the purchase beyond seven (7) years after the date on which the Certificate of Occupancy is issued for the Company's Improvements. The right to extend closing for 24 month periods under Sections 55.01A shall, if necessary, be automatically adjusted to ensure closing is not extended beyond such outside closing date.

55.02 Purchase Price

As used herein, the term “Fair Market Value” shall mean the amount determined by written agreement between Authority and Company, or if Authority and Company are unable to reach agreement, then by appraisal as follows. Company shall deliver to Authority its proposed value of the Company’s Improvements no later than thirty (30) days after the end of the 30th month after completion of Company’s Improvements. Within thirty (30) days of the Authority’s receipt of the Company’s proposed valuation, the Authority shall send written notice to the Company either accepting the proposed valuation or electing to determine the valuation by appraisals. If the Authority elects to have the Fair Market Value determined by appraisals, within thirty (30) days after the date the Authority elects to use appraisals, the Company shall have an appraisal of the Fair Market Value for Company’s Interest completed by an appraiser appointed by Company in accordance with the standards set forth in this Article and Exhibit L (“Company’s Appraisal”). If Authority so elects, the Fair Market Value set forth in Company’s Appraisal shall be the purchase price and Authority shall notify Company of such election within thirty (30) days of the Authority’s receipt of the Company’s Appraisal. If, however, Authority does not so elect, then within thirty (30) days after Authority’s receipt of Company’s Appraisal, Authority shall appoint an appraiser in accordance with the standards set forth in this Article who shall perform an appraisal of the Fair Market Value of the Company’s Interest in accordance with the standards set forth in this Article and on the attached Exhibit L. Each Party’s respective appraiser (each a “Fee Appraiser”) shall have at least one of these designations: Member of the Appraisers Institute, Senior Member of the National Association of Independent Fee Appraisers, or Society of Real Estate Appraisers, Senior Real Property Appraiser. If either of the Parties learns that its Fee Appraiser is not qualified under this Article, it shall nominate another Fee Appraiser who is so qualified.

Within thirty (30) days of Authority’s nomination of its Fee Appraiser, Authority’s Fee Appraiser and Company’s Fee Appraiser shall nominate a third Fee Appraiser (“Independent Appraiser”) with the qualifications set forth above. Each Fee Appraiser shall submit the name of the selected Independent Appraiser in writing to Authority and Company. If the Fee Appraisers fail to agree upon an Independent Appraiser, Authority and Company shall dismiss them, and the process under this Article shall begin anew.

Company’s Fee Appraiser’s appraisal of the Fair Market Value of Company’s Interest shall be submitted to the Independent Appraiser. Within forty-five (45) days of Authority’s nomination of its Fee Appraiser, Authority’s Fee Appraiser shall submit to the Independent Appraiser his or her appraisal of the Fair Market Value (“Authority’s Appraisal”) of Company’s Interest. The appraisal reports of both Authority’s Fee Appraiser and Company’s Fee Appraiser shall certify:

- (a) The Fee Appraiser has no financial interest in Company, its parent, subsidiaries or affiliates, nor the construction or operations on the Premises or any adjacent realty.
- (b) The Fee Appraiser is not a full-time employee, presently or within the immediately preceding calendar year, of Authority or Company.
- (c) The appraised Fair Market Value reflects that Authority and Company are willing, but not compelled, to enter into the transaction.

- (d) The appraised Fair Market Value reflects the current value of the Building and the Company's interest in the Premises as of the date of such appraisal.
- (e) The Fee Appraiser shall not consider the restrictions on construction and use of the Premises imposed upon Authority and Company by this Agreement, but shall consider any restrictions imposed upon the fee parcel by applicable law or previously recorded encumbrances.

Within forty-five (45) days of receipt of these appraisals, the Independent Appraiser shall provide Authority and Company with his written estimate of the Fair Market Value of the Company's Interest, which estimate will be determined in accordance with the guidelines of this Article and Exhibit L. The Independent Appraiser is not bound to accept either appraisal of the Fee Appraisers in its entirety, but in the event the Independent Appraiser does not select either appraisal, the Independent Appraiser shall submit an estimate of the Fair Market Value of the Company's Interest.

If the Independent Appraiser's estimate of Fair Market Value of the Company's Interest exceeds the higher or is less than the lower of the Fee Appraisers' appraisals, then the Fee Appraisers and Independent Appraiser shall be dismissed, and the process under this Article shall begin anew. Otherwise, the Fair Market Value submitted by the Independent Appraiser within the guidelines of this Article and Exhibit L shall be the purchase price.

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

55.03 Closing Costs and Contingencies

Company shall pay for the cost of title insurance, and cost to satisfy B-1 requirements of the title commitment, all standard exceptions contained on B-2 of the title commitments and the cost to remove or cure any exceptions to title added after the effective date of this Agreement (unless such additional exceptions were recorded by the Authority or approved, in writing, by Authority). Additionally, as a condition precedent to any such sale, the Authority shall obtain (i) a clean environmental site assessment (i.e., no new recognized environmental condition that did not exist at the date of execution of this Agreement other than any new condition caused by the Authority) and (ii) a property condition report indicating the Company's Improvements are in good condition given age and use thereof. In the event either the environmental site assessment or property condition report are not satisfactory to Authority, Authority shall give written notice of any unsatisfactory issues to Company and Company shall have 30 days to cure such unsatisfactory matters to Authority's reasonable satisfaction. At the closing Company shall execute and deliver to Authority all commercially reasonable closing documents, including, without limitation, an assignment of this Agreement, a bill of sale for personal property including the Company's Improvements, an assignment and assumption of leases (including transfer of any tenant deposit and prepaid rents, if any), an assignment of permits and warranties (including any general contractor and/or subcontractor warranties), an assignment and assumption of service contracts, an assignment of all plans and specifications, a FIRPTA affidavit, a lien, possession and gap affidavit, lease estoppel letters, and requisite authorizing resolutions. Nothing in this Article will be

construed to make Company liable in any way for any environmental impacts described in Article 23.05.

ARTICLE 56
MEMORANDUM OF AGREEMENT

Upon the execution and delivery of this Agreement by both Parties, the Parties shall each execute a Memorandum of Agreement in the form attached hereto as Exhibit H. Company shall cause such Memorandum of Agreement to be recorded in the land records of Hillsborough County. Upon the date of termination of this Agreement, the Parties agree to execute and record a termination of such Memorandum of Agreement in the land records of Hillsborough County.

ARTICLE 57
WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES

57.01 Non-Discrimination

It is the policy of the Authority that W/MBEs, as defined in Authority's W/MBE Policy and Program, will have full and fair opportunities to compete and participate in the performance of non-federally funded agreements or in the purchase of goods and services procured by the Authority. Consequently, the applicable portions of Authority's W/MBE Policy and Program, as amended from time to time, will apply to this Agreement.

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of Authority's W/MBE Policy and Program in the award and administration of contracts.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.
- C. Company agrees to include the statements in paragraphs A and B above in any subsequent contracts that it enters into related to the design and construction under this Agreement and cause those businesses to similarly include the statements in further contracts.
- D. Company agrees to ensure that W/MBEs, as defined in the Authority's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Agreement, and Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.

57.02 W/MBE Goal

W/MBE Goal. The Company will subcontract to certified W/MBEs in an amount equal to at least 10.0% of the total design and construction costs of the Office Building and Parking Garage. The goal stated herein is enforceable under the terms of this Agreement.

- A. If Company fails to achieve the W/MBE goal stated herein, it will be required to provide documentation demonstrating that it made Good Faith Efforts as described in Section 7 of Authority's W/MBE Policy and Program.
- B. All W/MBEs interested in participating in contracting/subcontracting opportunities will be certified as eligible W/MBEs before said business enterprise begins their portion of this Agreement work. Only certified W/MBEs will count toward the W/MBE goal.
- C. In the event Company qualifies as an eligible W/MBE, the W/MBE goal will be deemed to have been met if Company performs at least the prescribed W/MBE goal of the work with its own forces.

57.03 W/MBE Termination and Substitution

Company will not terminate a W/MBE for convenience without the Authority's prior written consent. If a W/MBE is terminated by Company with the Authority's consent or because of the W/MBE's default, then Company must make a good faith effort, in accordance with the requirements of the Authority's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.

57.04 Reporting Requirements

Company agrees that, within 15 days after the expiration of each calendar month during the Term of this Agreement, beginning on the Effective Date of this Agreement, it will provide a W/MBE Utilization Activity report to the Authority's Business Diversity Manager, in a form acceptable to the Authority, reflecting, as applicable, Company's total dollar value of design and construction costs paid for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Authority's W/MBE Policy and Program. Prior to the start of construction and again at 50% completion, based on dollars expended, a plan of action reflecting how the W/MBE commitment will be achieved shall be submitted to the Authority.

57.05 Monitoring

The Authority will monitor the compliance and good faith efforts of Company in meeting these requirements. The Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which Company will maintain for a minimum of three years following the end of this Agreement.

57.06 Indemnity

Company agrees to indemnify the Authority from the loss of any funds or other damages that may result from Company's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with

said failure by Company or good faith investigation by Authority. Failure of Company to make a good faith effort to achieve W/MBE goals will be a material breach of this Agreement. The determination of whether Company's efforts were made in good faith will be made by the Authority.

57.07 Failure to Comply

Failure by the Company to carry out the requirements of Authority's W/MBE Policy and Program is a default of this Agreement, which shall permit Authority to pursue the remedies under the Default and Termination Article of this Agreement or such other remedy as the Authority deems appropriate, to include, but not be limited to:

- A. Withholding of payments to Company under this Agreement until the Company complies, if applicable; and/or
- B. Assessing sanctions; and/or
- C. Cancellation, termination or suspension of this Agreement in whole or in part (subject to the provisions of Section 14.02); and/or
- D. Suspension or debarment of Company from eligibility to contract with the Authority in the future or to receive bid packages, request for proposals (RFP) or request for qualification (RFQ) packages, pursuant to the Authority's Policy P414, Suspension/Debarment of Contractors.

57.08 Applicability The obligations under this Article 57 shall terminate as of the date the Company's Improvements are complete and a Certificate of Occupancy has been issued for the Company's Improvements

ARTICLE 58
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 59
GUARANTY

Unless the Company delivers a Termination Notice, Company will deliver in favor of the Authority a completion guaranty from VTC Guarantor, LLC (the "Guarantor"), in the form attached as Exhibit "K" hereto (the "Guaranty") at the end of the Inspection Period.

ARTICLE 60
MISCELLANEOUS

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

ARTICLE 61
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 62
COMPLETE AGREEMENT

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this ____ day of _____, 2019.

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:

LEGAL FORM APPROVED:

Witness Signature

By: _____
David Scott Knight
Assistant General Counsel

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, 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, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires
(if not on stamp or seal)

JO TPA OFFICE 270, LLC, a Florida limited liability company

Signed in the presence of:

By: _____

David M. Harrison

Title: Manager

4900 Main Street, Suite 400
Kansas City, MO 64112

Witness Signature

Print Name

Witness Signature

Print Name

STATE OF MISSOURI
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by David M. Harrison in the capacity of Manager of JO TPA OFFICE 270, LLC, a Florida limited liability company, on its behalf. He is personally known to me and did not take an oath.

Stamp or Seal of Notary

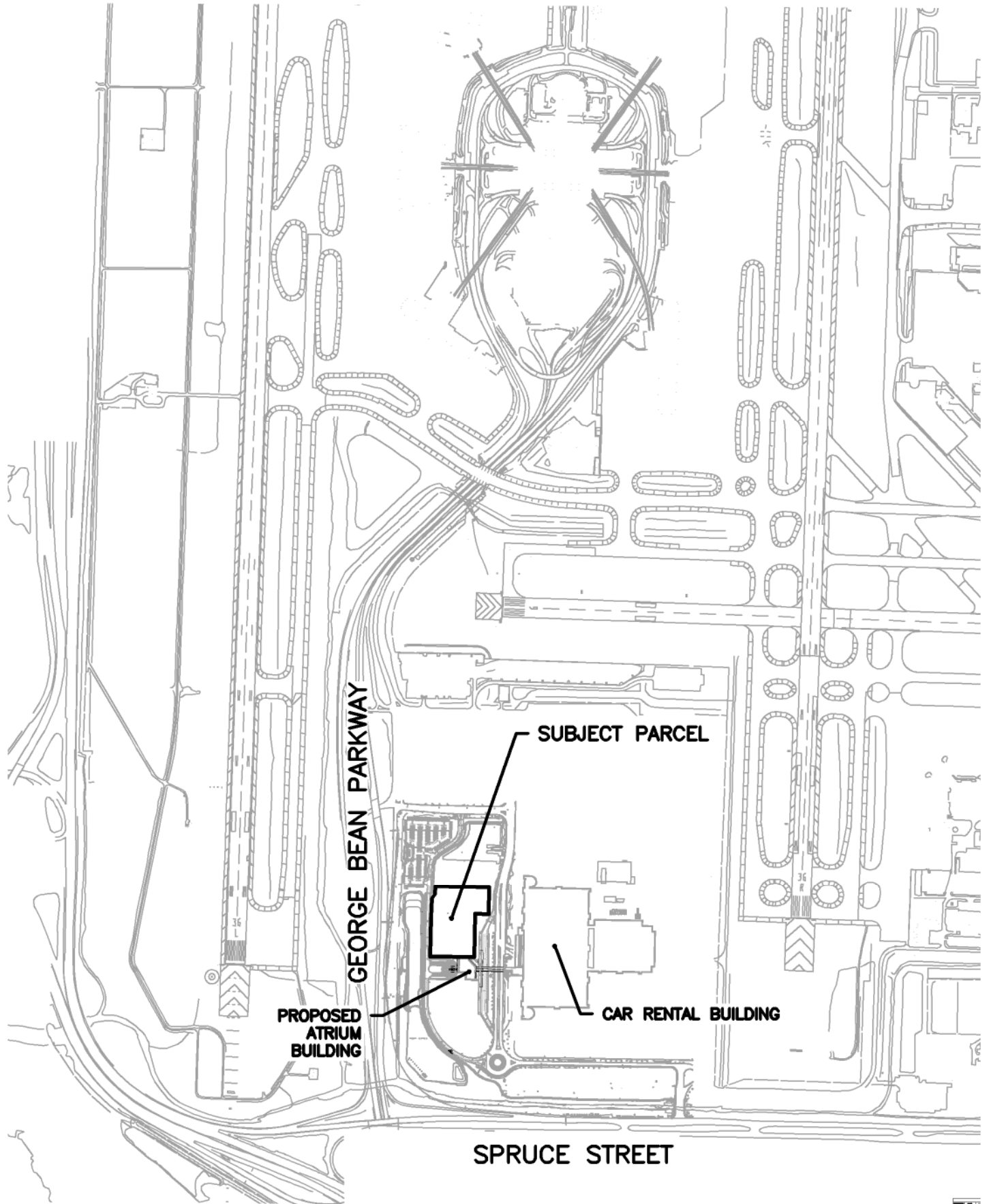
Signature of Notary

Printed Name

Date Notary Commission Expires
(if not on stamp or seal)

EXHIBIT A-1 - GENERAL LOCATION OF PREMISES

KEY MAP



NOT A SURVEY

Date: 2/15/2019 2:40:32 PM DOMENL | Plot: 2/20/2019 3:41:24 PM DOMENL | Path: \\V:\2156\user\215614011\survey\drawing\sketch-and-legal\parcel_2.dwg; layout1_00

| | | | |
|--|---|---|---|
| SCALE: 1" = 1000' | <p>One Team. Infinite Solutions 777 S. Harbour Island Blvd. STE 800, Tampa, FL 33602 800.643.4336 • 813.223.9500 • F 813.223.0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866</p> | TITLE: PARCEL SKETCH & DESCRIPTION PROJECT: SKYCENTER OFFICE CLIENT: TAMPA INTERNATIONAL AIRPORT | PROJECT NO: 215613967 INDEX NO: PARCEL 2 DATE: 2-15-2019 |
| LEAD TECH: JDO SEC-TWP-RGE 18-235-10E | | SHEET NO: 1 OF 2 | |

EXHIBIT A-2 - PREMISES DETAIL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

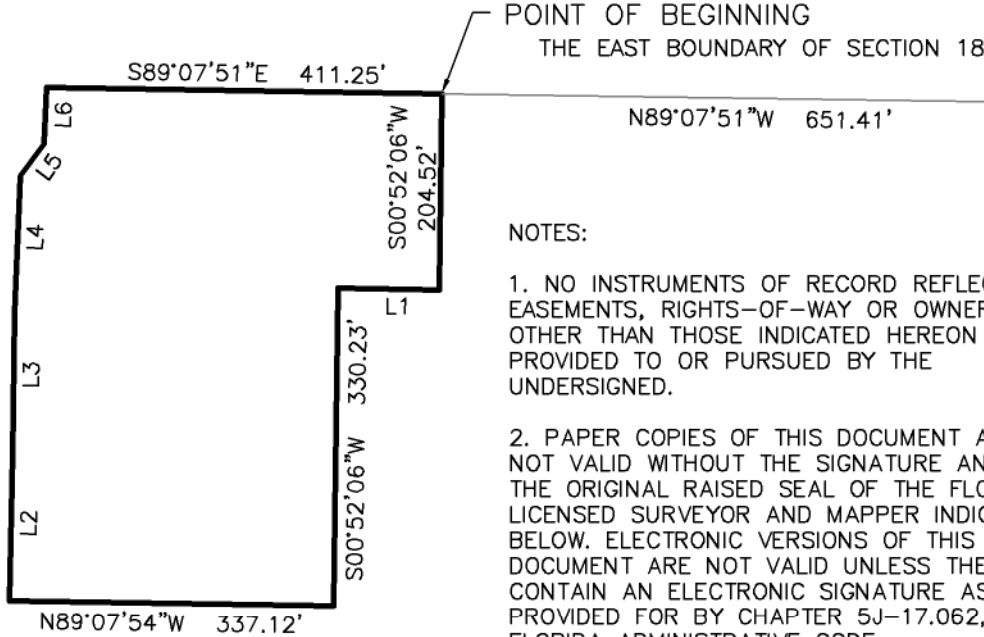
COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND RUN THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 18, S00°29'29"W, 783.37 FEET; THENCE DEPARTING SAID BOUNDARY LINE, N89°07'51"W, 651.41 FEET TO THE POINT OF BEGINNING; THENCE S00°52'06"W, 204.52 FEET; THENCE N88°50'51"W, 104.95 FEET; THENCE S00°52'06"W, 330.23 FEET; THENCE N89°07'54"W, 337.12 FEET; THENCE N01°10'41"E, 151.88 FEET; THENCE N00°48'36"E, 147.22 FEET; THENCE N02°26'58"E, 142.73 FEET; THENCE N36°28'30"E, 42.06 FEET; THENCE N02°33'50"E, 58.30 FEET; THENCE S89°07'51"E, 411.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.56 ACRES, (198,667 SQUARE FEET), MORE OR LESS.

POINT OF COMMENCEMENT
THE NORTHEAST CORNER OF SECTION 18

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N88°50'51"W | 104.95' |
| L2 | N01°10'41"E | 151.88' |
| L3 | N00°48'36"E | 147.22' |
| L4 | N02°26'58"E | 142.73' |
| L5 | N36°28'30"E | 42.06' |
| L6 | N02°33'50"E | 58.30' |

S00°29'29"W 783.37'

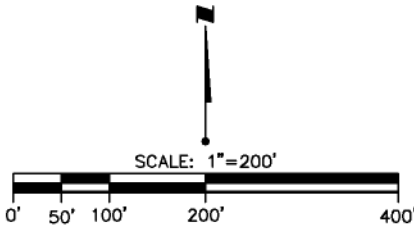


NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. PAPER COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW. ELECTRONIC VERSIONS OF THIS DOCUMENT ARE NOT VALID UNLESS THEY CONTAIN AN ELECTRONIC SIGNATURE AS PROVIDED FOR BY CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.
3. BEARINGS SHOWN HEREON ARE BASED ON EAST BOUNDARY LINE OF SECTION 18. HAVING AN ASSUMED BEARING OF S00°29'29"W.

STANTEC CONSULTING SERVICES INC.
CERTIFICATE OF AUTHORIZATION No.L.B.7866

JAMES DARIN O'NEAL, PSM
FLORIDA LICENSE No.L.S.5926



NOT A SURVEY

Save: 2/15/2019 11:18:49 AM DONEAL | Pldtst: 2/15/2019 2:02:27 PM DONEAL | W:\2156\active\21561401\Survey\Drawings\sketch-and-legal\parcel_2.dwg\layout1

| | | | |
|---------------------------|--|---|--------------------------|
| SCALE: 1"= 200' | <p>One Team. Infinite Solutions 777 S. Harbour Island Blvd. STE 800, Tampa, FL 33602 800.643.4336 • 813.223.9500 • F 813.223.0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization L.B.7866</p> | TITLE PARCEL SKETCH & DESCRIPTION | PROJECT NO. 215613967 |
| LEAD TECH. JDO | | FROM SKYCENTER OFFICE | INDEX NO: PARCEL 2 |
| SEC-TWP-RGE 18-29S-18E | | CLEAR TAMPA INTERNATIONAL AIRPORT | DATE: 2-15-2019 |

EXHIBIT A-3

LEGAL DESCRIPTION AND SKETCH

To be provided per Section 3.01(C) upon completion of Company's Improvements.

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

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

| | |
|--|----------------------------|
| STANDARD PROCEDURE | Number: <u>S250.06</u> |
| Aviation Authority | Effective: <u>05/31/02</u> |
| | Revised: <u>01/16/19</u> |
| Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS | Page: <u>2</u> of <u>7</u> |

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> |
| Aviation Authority | Effective: <u>05/31/02</u> |
| | Revised: <u>01/16/19</u> |
| Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS | Page: <u>5</u> of <u>7</u> |

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 C

ENVIRONMENTAL BASELINE REPORT

To be provided during the inspection period per Section 23.04.

EXHIBIT E – AUTHORITY IMPROVEMENTS

The documents listed below were provided to Company and are incorporated by reference.

The following item(s) have been sent to you by James Hanney

Download all Link will expire on 3/20/2019 23:59

SkyCenter Plans

| Type | Name | Date Modified | Size |
|------|---|------------------|----------|
| PDF | (1) Div. 0 Vol. 1.pdf | 12/19/2018 11:30 | 48.1 MB |
| PDF | (2) Div. 01 Vol. 1.pdf | 11/19/2018 11:39 | 2.4 MB |
| PDF | (3) Speers_Volume_2_Combined_11302018.pdf | 12/9/2018 14:29 | 13.9 MB |
| PDF | (4) Speers_Volume_3_Combined_11302018.pdf | 12/9/2018 14:29 | 18 MB |
| PDF | (5) Volume1_Combined_11282018.pdf | 12/9/2018 14:29 | 362.2 MB |
| PDF | (6) Volume2_Combined_11282018.pdf | 12/9/2018 14:30 | 161.6 MB |
| PDF | EXHIBIT A - APPLICATION FOR PAYMENT.pdf | 4/12/2018 13:56 | 550.5 KB |
| PDF | EXHIBIT B - CHANGE ORDER FORM.pdf | 11/27/2017 12:27 | 539.7 KB |
| PDF | EXHIBIT C - E-VERIFY CERTIFICATION FORM.pdf | 8/22/2018 11:06 | 469 KB |

9 Item

Powered by Varonis DataAnyWhere

| Category** | Amount | Comments |
|---|----------------------|--|
| Building Structure | \$ 3,965,992 | Building height requirements due to Atrium floor to floor connection requirements; Category IV versus Category II Construction Type, Extended Duration to Construct Category IV; AOC/NOC Floor Loading and Insulation Requirements; Pedestrian Connector Roof Mezzanine due to Flood Elevation Requirements for Equipment; Stair/Elevator Walls CIP Concrete versus Shaft Wall; Interconnecting Stair at HCAA Office; Deluge Fire System at Atrium Glass Partition intersection; Smoke Partition between Office and Atrium at Level 1; Coordination of Building Construction with Adjacent Atrium Building Construction. |
| Building Enclosure (Skin) | \$ 1,231,623 | Enclosed Connector; Glass in excess of 75% of Skin versus typical glass/skin of +/- 65%. |
| Building Finishes | \$ 3,081,856 | TI and Equipment for Dining/Kitchen, Conference Center, Fitness, Main Lobby and Elevator Lobbies. |
| Building Conveying Systems | \$ 516,301 | Addition of 5th Passenger Elevator versus using combination freight/passenger elevator. |
| Building Mechanical (F,P,M) | \$ 5,650,725 | Water Cooled Chillers; vertical ventilation shafts; redundant fans at AHU; HVAC equipment options; Sole Source Temperature Controls; Stair/Elevator Pressurization; Conditioned AHU Rooms; Penthouse; LEED Silver/Well Building Options; Dedicated ERV at Dining. |
| Building Systems | \$ 1,533,284 | Chases, piping and infrastructure for MEPF systems in dedicated chases for HCAA floors in addition to chases servicing remainder of building; Power Monitoring; Elevator Control System Link; PA System; DAS; Sole Source Fire Alarm. |
| Sitework | \$ 339,556 | Earthwork to cut from elevation 14.5 to top of pile cap for Deep Foundation System installation and backfill/compaction back to 14.5; Outdoor Seating Area 8,000sf; Bike/Running Path. Coordination with adjacent Atrium construction. |
| Parking Garage | \$ 4,457,494 | Stainless steel Vector Connections at 2T members; Additional 237 spaces (1 elevated level); Rooms for Telecom/Security equipment; Infrastructure and HVAC for Telecom/Security rooms; Charging Stations at 5% spaces; Precast to support future Solar Array; DAS; Elevator control systems. Coordination with adjacent Atrium construction. |
| Builder's Risk Insurance | \$ 496,007 | <i>Insurance Policy by Contractor for duration of project. (This line is the balance between the policy amount and what is already included in the cost line items above.)</i> |
| Payment & Performance Bonds | \$ 509,907 | <i>Developer is required by HCAA to hold P&P Bonds over Contractor. (This line is the balance between the policy amount and what is already included in the cost line items above.)</i> |
| SUBTOTAL | \$ 21,782,746 | |
| Design | \$ 2,872,912 | Design Fees in excess of Market Standard Core & Shell, Portion of Design Fee for all Enhancement items listed above. |
| Design Contingency | \$ 125,093 | Portion of Design Contingency for Enhancement items listed above. |
| Future Escalation Q3-2019 | \$ 754,309 | Portion of Project Cost Escalation for Enhancements from July 2018 through 2nd Quarter 2019. |
| SUBTOTAL | \$ 3,752,314 | |
| TOTAL BUY DOWN ENHANCEMENTS* | \$ 25,535,060 | |
| *Breakdown is for Accounting Purposes only, based on Response to RFP 7/6/18 | | |
| **List of items does not consider Financing Cost or Capitalization Rates for Real Estate Deal or Developer Fee | | |
| ***Amounts include proportion of General Conditions/Requirements, Fees, Building Permits, Insurance Requirements. | | |

Payment Schedule:

Buy down will be paid in installments during the construction phase at the same percentage complete invoiced by the Company's Design-Builder.

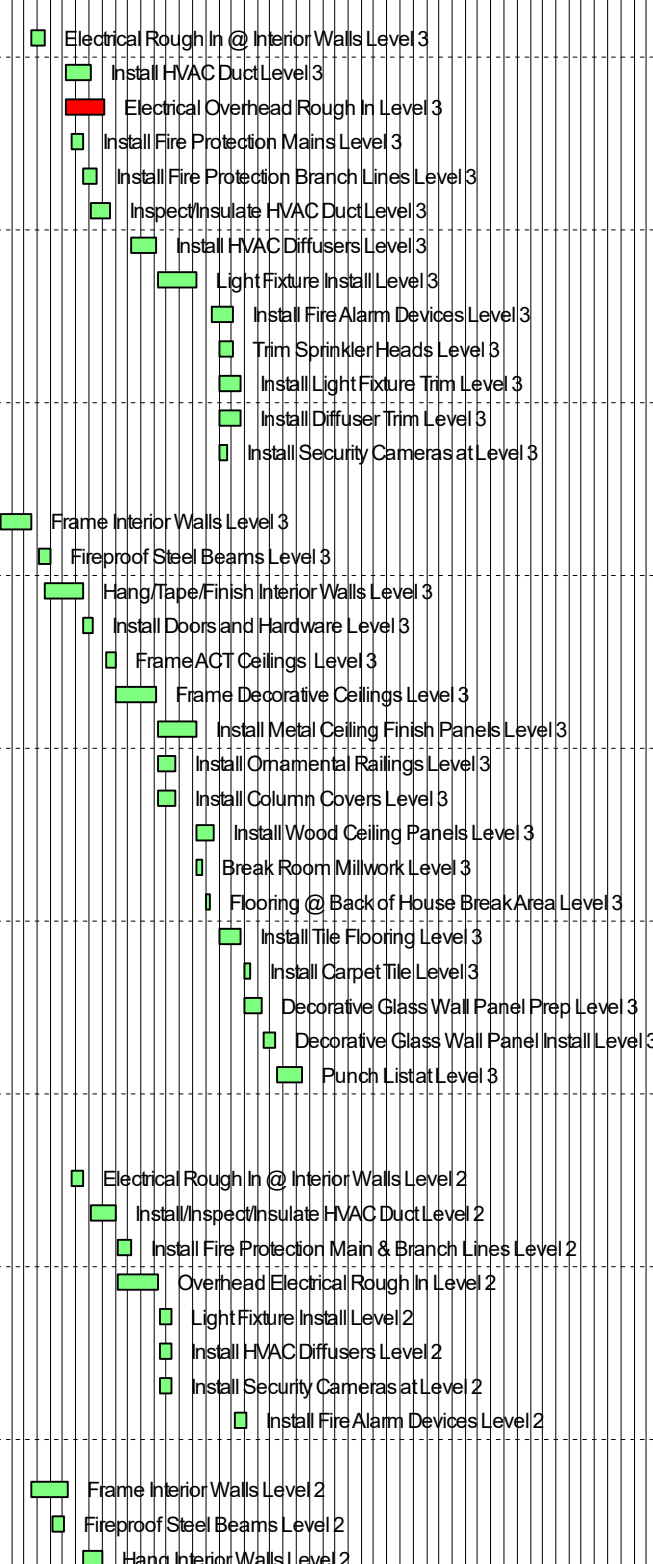
EXHIBIT E-3 - SCHEDULE FOR AUTHORITY IMPROVEMENTS

| SkyCenter Baseline Schedule | | | | SkyCenter CPM Development | | | | | | | | | | | | | 13-Feb-19 12:28 | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------|-------------------|---------------------------|-----------|------------|-------------|--|---|---|---|---|---|---|---|---|-----------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|--|
| Activity ID | Activity Name | Responsible Subcontract | Original Duration | RD | Start | Finish | Total Float | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | | |
| SkyCenter Baseline Schedule | | | 422 | 422 | 14-Jan-19 | 04-Sep-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Time Table Summary | | | 422 | 422 | 14-Jan-19 | 04-Sep-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME1 | Cell Lot Construction Duration | | 318 | 318 | 14-Jan-19 | 27-Nov-19 | 1 | Cell Lot Construction Duration | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME2 | Developer's Building Pad Construction Duration | | 191 | 191 | 14-Jan-19 | 23-Jul-19 | 3 | Developer's Building Pad Construction Duration | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME3 | NTP | | 0 | 0 | 14-Jan-19 | | 0 | ◆ NTP | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME4 | RCC Curbside Construction Duration | | 302 | 302 | 14-Jan-19 | 11-Nov-19 | 18 | RCC Curbside Construction Duration | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME5 | SkyCenter Construction Duration | | 500 | 500 | 14-Jan-19 | 27-May-20 | 0 | SkyCenter Construction Duration | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME6 | Developers Pad Turnover (NTP + 195D 7/27/19) | | 0 | 0 | | 23-Jul-19* | 3 | ◆ Developers Pad Turnover (NTP + 195D 7/27/19) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME8 | RCC Curbside Turnover (NTP + 320D 11/29/19) | | 0 | 0 | | 11-Nov-19* | 13 | ◆ RCC Curbside Turnover (NTP + 320D 11/29/19) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME7 | Cell Lot Turnover (NTP + 320D 11/29/19) | | 0 | 0 | | 27-Nov-19* | 1 | ◆ Cell Lot Turnover (NTP + 320D 11/29/19) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME9 | Substantial Completion (NTP + 500D 5/28/20) | | 0 | 0 | | 27-May-20* | 0 | ◆ Substantial Completion (NTP + 500D 5/28/20) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME10 | HCAA Complete Final Completion Punch List | | 60 | 60 | 28-May-20 | 26-Jul-20 | 0 | HCAA Complete Final Completion Punch List | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME11 | HP Complete Final Completion Punch List | | 30 | 30 | 27-Jul-20 | 04-Sep-20 | 0 | HP Complete Final Completion Punch List | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TIME12 | Final Completion | | 0 | 0 | | 04-Sep-20 | 0 | ◆ Final Completion | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Procurement | | | 221 | 221 | 14-Jan-19 | 21-Nov-19 | 127 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Award Subcontracts & Purchase Orders | | | 20 | 20 | 14-Jan-19 | 08-Feb-19 | 93 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1000 | Award Site Contract | HP | 12 | 12 | 14-Jan-19 | 29-Jan-19 | 0 | Award Site Contract | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1010 | Award Site Fencing | HP | 10 | 10 | 14-Jan-19 | 25-Jan-19 | 0 | Award Site Fencing | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1020 | Award Site Survey | HP | 10 | 10 | 14-Jan-19 | 25-Jan-19 | 18 | Award Site Survey | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1030 | Award Site Electrical | HP | 10 | 10 | 14-Jan-19 | 25-Jan-19 | 43 | Award Site Electrical | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1040 | Award Drilled Piers | HP | 10 | 10 | 14-Jan-19 | 25-Jan-19 | 3 | Award Drilled Piers | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1060 | Award Structural Concrete | HP | 10 | 10 | 14-Jan-19 | 25-Jan-19 | 2 | Award Structural Concrete | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1070 | Award Conveying Systems | HP | 20 | 20 | 14-Jan-19 | 08-Feb-19 | 93 | Award Conveying Systems | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1080 | Award Curtain Wall | HP | 20 | 20 | 14-Jan-19 | 08-Feb-19 | 49 | Award Curtain Wall | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1090 | Award Structural Steel | HP | 10 | 10 | 14-Jan-19 | 25-Jan-19 | 13 | Award Structural Steel | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Procure UG Site Utility Pipe and Structures | | | 131 | 131 | 30-Jan-19 | 02-Aug-19 | 80 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1160 | Prepare/Submit Submittals for New UG Utility Materials | CGI | 15 | 15 | 30-Jan-19 | 19-Feb-19 | 0 | Prepare/Submit Submittals for New UG Utility Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1170 | Prepare/Submit Submittals for PS-1 & PS-2 | CGI | 20 | 20 | 30-Jan-19 | 26-Feb-19 | 15 | Prepare/Submit Submittals for PS-1 & PS-2 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1250 | Approve - Site UG Utilitie Material Submittal | HCAA | 10 | 10 | 20-Feb-19 | 05-Mar-19 | 0 | Approve - Site UG Utilitie Material Submittal | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1290 | Approve - Pump Station Submittals | HCAA | 10 | 10 | 27-Feb-19 | 12-Mar-19 | 15 | Approve - Pump Station Submittals | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1300 | Fabricate/Ship - New UG Utility Material | CGI | 30 | 30 | 06-Mar-19 | 16-Apr-19 | 0 | Fabricate/Ship - New UG Utility Material | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1360 | Material Lead Time for new Lift Stations | CGI | 100 | 100 | 13-Mar-19 | 01-Aug-19 | 15 | Material Lead Time for new Lift Stations | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1100 | Deliver UG Piping & Structures | CGI | 1 | 1 | 17-Apr-19 | 17-Apr-19 | 0 | Deliver UG Piping & Structures | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1470 | Deliver - PS-1 | CGI | 1 | 1 | 02-Aug-19 | 02-Aug-19 | 15 | Deliver - PS-1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1490 | Deliver - PS-2 | CGI | 1 | 1 | 02-Aug-19 | 02-Aug-19 | 80 | Deliver - PS-2 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Procure Electrical Materials | | | 211 | 211 | 28-Jan-19 | 21-Nov-19 | 127 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1150 | Prep&Submit- Electrical Submittals | PEG | 20 | 20 | 28-Jan-19 | 22-Feb-19 | 43 | Prep&Submit- Electrical Submittals | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1260 | Approve- Electrical Submittals | HCAA | 10 | 10 | 25-Feb-19 | 08-Mar-19 | 43 | Approve- Electrical Submittals | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1310 | Fab&Ship- Switchgear | PEG | 80 | 80 | 11-Mar-19 | 01-Jul-19 | 43 | Fab&Ship- Switchgear | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1320 | Fab&Ship- Generator | PEG | 120 | 120 | 11-Mar-19 | 27-Aug-19 | 187 | Fab&Ship- Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1480 | Deliver- Switchgear | PEG | 1 | 1 | 06-Aug-19 | 06-Aug-19 | 23 | Deliver- Switchgear | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1500 | Deliver- Generator | PEG | 1 | 1 | 21-Nov-19 | 21-Nov-19 | 127 | Deliver- Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Procure Concrete Materials | | | 46 | 46 | 28-Jan-19 | 01-Apr-19 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1120 | Prep & Submit Concrete Reinforcing and Material Submittals | ASG | 20 | 20 | 28-Jan-19 | 22-Feb-19 | 2 | Prep & Submit Concrete Reinforcing and Material Submittals | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1270 | Approve - Concrete Submittals | HCAA | 10 | 10 | 25-Feb-19 | 08-Mar-19 | 2 | Approve - Concrete Submittals | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CFC1330 | Fab & Ship Reinforcing Materials | ASG | 15 | 15 | 11-Mar-19 | 29-Mar-19 | 2 | Fab & Ship Reinforcing Materials | | | | | | | | | | | | | | | | | | | | | | | | | | | |

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

TASK filter: All Activities

| Activity ID | Activity Name | Responsible Subcontractor | Original Duration | RD | Start | Finish | Total Float | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | | | |
|-----------------------------------|---|---------------------------|-------------------|----|-----------|-----------|-------------|-----|-----|-----------|-----------|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|--|--|
| Interior Build Out Level 3 | | | | | | | | 114 | 114 | 22-Oct-19 | 01-Apr-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | |
| MEP Level 3 | | | | | | | | 78 | 78 | 08-Nov-19 | 28-Feb-20 | 52 | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1010 | Electrical Rough In @ Interior Walls Level 3 | PEG | 5 | 5 | 08-Nov-19 | 14-Nov-19 | 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1040 | Install HVAC Duct Level 3 | SPM | 9 | 9 | 26-Nov-19 | 09-Dec-19 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1050 | Electrical Overhead Rough In Level 3 | PEG | 15 | 15 | 26-Nov-19 | 17-Dec-19 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1060 | Install Fire Protection Mains Level 3 | SPFP | 5 | 5 | 29-Nov-19 | 05-Dec-19 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1080 | Install Fire Protection Branch Lines Level 3 | SPFP | 5 | 5 | 06-Dec-19 | 12-Dec-19 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1290 | Inspect/Insulate HVAC Duct Level 3 | SPM | 9 | 9 | 10-Dec-19 | 20-Dec-19 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1110 | Install HVAC Diffusers Level 3 | SPM | 10 | 10 | 31-Dec-19 | 14-Jan-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1150 | Light Fixture Install Level 3 | PEG | 15 | 15 | 15-Jan-20 | 04-Feb-20 | 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1210 | Install Fire Alarm Devices Level 3 | PEG | 8 | 8 | 13-Feb-20 | 24-Feb-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1190 | Trim Sprinkler Heads Level 3 | SPFP | 6 | 6 | 17-Feb-20 | 24-Feb-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1220 | Install Light Fixture Trim Level 3 | PEG | 10 | 10 | 17-Feb-20 | 28-Feb-20 | 52 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1230 | Install Diffuser Trim Level 3 | SPM | 10 | 10 | 17-Feb-20 | 28-Feb-20 | 52 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1280 | Install Security Cameras at Level 3 | PEG | 5 | 5 | 17-Feb-20 | 21-Feb-20 | 57 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Finishes Level 3 | | | | | | | | 114 | 114 | 22-Oct-19 | 01-Apr-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1000 | Frame Interior Walls Level 3 | KHSS | 13 | 13 | 22-Oct-19 | 07-Nov-19 | 26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1020 | Fireproof Steel Beams Level 3 | FP | 5 | 5 | 12-Nov-19 | 18-Nov-19 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1030 | Hang/Tape/Finish Interior Walls Level 3 | KHSS | 14 | 14 | 15-Nov-19 | 05-Dec-19 | 51 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1070 | Install Doors and Hardware Level 3 | D&H | 3 | 3 | 06-Dec-19 | 10-Dec-19 | 85 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1100 | Frame ACT Ceilings Level 3 | AEC | 4 | 4 | 18-Dec-19 | 23-Dec-19 | 74 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1090 | Frame Decorative Ceilings Level 3 | AEC | 15 | 15 | 23-Dec-19 | 14-Jan-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1120 | Install Metal Ceiling Finish Panels Level 3 | AEC | 15 | 15 | 15-Jan-20 | 04-Feb-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1130 | Install Ornamental Railings Level 3 | ORN | 8 | 8 | 15-Jan-20 | 24-Jan-20 | 54 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1140 | Install Column Covers Level 3 | COL | 8 | 8 | 15-Jan-20 | 24-Jan-20 | 54 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1160 | Install Wood Ceiling Panels Level 3 | AEC | 8 | 8 | 05-Feb-20 | 14-Feb-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1170 | Break Room Millwork Level 3 | MILL | 3 | 3 | 05-Feb-20 | 07-Feb-20 | 64 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1180 | Flooring @ Back of House Break Area Level 3 | FLR | 3 | 3 | 10-Feb-20 | 12-Feb-20 | 64 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1200 | Install Tile Flooring Level 3 | TILE | 10 | 10 | 17-Feb-20 | 28-Feb-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1240 | Install Carpet Tile Level 3 | FLR | 3 | 3 | 02-Mar-20 | 04-Mar-20 | 49 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1250 | Decorative Glass Wall Panel Prep Level 3 | AEC | 8 | 8 | 02-Mar-20 | 11-Mar-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1260 | Decorative Glass Wall Panel Install Level 3 | AEC | 5 | 5 | 12-Mar-20 | 18-Mar-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L3F1270 | Punch List at Level 3 | HP | 10 | 10 | 19-Mar-20 | 01-Apr-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interior Build Out Level 2 | | | | | | | | 79 | 79 | 08-Nov-19 | 02-Mar-20 | 61 | | | | | | | | | | | | | | | | | | | | | | | | |
| MEP Level 2 | | | | | | | | 65 | 65 | 29-Nov-19 | 02-Mar-20 | 51 | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1020 | Electrical Rough In @ Interior Walls Level 2 | PEG | 5 | 5 | 29-Nov-19 | 05-Dec-19 | 26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1040 | Install/Inspect/Insulate HVAC Duct Level 2 | SPM | 10 | 10 | 10-Dec-19 | 23-Dec-19 | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1060 | Install Fire Protection Main & Branch Lines Level 2 | SPFP | 5 | 5 | 24-Dec-19 | 31-Dec-19 | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1070 | Overhead Electrical Rough In Level 2 | PEG | 15 | 15 | 24-Dec-19 | 15-Jan-20 | 67 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1090 | Light Fixture Install Level 2 | PEG | 5 | 5 | 16-Jan-20 | 22-Jan-20 | 67 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1100 | Install HVAC Diffusers Level 2 | SPM | 5 | 5 | 16-Jan-20 | 22-Jan-20 | 74 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1140 | Install Security Cameras at Level 2 | PEG | 5 | 5 | 16-Jan-20 | 22-Jan-20 | 79 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1120 | Install Fire Alarm Devices Level 2 | PEG | 5 | 5 | 25-Feb-20 | 02-Mar-20 | 39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Finishes Level 2 | | | | | | | | 66 | 66 | 08-Nov-19 | 12-Feb-20 | 74 | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1000 | Frame Interior Walls Level 2 | KHSS | 14 | 14 | 08-Nov-19 | 27-Nov-19 | 26 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1010 | Fireproof Steel Beams Level 2 | FP | 5 | 5 | 19-Nov-19 | 25-Nov-19 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| L2F1150 | Hang Interior Walls Level 2 | KHSS | 7 | 7 | 06-Dec-19 | 16-Dec-19 | 42 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

TASK filter: All Activities

| Activity ID | Activity Name | Responsible Subcontractor | Original Duration | RD | Start | Finish | Total Float | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | | | |
|-------------------------------|---|---------------------------|-------------------|----|-----------|-----------|-------------|----|----|-----------|-----------|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|--|--|
| RCC Finishes | | | | | | | | 5 | 5 | 22-Jul-19 | 26-Jul-19 | 0 | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1090 | Install Standing Seam Metal Roof at RCC | MRS | 5 | 5 | 22-Jul-19 | 26-Jul-19 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC Site Improvements | | | | | | | | 75 | 75 | 29-Jul-19 | 11-Nov-19 | 13 | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1100 | Install Lighting at RCC | PEG | 10 | 10 | 29-Jul-19 | 09-Aug-19 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1140 | Asphalt Paving at RCC | CGI | 5 | 5 | 17-Sep-19 | 23-Sep-19 | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1150 | Striping at RCC | PEG | 5 | 5 | 24-Sep-19 | 30-Sep-19 | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1160 | Install Signage at RCC | | 5 | 5 | 01-Oct-19 | 07-Oct-19 | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1170 | Punchlist | HP | 10 | 10 | 08-Oct-19 | 21-Oct-19 | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1180 | HCAA Review and Acceptance for Turnover | HCAA | 10 | 10 | 22-Oct-19 | 04-Nov-19 | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RCC1210 | Remove MOT and SWPPP | CGI | 5 | 5 | 05-Nov-19 | 11-Nov-19 | 13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA Road/Security Gate | | | | | | | | 54 | 54 | 10-Feb-20 | 23-Apr-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1000 | Demo Curb and Fence at AOA | | 5 | 5 | 10-Feb-20 | 14-Feb-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1010 | Install SWPPP at AOA | | 3 | 3 | 17-Feb-20 | 19-Feb-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1020 | Install New UG Drainage at AOA | | 5 | 5 | 20-Feb-20 | 26-Feb-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1030 | Install UG Conduit for Gate Security at AOA | | 5 | 5 | 27-Feb-20 | 04-Mar-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1040 | Rough Grade Road at AOA | | 5 | 5 | 05-Mar-20 | 11-Mar-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1050 | Road Curb and Gutter at AOA | | 5 | 5 | 12-Mar-20 | 18-Mar-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1060 | Road Fine Grade at AOA | | 5 | 5 | 19-Mar-20 | 25-Mar-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1070 | Road Base Course Paving at AOA | | 3 | 3 | 26-Mar-20 | 30-Mar-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1080 | Finish Course Paving at AOA | | 3 | 3 | 31-Mar-20 | 02-Apr-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1090 | Install Security Gate at AOA | | 5 | 5 | 03-Apr-20 | 09-Apr-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1100 | Install/Test Security at Gate at AOA | | 5 | 5 | 10-Apr-20 | 16-Apr-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AOA1110 | Striping and Signage at AOA | | 5 | 5 | 17-Apr-20 | 23-Apr-20 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

TASK filter: All Activities

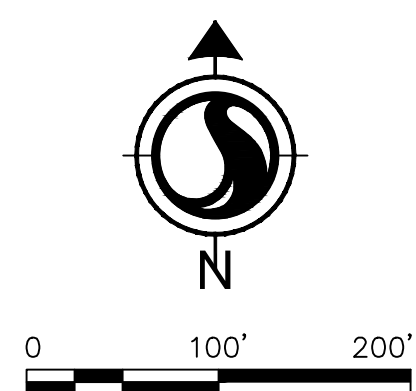
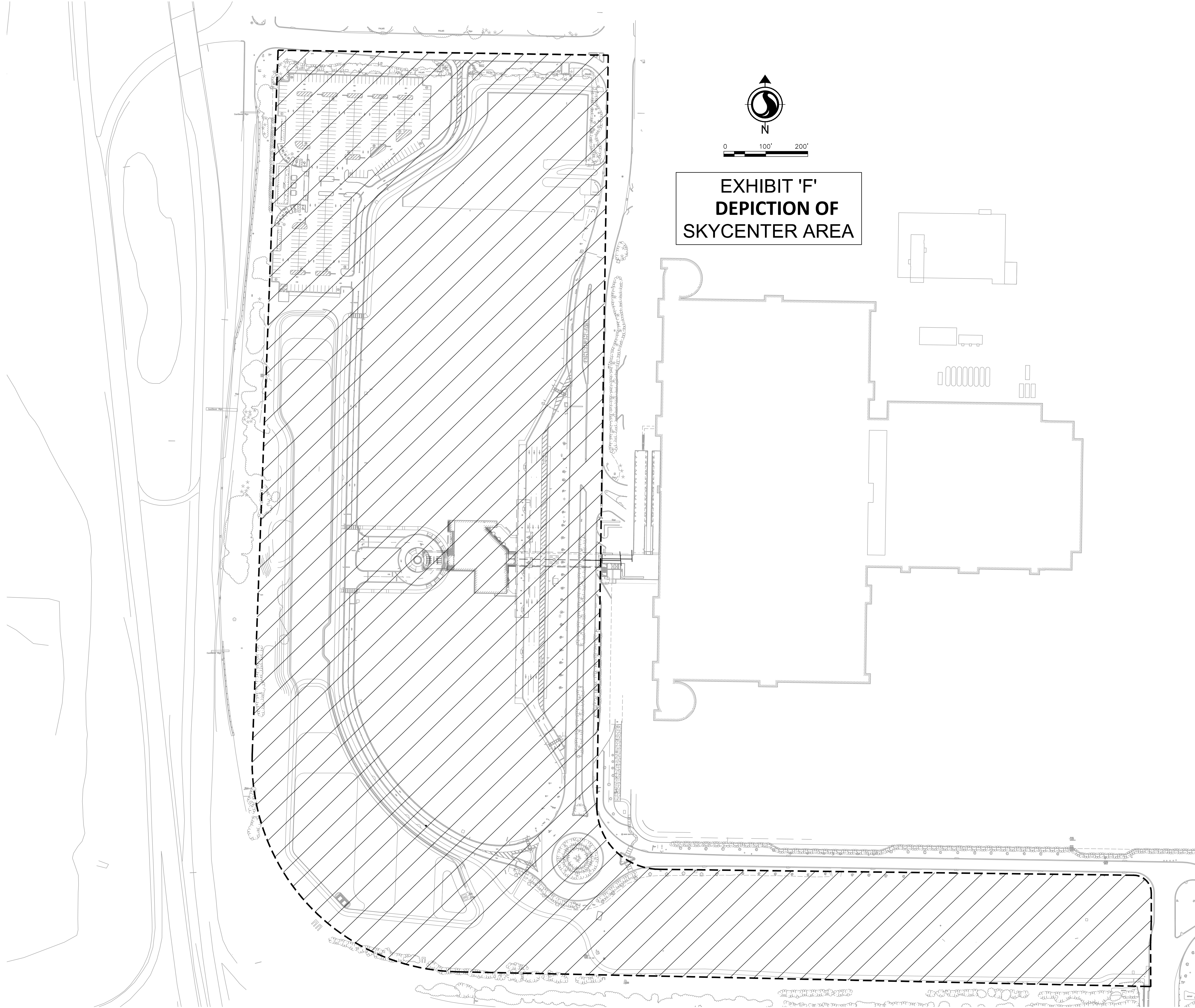


EXHIBIT 'F'
DEPICTION OF
SKYCENTER AREA

Exhibit G - CAM ESTIMATE

| Number | Description | Acres | |
|--------|-----------------|-------|--------|
| 1 | Pond | 2.46 | |
| 2 | Common Areas | 0.34 | |
| 3 | Common Areas | 3.2 | |
| 4 | Common Areas | 0.91 | |
| | | 6.91 | |
| | | | |
| A | Cell Phone Lot | 3.5 | 12.36% |
| B | Office 2 | 4.19 | 14.80% |
| C | Office 1 | 4.53 | 16.00% |
| D | Atrium | 1.54 | 5.44% |
| E | Commercial Curb | 3.11 | 10.99% |
| F | Hotel Site | 4.44 | 15.68% |
| G | Retail Site | 7 | 24.73% |
| | | 28.31 | |

| First Year CAM Estimate | | | |
|---|--|--|-----------|
| Mowing and Pond Maint. | | | \$ 45,240 |
| Landscape maint | | | \$ 45,240 |
| Irrigation/Fertilization/Herbicide/Pesticide/Safety | | | \$ 6,000 |
| Electric for lights | | | \$ 1,500 |
| Light repairs | | | \$ - |
| Streetscape repairs | | | \$ - |
| Taxes | | | \$ - |
| Insurance | | | \$ - |
| Trail repairs | | | \$ - |
| | | | \$ 97,980 |

Mowing: 4 man crew @ 7.25 hours = 29 hours/week

Landscape Detail: 4 man crew @ 7.25 hours = 29 hours/week

Total hours per week = 58

58 hours/week multiplied by 52 weeks/year = 3,016 man hours

3,016 man hours multiplied by \$30/hr. (hourly rate + benefit package) = \$90,480

Additional \$6,000 for annual Irrigation/Fertilization/Herbicide/Pesticide/Safety

Electric is an estimate

EXHIBIT H - MEMORANDUM OF AGREEMENT

Prepared by and return to:

Foley & Lardner LLP
100 North Tampa Street I Suite 2700
Tampa, FL 33602-5810
Attn: Stephen J. Szabo, III

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (“Agreement”) is entered into effective this _____ day of _____, 2019, by and between the **HILLSBOROUGH COUNTY AVIATION AUTHORITY**, an independent special district existing under the laws of the State of Florida (“**Authority**”), and **JO TPA OFFICE 270, LLC**, a Florida limited liability company (“**Tenant**”), and is made in reference to the following facts:

A. Authority is the owner in fee simple title to that certain real property lying and being in Hillsborough County, Florida, as more particularly described in Attachment “A” attached hereto and by this reference made a part hereof (“**Premises**”).

B. The Authority entered into that certain Ground Lease with Tenant (“**Lease**”) with an effective date of _____, pursuant to which Authority leased to Tenant and Tenant leased from Authority the Premises.

C. The term (“**Term**”) of the Lease commenced on __, 2019, and expires fifty (50) years thereafter, unless the Lease is terminated sooner according to its terms.

NOW, THEREFORE, for and in consideration of the Premises, the parties covenant and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above (“**Recitals**”) are true and correct, and the Recitals by this reference are made a part of this Agreement.

2. Memorandum of Lease. In consideration of the covenants of Tenant, Authority leases to Tenant, and Tenant leases from Authority, the Premises for the Term, unless the Lease is terminated sooner according to its terms. This Agreement is intended to be a short form lease in accordance with Section 713.10, *Florida Statutes*.

3. Reversion. On the expiration or sooner termination of the Lease the improvements on the Premises automatically shall become Authority’s property.

4. Lien Rights. Improvements made to property owned and leased by the Authority are subject to Section 255.05, *Florida Statutes*. Further, any vendor, supplier or other party providing services to and for the Premises that is entitled to a mechanic’s lien pursuant to

Chapter 713, *Florida Statutes*, shall look solely to the leasehold interest of the Tenant in the Lease and may not encumber the fee title to the Premises owned by the Authority.

5. Miscellaneous. The Lease and Exhibits thereto are incorporated by reference into this Agreement, and in the event of any conflict between the terms and provisions of the Lease and Exhibits and the terms and provisions of this Agreement, the terms and provisions of the Lease and Exhibits shall control and prevail. The terms, conditions, provisions, covenants and agreements set forth in this Agreement and the Lease shall be binding upon Authority and Tenant and their respective heirs, legal representatives, successors and assigns.

6. Termination of Lease. Upon the expiration of the Term of the Lease or earlier termination of the Lease, as to any portion of the Premises, Authority and Tenant hereby agree to execute any appropriate documents to terminate this Agreement.

{SIGNATURE PAGES FOLLOW}

IN WITNESS WHEREOF, this Agreement is executed by the Authority and Tenant as of the date and year first set forth above.

Signed, sealed and delivered in the presence of:

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida

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:

LEGAL FORM APPROVED:

Witness Signature

By: _____
David Scott Knight
Assistant General Counsel

Print Name

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, 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, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires
(if not on stamp or seal)

{SIGNATURES CONTINUE ON NEXT PAGE}

Signed, sealed and delivered in the presence of:

WITNESSES:

JO TPA OFFICE 270, LLC, a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
by _____ in the capacity of

(Individual's Name)

(Individual's Title)

at _____, a corporation, on its behalf. _____
(Company Name) (He is / She is)

_____ known to me and has produced

(Personally / Not Personally)

(Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires
(if not on stamp or seal)

ATTACHMENT "A"
DESCRIPTION OF PREMISES

EXHIBIT I

RESERVED

Building Information

12.5



SECTION 12.5

Building Information

The Respondent shall provide detailed information on Respondent's proposed office building development. At a minimum, Respondent shall provide the following to describe the proposed office building, parking garage and other structures:

- A. Graphics illustrating the design of the office building, parking garage and other structures.
- B. Detailed site plan showing the location of the office building, parking garage and other structures including vehicular access points and connection to the pedestrian trail.
- C. Detailed site plan showing the location of the highest point of the office building and parking garage and the closest point that a construction crane will be to Runway 1L-19R, including the maximum height of the crane.
- D. Exterior elevations of all four sides of the office building, parking garage and other structures.
- E. Materials and color samples for the exterior and interior of the office building, parking garage and other structures.
- F. Interior elevations of the office building's lobby and public spaces within the office building.
- G: Detailed description of the design elements that will make the office building, parking garage and other structures stand out among the Class A buildings in the Westshore market and why such design elements will be appropriate for the entrance to the Airport.
- H: All drawings should be dimensioned and to scale. Drawings shall be submitted electronically in pdf format.

We are excited to share our design for the Tampa International Airport Gateway Office Building with you. Please see the following pages for items A through G, as requested above.

Per the requirements of item H, we have included a PDF of these documents, dimensioned and to scale, separately on the USB drive included with our submission.



12.5.A - BUILDING DROP OFF

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - BUILDING ENTRY

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - BUILDING OVERVIEW

MARCH 8, 2019

Gateway Development Office Building (project no. 6226-17 | Step 2, Proposal)





12.5.A - BUILDING LOBBY

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - CAFE PLAZA

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - TRANSIT DROP OFF

MARCH 8, 2019

Gateway Development Office Building [project no. 8226-17 | Step 2, Proposal]





12.5.A - FITNESS PLAZA

MARCH 8, 2019

Gateway Development Office Building [project no. 8236 17 | Step 2, Proposal]



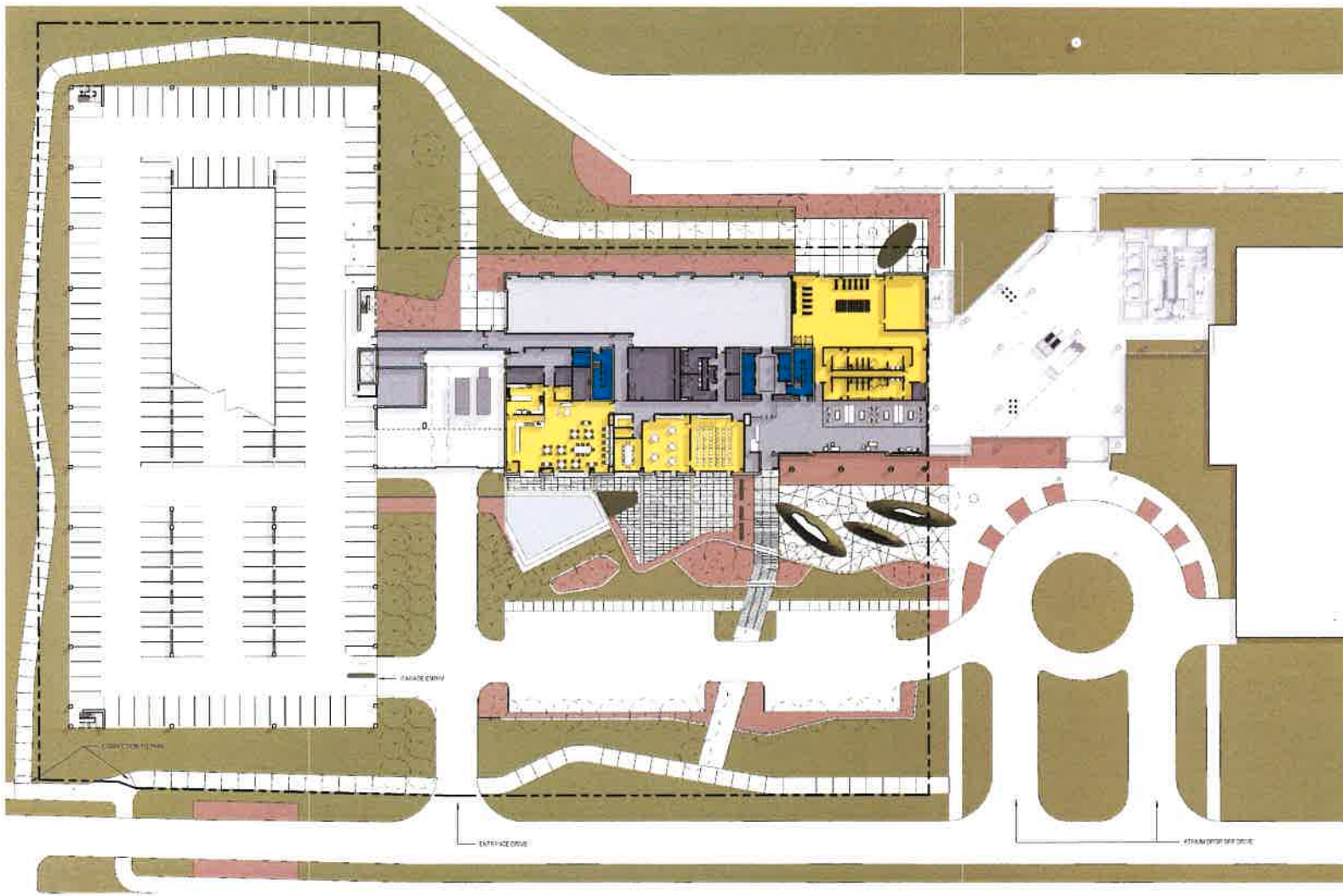


12.5.A - SITE OVERVIEW

MARCH 8, 2019

Gateway Development Office Building [project no. 8226-17 | Step 2, Proposal]



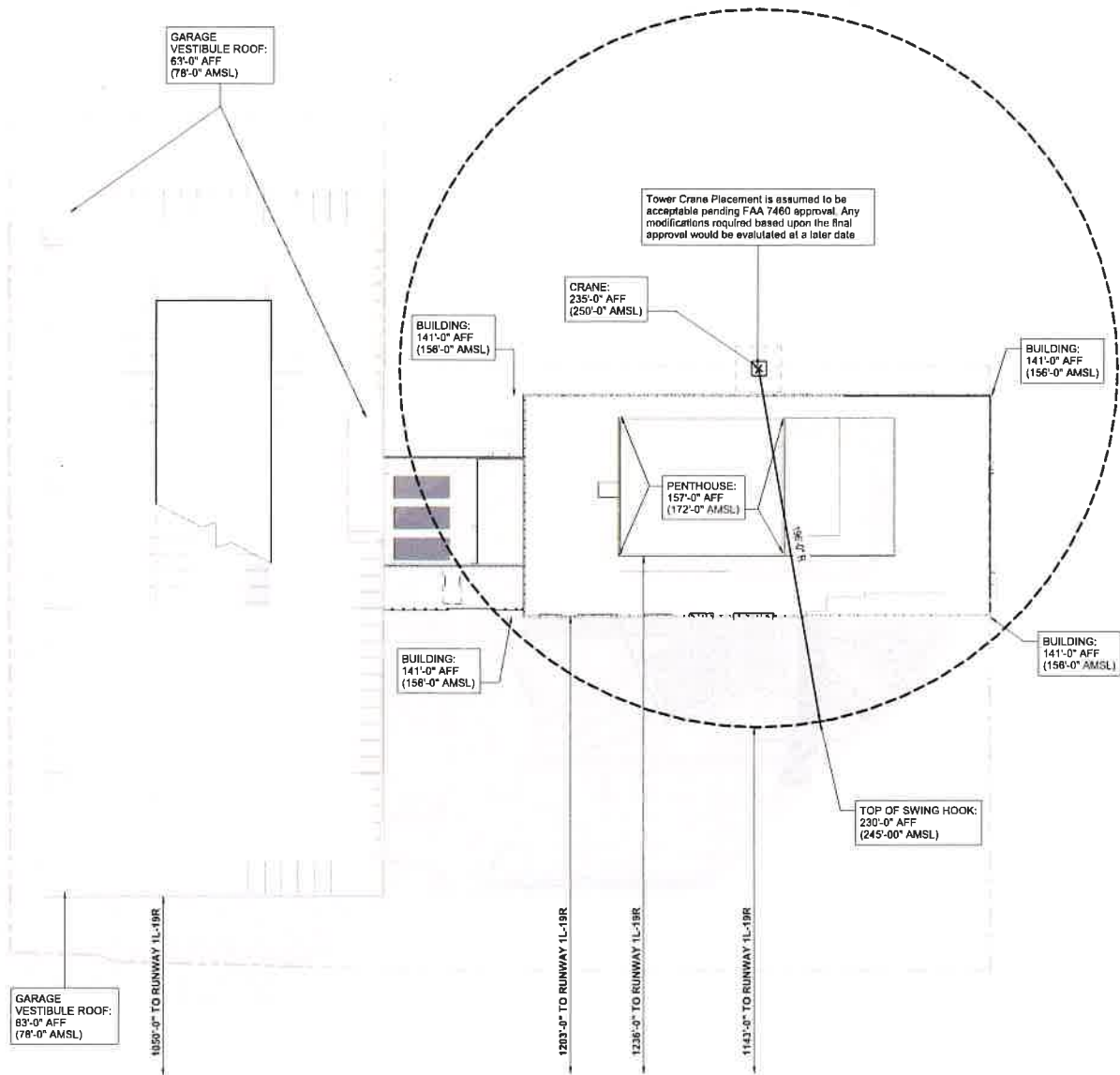


12.5.B - Site Plan

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



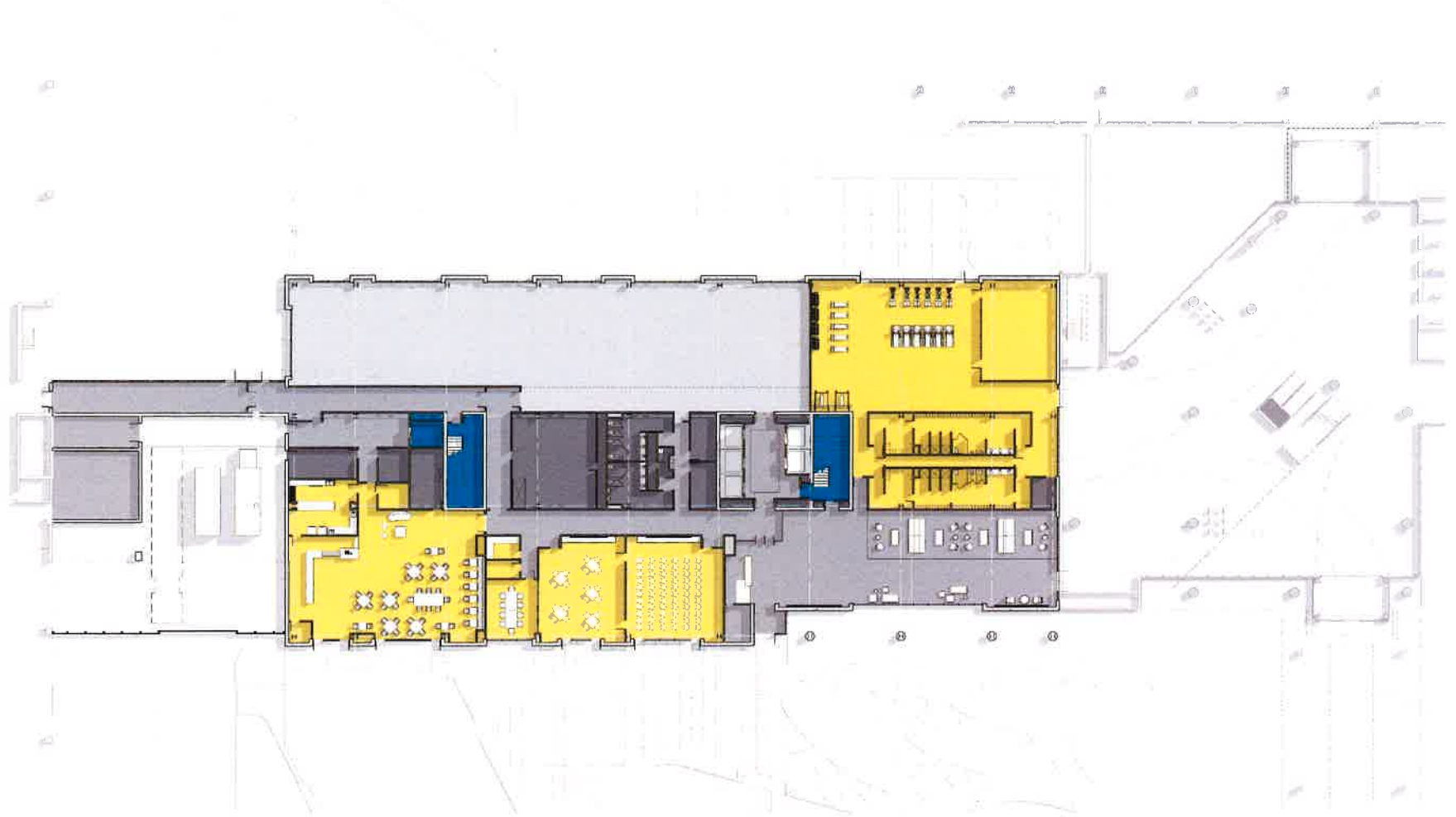


12.5.C - Site Plan

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



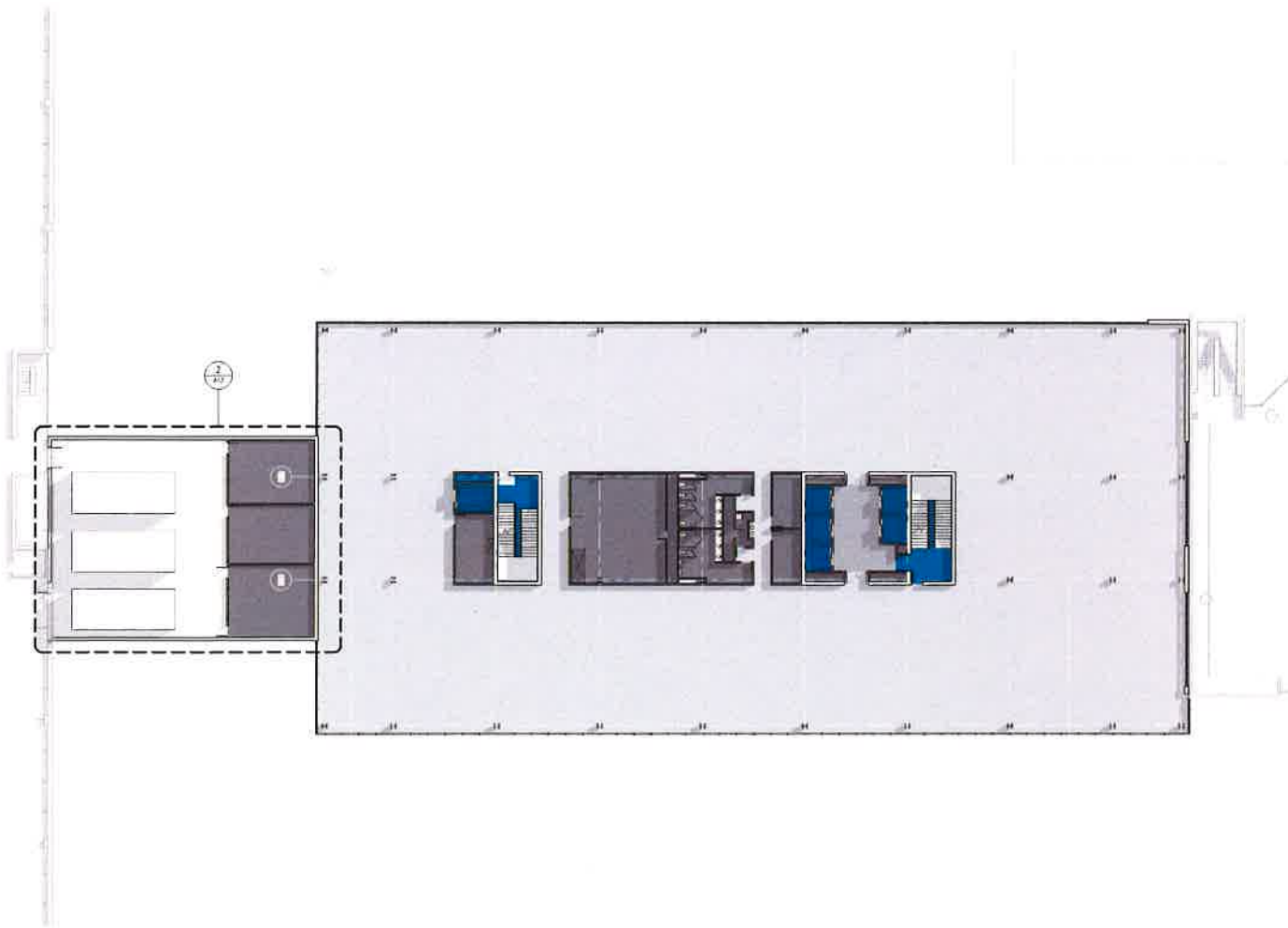


12.5.A - Level 1

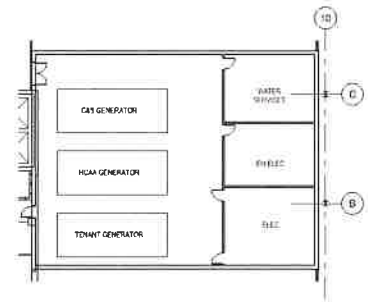
MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





1 LEVEL 2
600' x 312'



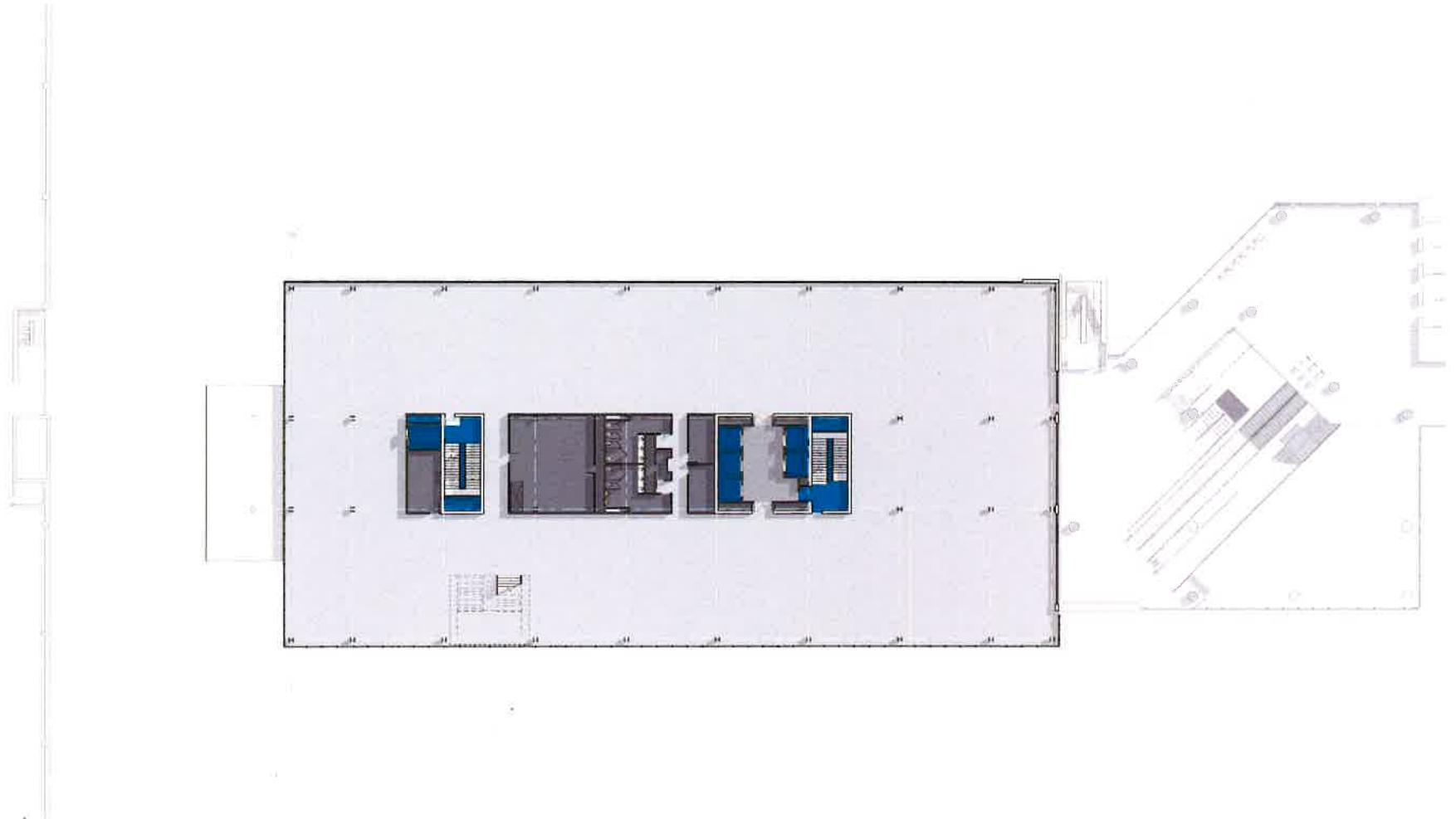
2 HCAA Generator
318' x 54'

12.5.A - Level 2

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



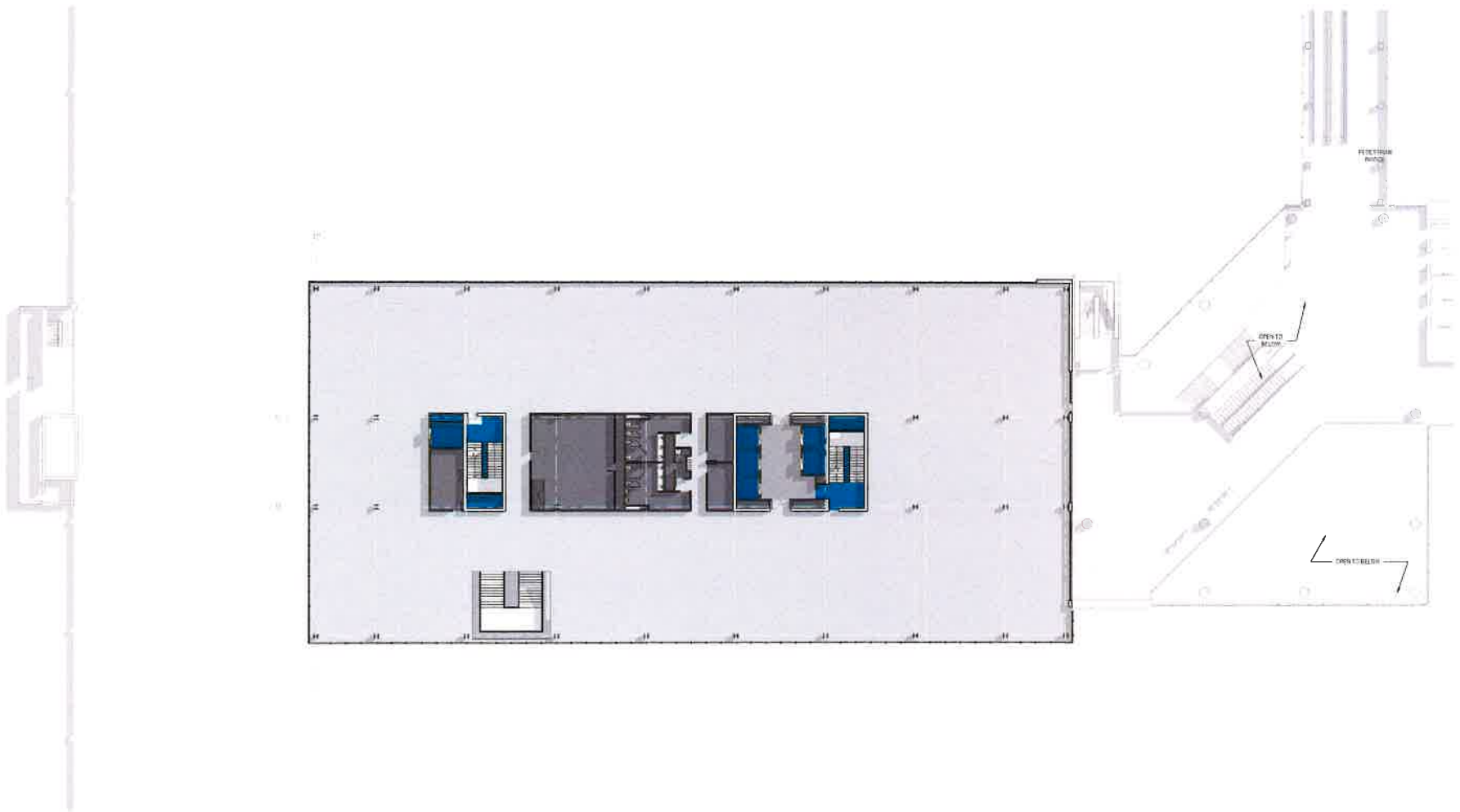


12.5.A - Level 3

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



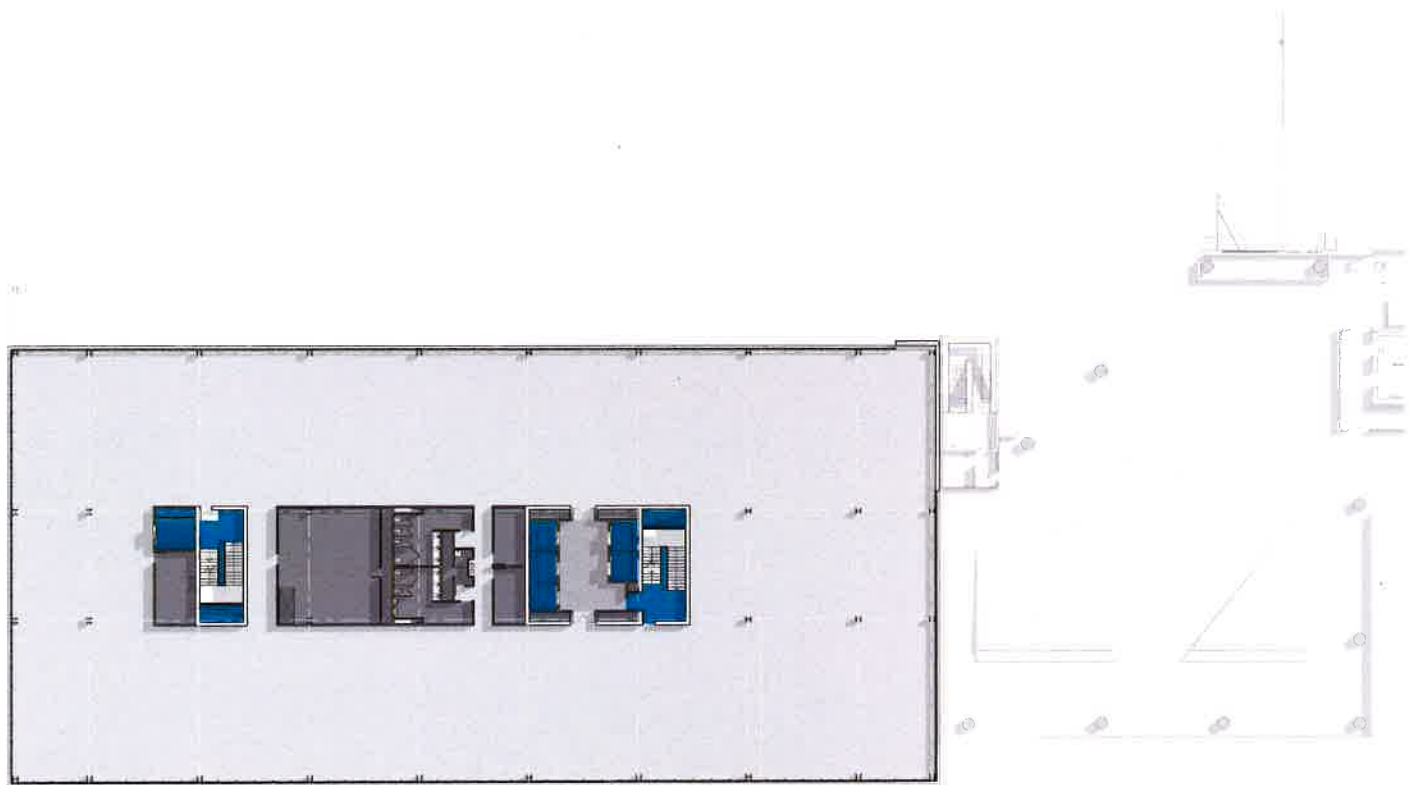


12.5.A - Level 4

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



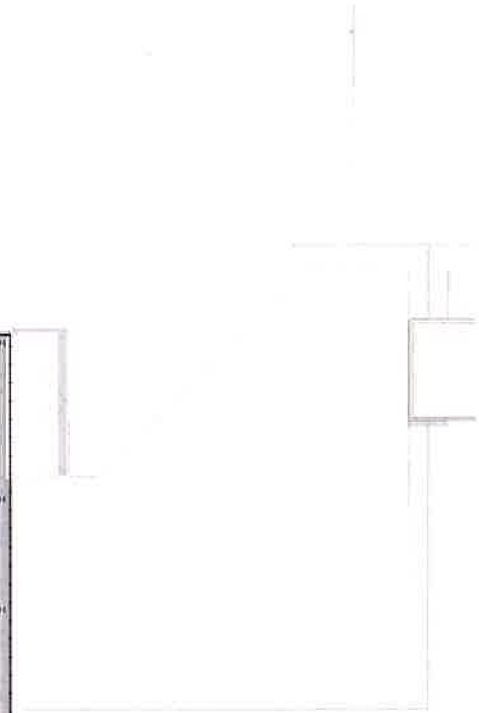
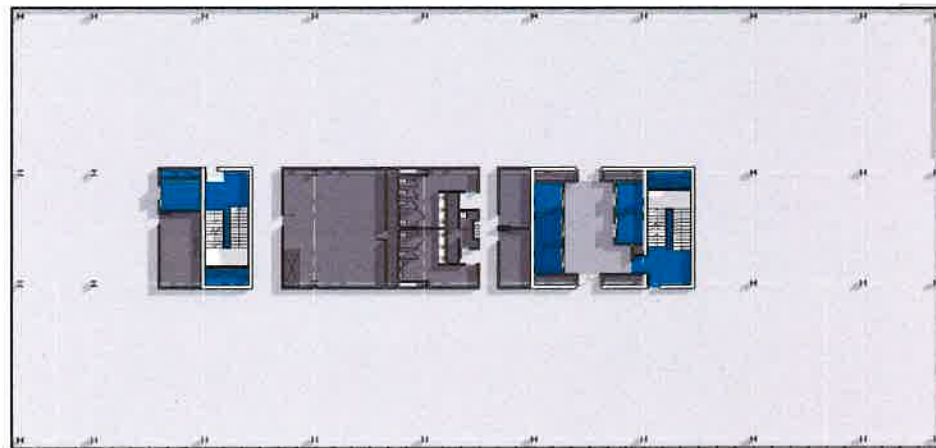


12.5.A - Level 5

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



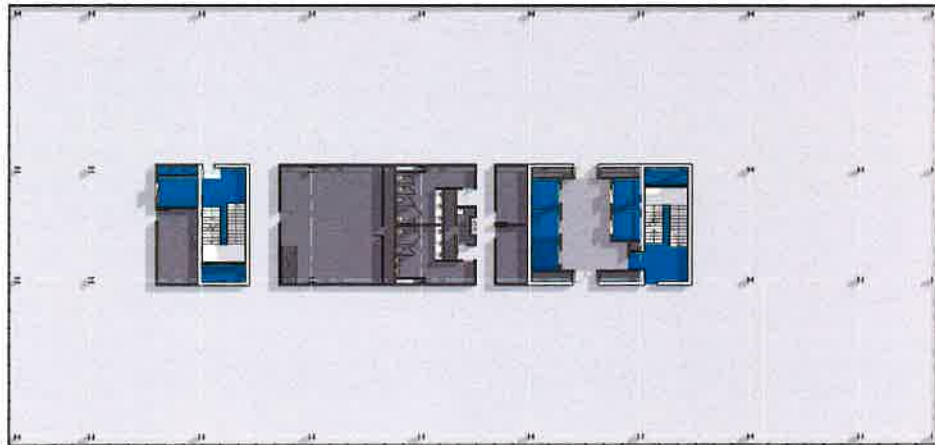


12.5.A - Level 6

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



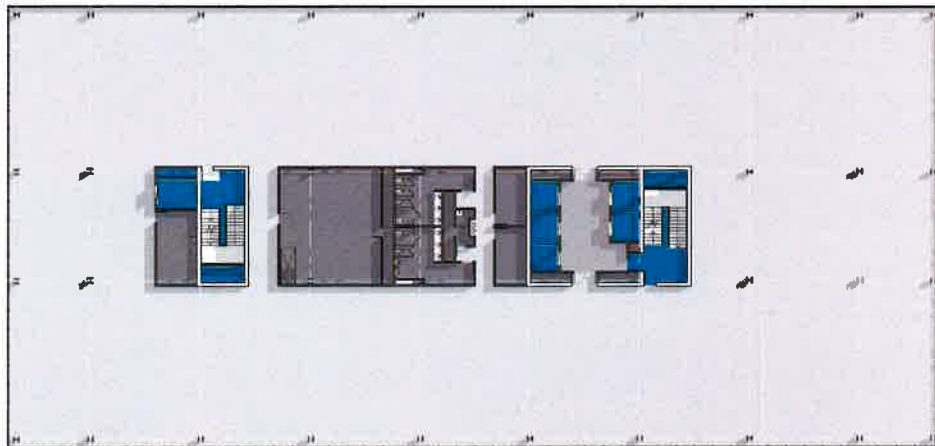


12.5.A - Level 7

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



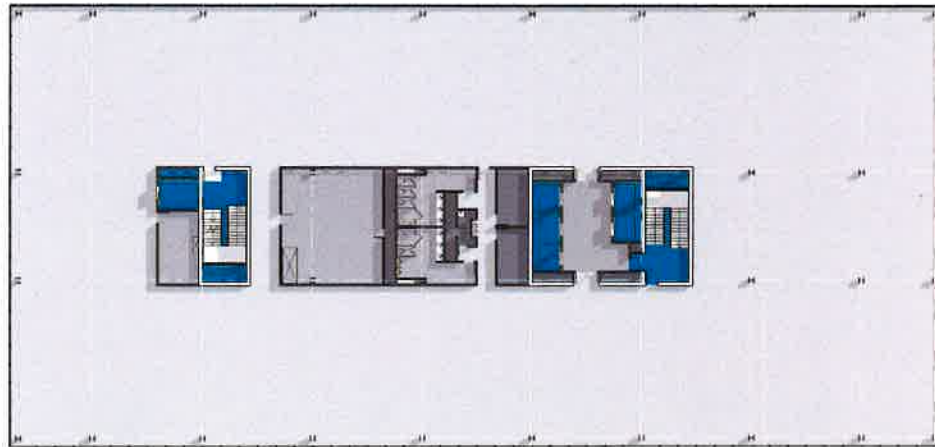


12.5.A - Level 8

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



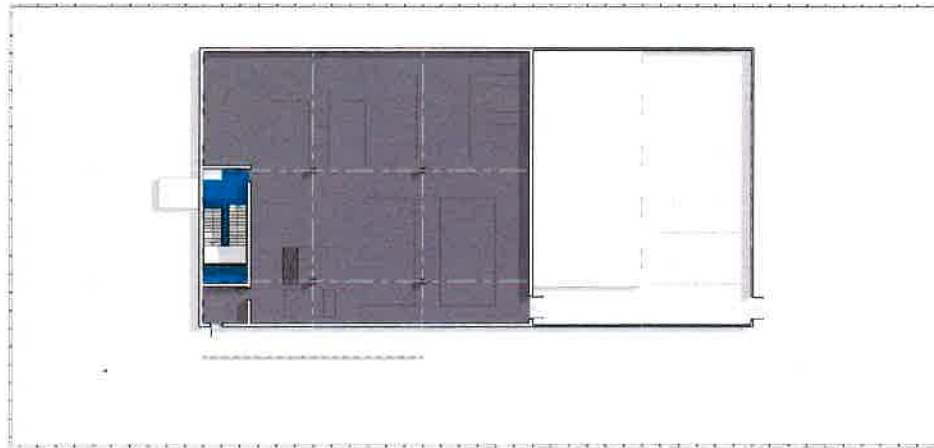


12.5.A - Level 9

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - Roof Plan

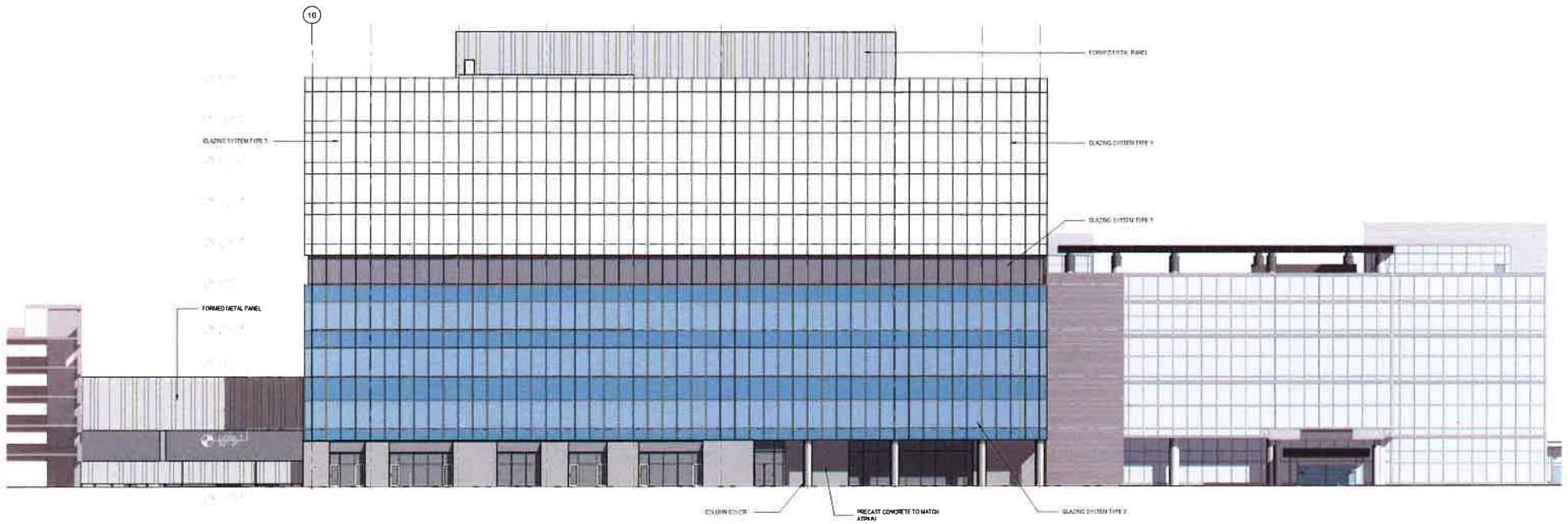
MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



EXTERIOR MATERIALS

- GLAZING SYSTEM TYPE 1
 - ALUMINUM CURTAIN WALL
 - FULLY CAPTURED
 - GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E INSULATED GLAZING UNIT, SILVER APPEARANCE
 - SPANDREL AT FLOOR LINES
- GLAZING SYSTEM TYPE 2
 - ALUMINUM CURTAIN WALL
 - FULLY CAPTURED
 - GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E INSULATED GLAZING UNIT (BLUE, 5M TO ATRIM)
 - SPANDREL AT FLOOR LINES
- GLAZING SYSTEM TYPE 3
 - ALUMINUM CURTAIN WALL
 - HORIZONTALLY CAPTURED ONLY
 - VERTICAL FINES STRUCTURAL SILICONE
 - GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E INSULATED GLAZING UNIT, STANDARD CLEAR
- FORMED METAL PANEL
 - CENTRAL BY SERIES OR SEALAR
- COLUMN COVER
 - 15/20 OR 25/30 ARCHITECTURAL PRECAST CONCRETE
- ALUMINUM COMPOSITE MATERIAL (ACM)
 - ALUCOBOND OR SIMILAR
- ARCHITECTURAL PRECAST
 - MATCH ATRIM PRECAST



12.5.D - Exterior Elevation

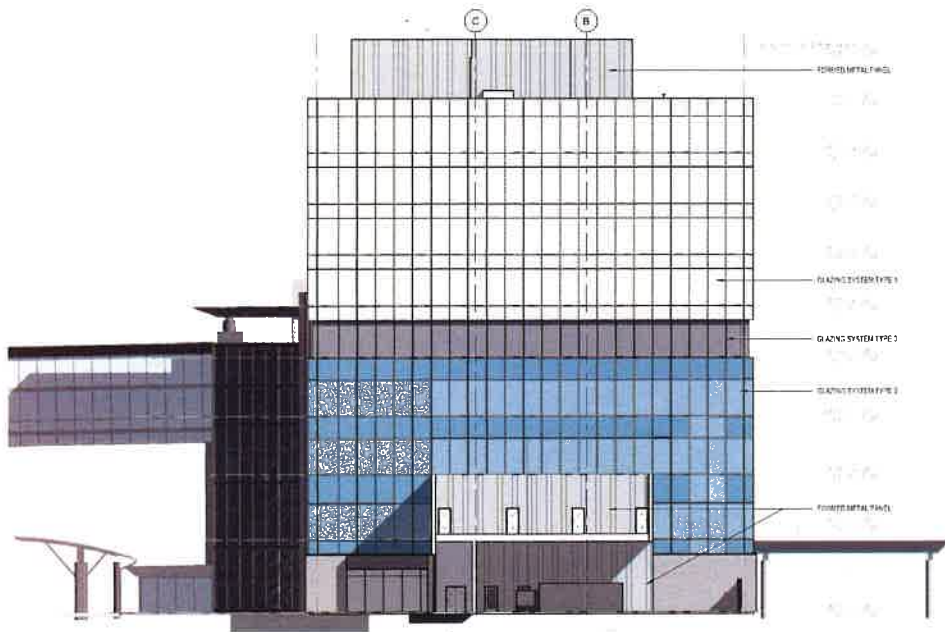
MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

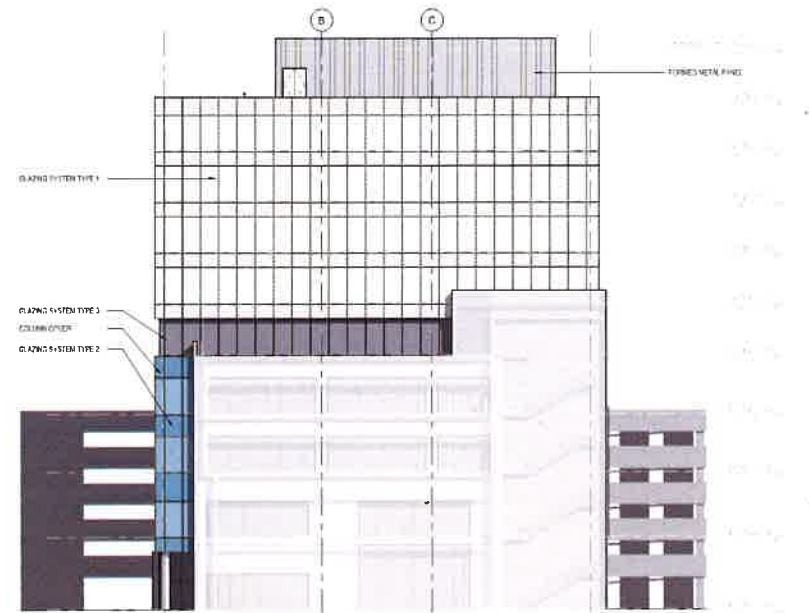


EXTERIOR MATERIALS:

- GLAZING SYSTEM TYPE 1
ALUMINUM CURTAIN WALL
FULLY CAPTURED
GLAZING: HURRICANE IMPACT RESISTANT GLASS, LOW-E INSULATED GLAZING UNIT, SILVER APPEARANCE SPANDREL AT FLOOR LINES
- GLAZING SYSTEM TYPE 2
ALUMINUM CURTAIN WALL
FULLY CAPTURED
GLAZING: HURRICANE IMPACT RESISTANT GLASS, LOW-E INSULATED GLAZING UNIT, BLUE SILVER APPEARANCE SPANDREL AT FLOOR LINES
- GLAZING SYSTEM TYPE 3
ALUMINUM CURTAIN WALL
HORIZONTALLY CAPTURED ONLY
VERTICAL JOINTS: SPANDREL GLAZING
GLAZING: HURRICANE IMPACT RESISTANT GLASS, LOW-E INSULATED GLAZING UNIT, STANDARD CLEAR
- FORMED METAL PANEL:
CENTRAL IV SERIES OR SIMILAR
- COLUMN COVER:
10" DEEP, 6" ARCHITECTURAL METALS OR SIMILAR
- ALUMINUM COMPOSITE MATERIAL (ACM):
ALUCORON 2 OR SIMILAR
- ARCHITECTURAL PRECAST:
MATCH ATRIA PRECAST



1 TIA NORTH ELEVATION
110' x 110'



2 TIA SOUTH ELEVATION
110' x 110'

12.5.D - Exterior Elevation

MARCH 8, 2019
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



EXTERIOR MATERIALS:

- GLAZING SYSTEM TYPE 1:
ALUMINUM CURTAIN WALL
FULLY CAPTURED
GLAZING
HURRICANE IMPACT RESISTANT GLASS
LOW-E INSULATED GLAZING UNIT, SILVER APPEARANCE
SPANDREL AT FLOOR LINES
- GLAZING SYSTEM TYPE 2:
ALUMINUM CURTAIN WALL
FULLY CAPTURED
GLAZING
HURRICANE IMPACT RESISTANT GLASS
LOW-E INSULATED GLAZING UNIT, SILVER APPEARANCE
SPANDREL AT FLOOR LINES
- GLAZING SYSTEM TYPE 3:
ALUMINUM CURTAIN WALL
HORIZONTALLY CAPTURED ONLY
VERTICAL JOINTS STRUCTURAL GLUCONE
GLAZING
HURRICANE IMPACT RESISTANT GLASS
LOW-E INSULATED GLAZING UNIT, STANDARD CLEAR
- FORMED METAL PANEL
CENTRAL IN SERIES OR SIMILAR
- COLUMN COVER
FIBERGLASS ARCHITECTURAL VITALS OR SIMILAR
- ALUMINUM COMPOSITE MATERIAL (ACM)
ALL CORNERS OR DANGLES
- ARCHITECTURAL PRECAST
MATCH ATRM/PRECAST



1 TIA EAST ELEVATION
1/8" = 1'-0"

12.5.D - Exterior Elevation

MARCH 8, 2019
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





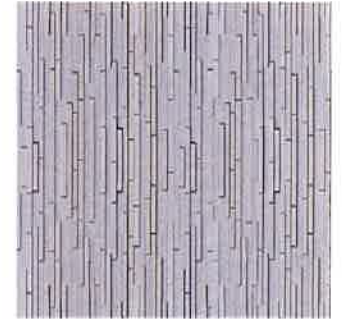
ACM - Aluminum Composite Material:
 - Soffits
 - Canopy Trim



Metal Panel:
 - Penthouse siding
 - Roof screen
 - Dock screen walls



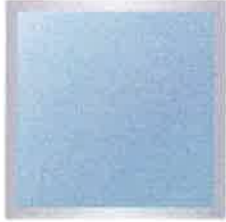
Column Covers:
 - Exterior column



Precast Wall Panel (with form liner):
 - Exterior Office precast walls



Glass 1 - Grey:
 - Floors 6-9



Glass 2 - Blue, similar to Atrium:
 - Floors 1-4



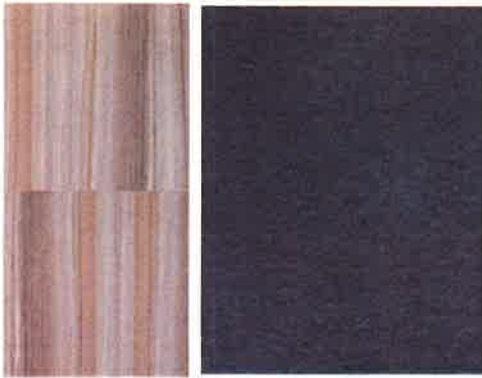
Glass 3 - Clear:
 - Floors 1 & 5

12.5.E - Exterior Materials

MARCH 8, 2019

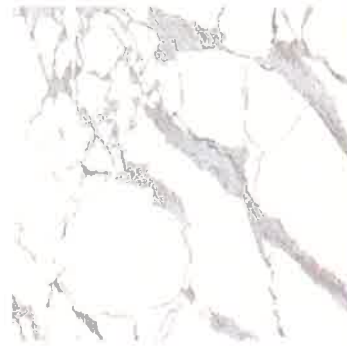
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





Lobby: Flooring

Lobby: Metal Accent



Cafe: Serving Area Countertop and Wall Porcelain



Cafe: Seating Area Flooring



Cafe: Serving Area Metal Accent



Cafe: General Paint Color



Conference Center: Accent Wallcovering



Conference Center: Counter Top



Conference Center: Millwork



Conference Center: Carpet



Conference Center: General Paint



Restrooms: Wall Tile



Restrooms: Floor Tile



Restrooms: Metal Accent

Restrooms: Paint



Fitness Center: Flooring



Locker Room: Flooring



Locker Room: Counter Tops



Locker Room: Lockers



Shower: Flooring



Corridor: Accent Wallcovering



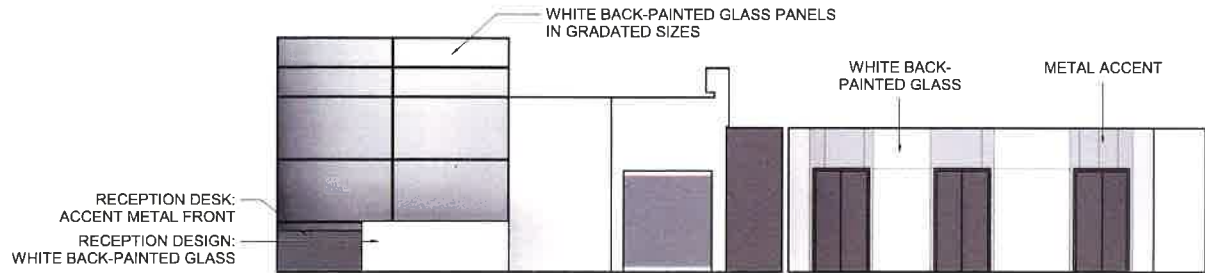
General: Paint

12.5.E - Interior Materials

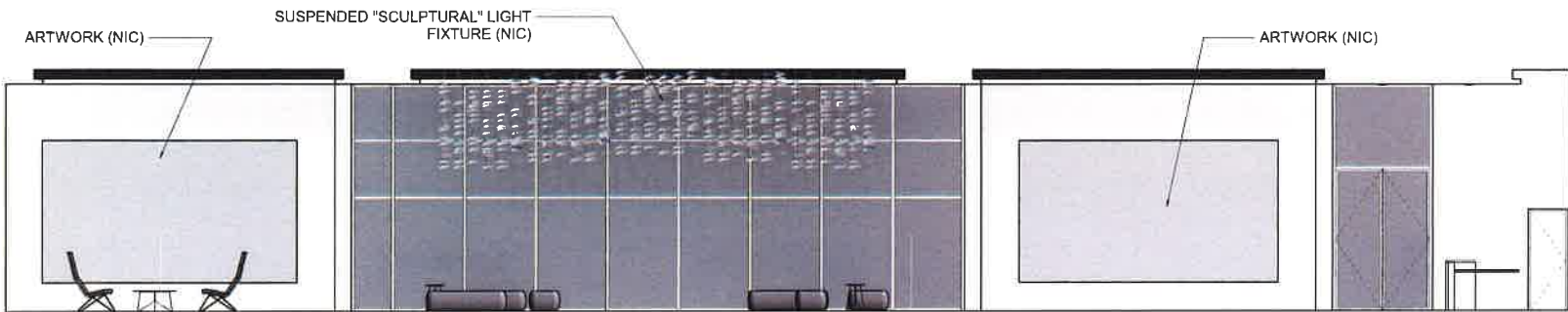
F MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

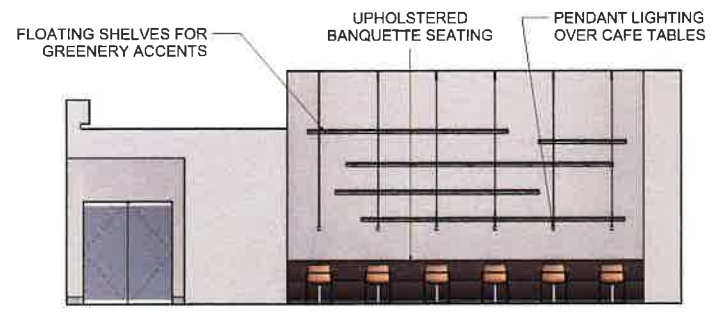




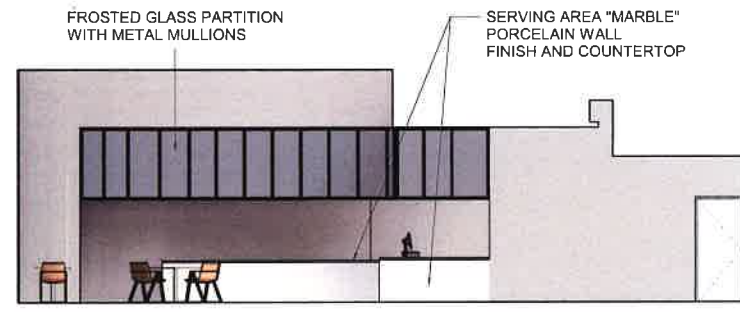
4 LOBBY/ ELEVATOR LOBBY - NORTH ELEVATION
1/4" = 1'-0"



3 LOBBY - WEST ELEVATION
3/4" = 1'-0"



2 CAFE - SOUTH ELEVATION
1/4" = 1'-0"



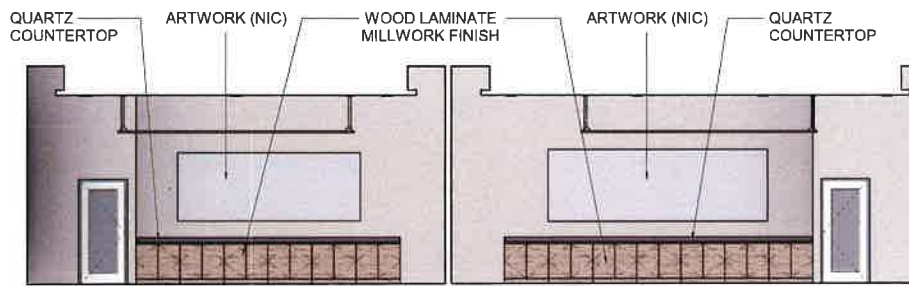
1 CAFE - NORTH ELEVATION
1/4" = 1'-0"

12.5.F - Interior Elevations

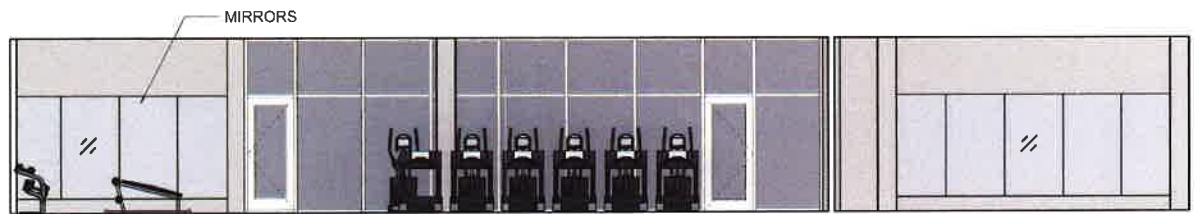
MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





2 CONFERENCE CENTER - EAST ELEVATION
1/4" = 1'-0"



1 FITNESS CENTER - EAST ELEVATION
1/4" = 1'-0"

12.5.F - Interior Elevations

MARCH 8, 2019
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



Tampa Gateway Development Area Office Building // Design Narrative



Site:

Located at the intersection between the Tampa Bay region and the Tampa International Airport, in the heart of the Westshore business district, the Gateway Development Area Office Building provides a premier workplace in Tampa's active commercial office market. One of the key advantages of the continued development of the Westshore area is easy access to expressways and interstates, traveling both North/South and East/West. The Gateway Development takes this notable access to a greater level by providing direct access to the Tampa International Airport's Automated People Mover (APM) Infrastructure and, within minutes, business employees from Gateway can be in the airport terminal. This ease of access provided by the Gateway Development makes global business more accessible than ever. The 4.56 acre site accommodates a building with over 270,000-sq.-ft. of Class A+ office space, a 1,291-stall structured parking garage, 43 visitor surface parking stalls and a conditioned connection link between the garage and office tower. The Gateway Development Area Office Building is part of a masterplan that includes a four-story atrium, skybridge connection to the airport's new Consolidated Rental Car Facility (ConRAC), and a future hotel. The atrium has multiple drop-off locations and connects to the office building on multiple levels. These proximities provide the Gateway Office building opportunities that no other office in Tampa's Westshore can provide.



Building:

The office building respects and compliments the atrium design, marrying the two forms through materiality and architectural language. The lines between atrium and office blur, helping the greater development feel cohesive and unified. The office building is enclosed with continuous glass curtainwall façades, representing the high quality of the workplace, and provide panoramic views of Old Tampa Bay, the downtown Tampa skyline and aircraft on the surrounding runways.

Sustainability is a driving force behind the Gateway Office Building's design and success, and includes LEED Silver Certification. High-performance glazing limits unwanted noise and heat gains; daylighting brings natural light deep into the office floor plate; and energy efficient mechanical systems reduce energy loads while providing enhanced indoor air quality, contributing to the health and productivity of building occupants. In addition, the parking structure has been designed to accommodate future solar panels to offset the energy usage of the building through renewable energy sources.

Amenities:

The Gateway Office provides its tenants premier amenities. The lobby's clean, contemporary aesthetic initiates the Class-A+ occupant experience. A spacious 2,750-sq.-ft. conference center provides flexibility for a variety of corporate and civic functions.

Employee amenities include a 3,000-sq.-ft. café, a 5,000-sq.-ft. fitness center with locker rooms and an exercise classroom, allowing for direct access to surrounding jogging trails. These wellness-oriented amenities help ensure employers recruit and retain highly-sought after employees in Tampa's competitive workforce.

In addition to trail access, direct connections to exterior spaces are provided throughout the Gateway Office development. A large plaza to the west of the building gives occupants of the conference center and café opportunities to dine and work outside, enjoying fresh air and sunshine in Tampa's warm climate.

The east fitness center opens onto an exterior fitness plaza, which also connects it users to the surrounding trail network. ~~A recessed balcony on the 4th floor offers 1,700 sq. ft. of exclusive covered balcony space for HCAA employees.~~ All building tenants will enjoy access to the atrium rooftop, boasting panoramic views of the bay, downtown Tampa, and unparalleled aircraft viewing.



4th floor and 9th floor terraces will be enclosed office space per mutual agreement with HCAA

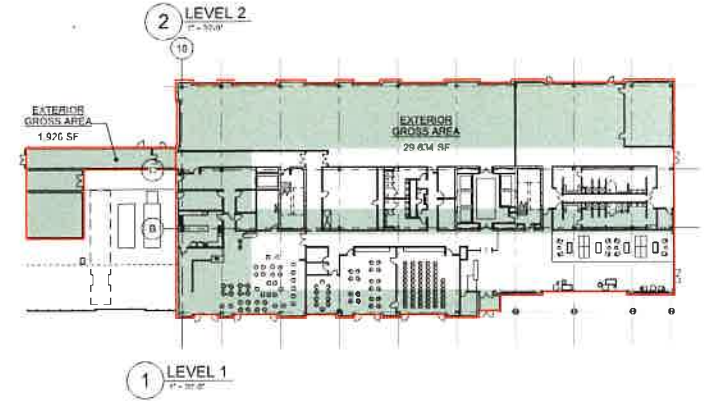
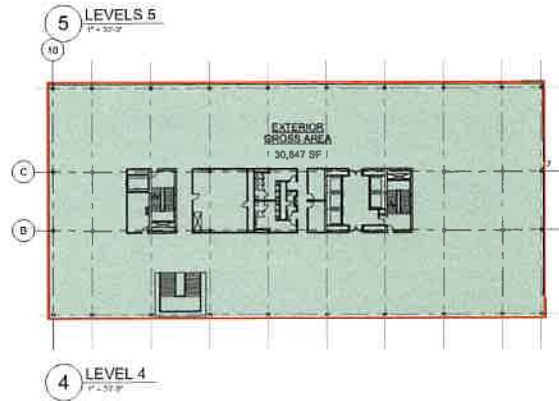
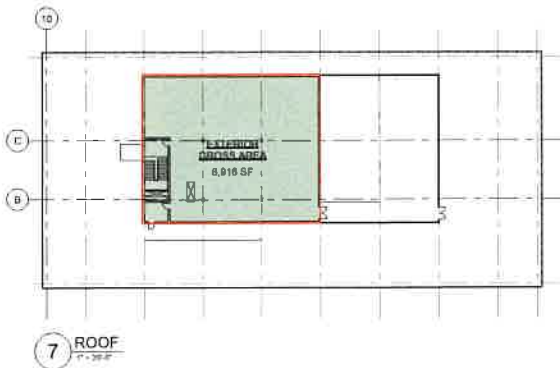
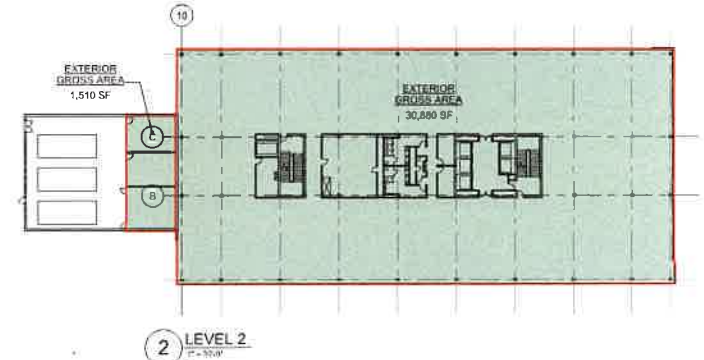
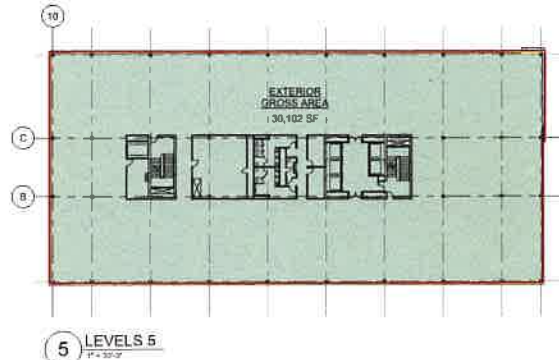
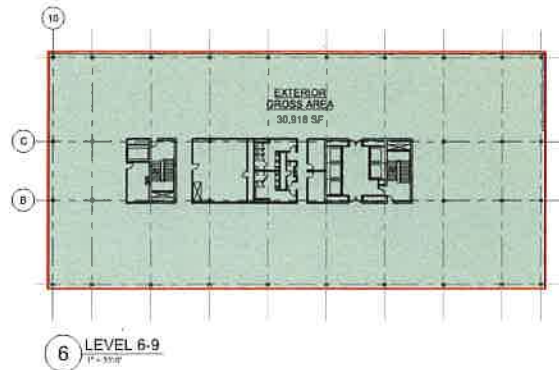
12.5.G - BUILDING NARRATIVE

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



| AREA SCHEDULE (EXTERIOR GROSS) | | |
|--------------------------------|---------------------|------------|
| Level | Name | Area |
| LEVEL 1 | EXTERIOR GROSS AREA | 29,634 SF |
| LEVEL 1 | EXTERIOR GROSS AREA | 1,926 SF |
| LEVEL 2 | EXTERIOR GROSS AREA | 30,880 SF |
| LEVEL 2 | EXTERIOR GROSS AREA | 1,510 SF |
| LEVEL 3 | EXTERIOR GROSS AREA | 30,847 SF |
| LEVEL 4 | EXTERIOR GROSS AREA | 30,847 SF |
| LEVEL 5 | EXTERIOR GROSS AREA | 30,102 SF |
| LEVEL 6 | EXTERIOR GROSS AREA | 30,918 SF |
| LEVEL 7 | EXTERIOR GROSS AREA | 30,918 SF |
| LEVEL 8 | EXTERIOR GROSS AREA | 30,918 SF |
| LEVEL 9 | EXTERIOR GROSS AREA | 30,918 SF |
| ROOF | EXTERIOR GROSS AREA | 6,916 SF |
| | | 286,332 SF |



Area Plans - Exterior Gross

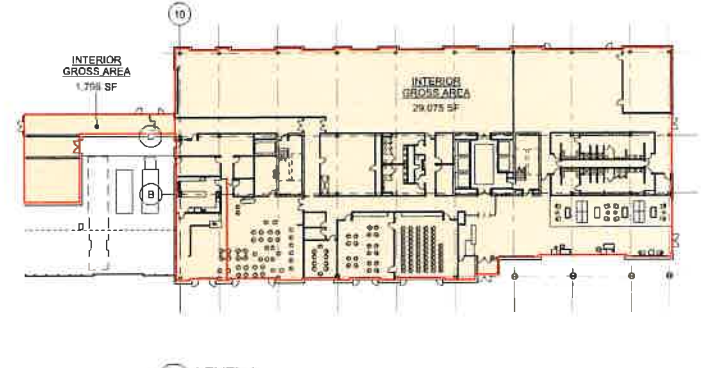
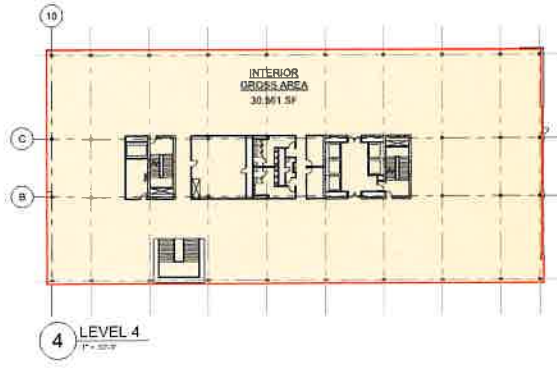
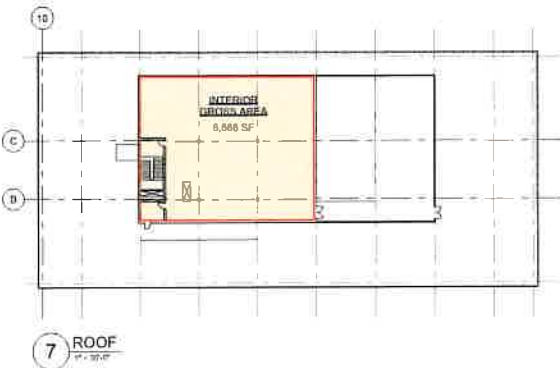
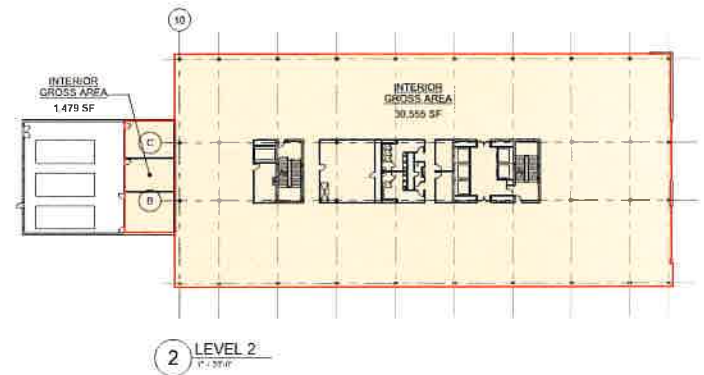
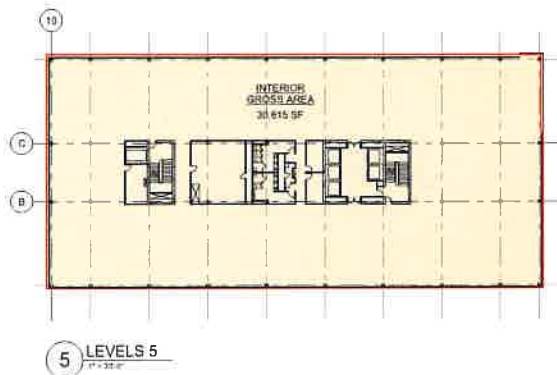
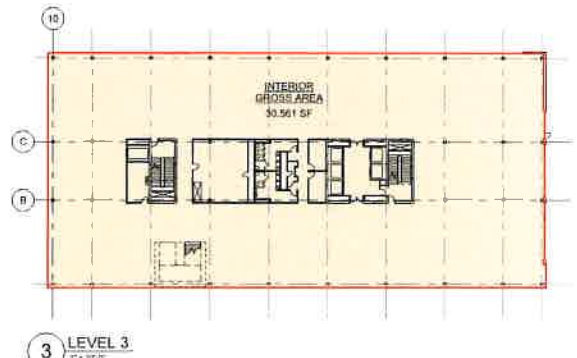
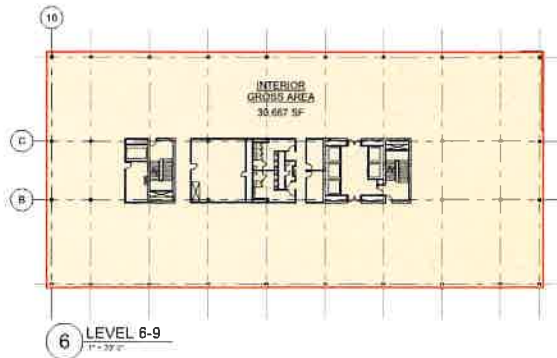
March 3, 2019

1" = 30'-0"

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



| AREA SCHEDULE (INTERIOR GROSS) | | |
|--------------------------------|---------------------|------------|
| Level | Name | Area |
| LEVEL 1 | INTERIOR GROSS AREA | 30,871 SF |
| LEVEL 2 | INTERIOR GROSS AREA | 32,034 SF |
| LEVEL 3 | INTERIOR GROSS AREA | 30,561 SF |
| LEVEL 4 | INTERIOR GROSS AREA | 30,561 SF |
| LEVEL 5 | INTERIOR GROSS AREA | 30,615 SF |
| LEVEL 6 | INTERIOR GROSS AREA | 30,667 SF |
| LEVEL 7 | INTERIOR GROSS AREA | 30,667 SF |
| LEVEL 8 | INTERIOR GROSS AREA | 30,667 SF |
| LEVEL 9 | INTERIOR GROSS AREA | 30,667 SF |
| ROOF | INTERIOR GROSS AREA | 6,586 SF |
| | | 283,897 SF |



Area Plans - Interior Gross

March 3, 2019

1" = 30'-0"

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



| Occupant Area (HCAA) | | | |
|----------------------|----------------------|-----------|--|
| Level | Name | Area | |
| LEVEL 2 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| LEVEL 3 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| LEVEL 4 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| LEVEL 5 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| LEVEL 6 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| LEVEL 7 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| LEVEL 8 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| LEVEL 9 | OCCUPANT AREA (HCAA) | 26,793 SF | |
| ROOF | OCCUPANT AREA (HCAA) | 130 SF | |

| Occupant Area (Bldg. Service) | | | |
|-------------------------------|---------------|----------|--|
| Level | Name | Area | |
| LEVEL 1 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 2 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 3 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 4 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 5 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 6 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 7 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 8 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 9 | BLDG. SERVICE | 4,293 SF | |
| ROOF | BLDG. SERVICE | 130 SF | |

| Occupant Area (Bldg. Service) | | | |
|-------------------------------|---------------|------------|--|
| Level | Name | Area | |
| LEVEL 1 | OCCUPANT AREA | 8,849 SF | |
| LEVEL 2 | OCCUPANT AREA | 26,793 SF | |
| LEVEL 3 | OCCUPANT AREA | 26,793 SF | |
| LEVEL 4 | OCCUPANT AREA | 26,793 SF | |
| LEVEL 5 | OCCUPANT AREA | 26,793 SF | |
| LEVEL 6 | OCCUPANT AREA | 26,793 SF | |
| LEVEL 7 | OCCUPANT AREA | 26,793 SF | |
| LEVEL 8 | OCCUPANT AREA | 26,793 SF | |
| LEVEL 9 | OCCUPANT AREA | 26,793 SF | |
| ROOF | OCCUPANT AREA | 141,213 SF | |

| Area Schedule (Building Services) | | | |
|-----------------------------------|---------------|----------|--|
| Level | Name | Area | |
| LEVEL 1 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 2 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 3 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 4 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 5 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 6 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 7 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 8 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 9 | BLDG. SERVICE | 4,293 SF | |
| ROOF | BLDG. SERVICE | 130 SF | |

NOTE: ALL OCCUPANT AREAS ARE TO BE DEMONSTRATED BY THE CONTRACTOR AT THE TIME OF CONSTRUCTION.

| Area Schedule (Floor Services) | | | |
|--------------------------------|---------------|----------|--|
| Level | Name | Area | |
| LEVEL 1 | FLOOR SERVICE | 2,000 SF | |
| LEVEL 2 | FLOOR SERVICE | 1,947 SF | |
| LEVEL 3 | FLOOR SERVICE | 1,947 SF | |
| LEVEL 4 | FLOOR SERVICE | 1,947 SF | |
| LEVEL 5 | FLOOR SERVICE | 1,947 SF | |
| LEVEL 6 | FLOOR SERVICE | 1,947 SF | |
| LEVEL 7 | FLOOR SERVICE | 1,947 SF | |
| LEVEL 8 | FLOOR SERVICE | 1,947 SF | |
| LEVEL 9 | FLOOR SERVICE | 1,947 SF | |
| ROOF | FLOOR SERVICE | 130 SF | |

| Area Schedule (Vertical Penetration) | | | |
|--------------------------------------|----------------------------|-----------|--|
| Level | Name | Area | |
| LEVEL 2 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| LEVEL 3 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| LEVEL 4 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| LEVEL 5 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| LEVEL 6 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| LEVEL 7 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| LEVEL 8 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| LEVEL 9 | MAJOR VERTICAL PENETRATION | 1,447 SF | |
| ROOF | MAJOR VERTICAL PENETRATION | 400 SF | |
| | | 10,881 SF | |

| Area Schedule (Building Services) | | | |
|-----------------------------------|---------------|----------|--|
| Level | Name | Area | |
| LEVEL 1 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 2 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 3 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 4 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 5 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 6 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 7 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 8 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 9 | BLDG. SERVICE | 4,293 SF | |
| ROOF | BLDG. SERVICE | 130 SF | |

| Area Schedule (Building Services) | | | |
|-----------------------------------|---------------|----------|--|
| Level | Name | Area | |
| LEVEL 1 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 2 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 3 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 4 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 5 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 6 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 7 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 8 | BLDG. SERVICE | 4,293 SF | |
| LEVEL 9 | BLDG. SERVICE | 4,293 SF | |
| ROOF | BLDG. SERVICE | 130 SF | |

NOTE: ALL OCCUPANT AREAS ARE TO BE DEMONSTRATED BY THE CONTRACTOR AT THE TIME OF CONSTRUCTION.



6 LEVELS 6-9
1" = 30'-0"



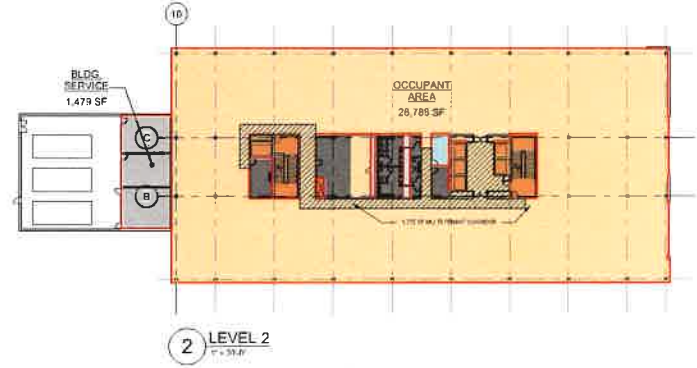
5 LEVEL 5
1" = 30'-0"



4 LEVEL 4
1" = 30'-0"



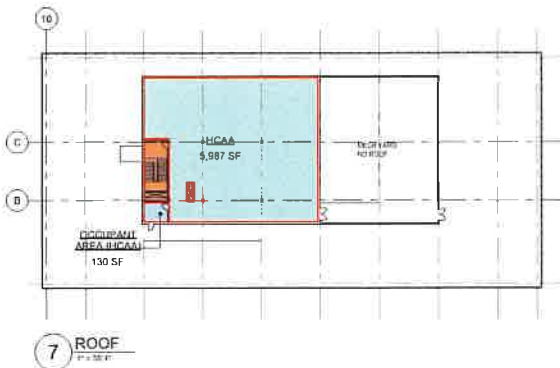
3 LEVEL 3
1" = 30'-0"



2 LEVEL 2
1" = 30'-0"



1 LEVEL 1
1" = 30'-0"



7 ROOF
1" = 30'-0"

Area Plans - Additional HCAA Area Illustration

March 3, 2019 1" = 30'-0"
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





DEVELOPMENT
TIA Office Building
ADDRESS
BOMA 2017 Calculations - Current / Single Tenant
Office Building: Standard Methods of Measurement- Method A
3/8/2019

| PRELIMINARY CALCULATIONS (NOT FOR LEASING) | | | | | | INTERMEDIATE ALLOCATIONS (NOT FOR LEASING) | | | | | | | | FINAL CALCULATIONS | | |
|--|---------------------|-----------------------------|---------|------------------|------------------------|--|---------------|------------------------|---------------|------------------------|-------------------------|-------------|-------------------------------|--------------------|---------------|---------------|
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q |
| INPUT | MEASURE | MEASURE | MEASURE | MEASURE | =B-C-D-E | INPUT | MEASURE | MEASURE | =H+I | MEASURE | =F-J-K | =(J+L)/J | =H*M | =ΣF/ΣN | =M*O | =N*O or H*P |
| FLOOR LEVEL | INTERIOR GROSS AREA | MAJOR VERTICAL PENETRATIONS | PARKING | OCCUPANT STORAGE | PRELIMINARY FLOOR AREA | SPACE ID | OCCUPANT AREA | BUILDING AMENITY AREAS | USABLE AREA | BUILDING SERVICE AREAS | FLOOR SERVICE & AMENITY | R/U RATIO | OCCUPANT + ALLOCATED AREA (O) | R/O RATIO | LOAD FACTOR A | RENTABLE AREA |
| LEVEL 01 - Single | 30871 | 0 | | 0 | 30871 | SEE PLAN | 14711 | 5897 | 20608 | 6666 | 3597 | 1.17 | 17279 | 1.79 | 2.098 | 30871 |
| LEVEL 02 - Multi | 32034 | 1487 | | 0 | 30547 | SEE PLAN | 25352 | 0 | 25352 | 1479 | 3716 | 1.15 | 29068 | 1.05 | 1.205 | 30547 |
| LEVEL 03 - HCAA | 30561 | 1487 | | 0 | 29074 | SEE PLAN | 27132 | 0 | 27132 | 0 | 1942 | 1.07 | 29074 | 1.00 | 1.072 | 29074 |
| LEVEL 04- HCAA | 30561 | 1487 | | 0 | 29074 | SEE PLAN | 27132 | 0 | 27132 | 0 | 1942 | 1.07 | 29074 | 1.00 | 1.072 | 29074 |
| LEVEL 05 - HCAA | 30615 | 1487 | | 0 | 29128 | SEE PLAN | 27186 | 0 | 27186 | 0 | 1942 | 1.07 | 29128 | 1.00 | 1.071 | 29128 |
| LEVEL 06 - Multi | 30667 | 1487 | | 0 | 29180 | SEE PLAN | 25464 | 0 | 25464 | 0 | 3716 | 1.15 | 29180 | 1.00 | 1.15 | 29180 |
| LEVEL 07 - Single | 30667 | 1487 | | 0 | 29180 | SEE PLAN | 27239 | 0 | 27239 | 0 | 1941 | 1.07 | 29180 | 1.00 | 1.07 | 29180 |
| LEVEL 08 - Single | 30667 | 1487 | | 0 | 29180 | SEE PLAN | 27239 | 0 | 27239 | 0 | 1941 | 1.07 | 29180 | 1.00 | 1.07 | 29180 |
| LEVEL 09 - Single | 30667 | 1487 | | 0 | 29180 | SEE PLAN | 27239 | 0 | 27239 | 0 | 1941 | 1.07 | 29180 | 1.00 | 1.07 | 29180 |
| ROOF | 6586 | 469 | | 0 | 6117 | SEE PLAN | 6117 | 0 | 6117 | 0 | 0 | 1.00 | 6117 | 1.00 | 1.00 | 6117 |
| BUILDING TOTALS (Σ) | 283896 | 12365 | | 0 | 271531 | | 234811 | 5897 | 240708 | 8145 | 22678 | 1.09 | 256933 | 1.06 | 1.156 | 271531 |
| RENTABLE AREA / INTERIOR GROSS | 95.64% | | | | | | | | | | | | | | | |

Outline Specification



SECTION 12.6

Outline Specification

Respondent shall fully complete and submit Appendix B.9, entitled Compliance with the Final Outline Specifications, Step 2, Proposals included in the Final Project Manual. Appendix B.9 will list required items included in the Final Outline Specifications and Respondent will indicate, with either a yes or no answer, their commitment to provide each required item in their proposed office building, parking garage and other structures. Respondent will also be allowed to provide conditional statements for their commitments.

We have completed Appendix B.9 and this document can be found on the following pages.

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|--|------------------------------------|----|--|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| General Concept: | | | | |
| 1 | Class "A" Office Building | X | | |
| 2 | Class "A+" Office Building | X | | |
| 3 | Competitive in Westshore Market | X | | |
| 4 | Best in class amenities | X | | |
| 5 | 270,000 sf Building | X | | 277,721 Interior Gross Area / 263,876 rentable square feet |
| 6 | 30,000 sf Floorplate | X | | |
| 7 | Other sf Floorplate (Specify) | | X | |
| 8 | Common Area % (Specify) | X | | 1.15 CAF is standard in Westshore market. We have 1.241 CAF for single floor tenant users and 1.281 CAF for multi-tenant |
| 9 | Lobby reception area as a gateway visitor experience with seating to accommodate minimum of 10 persons | X | | Above market standard offerings. See B.13-Item 4. |
| 10 | 4,000 5,000 sf Fitness Center | X | | 2,500 SF would be a standard sized fitness center. See B.13-Item 2. |
| 11 | Separate, secured Authority locker rooms for security personnel | X | | Above market standard offerings. See B.13-Item 2. |
| 12 | Array of fitness equipment options | X | | |
| 13 | One large classroom for fitness programs | X | | Above market standard offerings. See B.13-Item 2. |
| 14 | Showers, lockers, and connection to exterior multi-use trail | X | | Trail length seems excessive due to RFP requiring connection on the East Elevation. See B.13-Item 11. |
| 15 | 2,500 sf Conference Center: | X | | 1,000 SF would be a standard conference center offering. See B.13-Item 5. |
| 16 | Connection to Authority boardroom | | X | |
| 17 | Connection to exterior spaces | X | | |
| 18 | 2,500 sf Full Service Dining Facility: | X | | 1,500 SF would be a standard offering. See B.13-Item 3. |
| 19 | Adjacent exterior seating areas | X | | |
| 20 | Kitchen and server facility suitable for building population size | X | | Design above market standard |
| 21 | 8,000 sf Outdoor Seating and Event Space: | X | | 2,000 SF-3,000 SF would be a standard offering. See B.13-Item 13. |
| 22 | Provide Authority preferential use for Outdoor Seating and Event Space | X | | |
| 23 | Office Building connection to Atrium Lobby, plus at one additional Authority level. | X | | Connections at Levels 1 and 5. |
| 24 | Mechanical / electrical design to meet Florida Building Code | X | | |
| 25 | All Building wide mechanical/electrical systems will be located above 30' Above Mean Sea Level | X | | Extraordinary given the base FEMA Flood Elevation is 9'-0" and Proposed FF Elevation is 15'-0". |
| 26 | All Authority spaces above the Lobby Level will be located at or above 30' Above Mean Sea Level | X | | Extraordinary given the base FEMA Flood Elevation is 9'-0" and Proposed FF Elevation is 15'-0". |
| Building Design Elements: | | | | |
| 27 | Reflect Authority's leadership in community, global technology, and sustainability | X | | |
| 28 | Display and integrate Authority's brand throughout the site, building, and workplace | X | | |
| 29 | Visual interest, variety of materials and break in exterior facades | X | | |
| 30 | Modern, contemporary, and high-tech design | X | | |
| 31 | Maximize views and natural light | X | | |
| 32 | Possible use of sun shading devices | X | | |
| 33 | Expose outside to interior | X | | |
| 34 | Extend interior workplace to exterior | X | | |
| 35 | Optimize connections to exterior spaces | X | | |
| 36 | Provide exterior spaces consistent with First Class, or Class A/A+ office building | X | | |
| 37 | Off-center-core location Core designed to provide large open work areas and equal access to natural light | X | | |
| 38 | Floor to floor heights will consist of: | X | | |
| 39 | Lobby Level – 20 feet | X | | 15' would be standard offering. |
| 40 | Second Level – 20 18 feet | X | | 15' would be standard offering. |

APPENDIX B.9

| APPENDIX B.9 | | | | |
|--|--|------------------------------------|----|---|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 41 | Third & Fourth Levels – 16 feet | X | | 14' would be standard offering. |
| 42 | General Office Levels – (Specify) | X | | 14' would be standard offering. |
| 43 | Exterior / outdoor spaces will consist of: | X | | |
| 44 | First floor, lobby level adjacent to dining facility and conference center | X | | |
| 45 | Upper floor occupied by Authority | X | | |
| 46 | Circulation will consist of: | X | | |
| 47 | Wider, attractive exit stairs and finishes | X | | Standard of efrings would be 48" and un-finished. See B.13-Item 12. |
| 48 | Communicating stair between Authority's office floors | X | | Above market standard offerings. See B.13-Item 12. |
| 49 | Elevator lobbies located for exterior views | X | | Above market standard offerings. |
| 50 | Dedicated freight/service elevator | X | | |
| 51 | Freight/service elevator sized to accommodate man lift | X | | |
| Sustainability Priorities and Goals: | | | | |
| 52 | Minimum LEED-CS Silver Certification | X | | Above market standard offerings. |
| 53 | Completed attached preliminary sustainability checklist | X | | |
| Core & Shell Building Performance Criteria will include: | | | | |
| 54 | Energy Savings – ASHRAE 90.1 – 2010 = 28% | X | | |
| 55 | Outside Air / Ventilation Rate – ASHRAE 62.1 – 2013 | X | | |
| 56 | Thermal Comfort – ASHRAE 55 – 2013 | X | | |
| 57 | Interior Potable Water Savings Minimum = 30% | X | | |
| 58 | Use Zero CFC-based refrigerants in HVAC and R systems | X | | |
| Core & Shell Building – First Tier Required Features: | | | | |
| 59 | <u>MERV-14 (for AHU's serving Authority floors 1, 2, and 3) Merv-13 air filtration on all HVAC units</u> | X | | Above market standard offerings. See B.13-Item 8. |
| 60 | Energy Recovery Ventilator | X | | |
| 61 | Protection of HVAC, ductwork, and moisture absorption materials during construction | X | | |
| 62 | Minimum of 50% construction waste recycled and/or diverted from landfills | X | | |
| 63 | Open space walking paths, areas, and amenities for employees outdoor use | X | | 2,000 SF-3,000 SF would be a standard offering. |
| Core & Shell Building – Second Tier Targets: (as not to preclude the use of WELL Building Standard): for the Building or Authority tenant space | | | | |
| 64 | UV Lamps on HVAC Air Handler coils | X | | Above market standard offerings. See B.13-Item 8. |
| 65 | HVAC Demand Control Ventilation | X | | Above market standard offerings. Per ASHRAE 90.1 section 6.4.3.8 exception 1, HVAC DCV may be omitted as a result of the use of exhaust air energy recovery (ERV's). See B.13-Item 8. |
| 66 | Stairs located within 25 feet of Building entry, or edge of lobby | X | | |
| 67 | Stairs minimum 56 inches, clear width | X | | Standard of efrings would be 48" and un-finished. See B.13-Item 11. |
| 68 | Loading dock designed to divert landfill waste with adequate collection and storage spaces | X | | |
| Parking: | | | | |
| 69 | 5.5 spaces per 1,000 rentable sf | | X | 1,291 garage spaces, 43 surface spaces = 6.29/1,000 usf |
| 70 | Expandable <u>to 7.0 spaces per 1,000 rentable sf</u> | | X | |
| 71 | Parking structure first floor level shall be 8'-4" | X | | |
| 72 | Parking structure upper levels shall be 7'-6" minimum, <u>and not preclude mounting solar panels on top level in future</u> | X | | |
| 73 | Handicap spaces per code requirements | X | | |
| 74 | 5% total spaces as Electrical Vehicle charging stations | X | | .5%-1% would be standard with a simple duplex outlet to be provided. See B.13-Item 6. |
| 75 | Control requirements compatible with Authority systems | X | | Johnson Controls will be specified |
| 76 | Minimum space dimensions 8'-9" x 18'-0" | X | | |
| 77 | No compact spaces | X | | |
| 78 | Stainless steel vector connectors maximum 5 feet apart | X | | Above market standard of Zinc. |
| 79 | Enclosed, air-conditioned walkway from Garage to Building | X | | Above market standard of "covered" vs. enclosed/conditioned. See B.13-Item 9. |
| 80 | 100 dedicated Authority parking spaces, with close access to Building | X | | |
| 81 | CCTV cameras compatible with Authority systems | X | | |
| 82 | Bicycle parking per code requirements | X | | |
| 83 | Access to parking structure shall be controlled consistent with and connected to Authority systems for security and force protection | X | | |
| Minimum Structural Design Live Loads: | | | | |
| 84 | Floors – Ground = 150 psf | X | | |

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
 Page 2 of 15

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|---|------------------------------------|----|--|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 85 | Floors – Storage = 150 psf | X | | |
| 86 | Floors – Dining = 150 psf | X | | |
| 87 | Floors – Fitness = 250 psf | X | | |
| 88 | Elevated – Office = 50 psf | X | | |
| 89 | Elevated - Operations Centers = 150 psf | X | | |
| 90 | Elevated - File Room = 150 psf | X | | |
| 91 | Stairs = 100 psf | X | | |
| 92 | Roof = 20 psf | X | | |
| 93 | Mechanical Rooms = 150 psf | X | | |
| 94 | Mechanical Roof = 100 psf + weight of cooling tower if required | X | | |
| 95 | Building <i>façade</i> skin system shall consist of stone, cast stone, precast architectural concrete, glass and aluminum curtain wall, or other quality materials | X | | |
| 96 | ASHRAE 90.1-2010 Building Envelope Requirements as noted | X | | |
| Walls: | | | | |
| 97 | All walls furred, dry walled, taped, floated, spackled or molded, sanded for level four finish, and ready to receive final tenant finishes | X | | |
| Floors: | | | | |
| 98 | Confirm the slab rated floor in pounds per square feet. Confirm the live load and dead load. Floor flatness requirements - Floor flatness shall be a minimum of Ff 20 and floor levelness shall be a minimum of Fl 17 | X | | |
| 99 | 2nd Floor Slab Loading: 200 lbs / SF dead load. (NOC/AOC and Armory Room) | X | | Above market standard offerings. |
| 100 | 2nd and 3rd Floor Slabs – NOC/AOC locations: insulate slab with 2 inches of polyisocyanurate, to be placed above the structural components and below the finished flooring | X | | Above market standard offerings. See B.13-Item 7. |
| Exterior Glazing and Window: | | | | |
| 101 | A minimum of a 1" thick glazing assembly with a Low-E coating, set in prefinished aluminum frames or curtain wall system; windows shall be provided in the exterior wall of all office areas at the rate of a minimum of 60% of the wall area between the floor and ceiling averaged for each floor of leased space. The exterior glazing and window system shall be appropriate acoustically for this location and consistent with the sustainability guidelines for the Authority | X | | The exterior Glazing System included meets an OITC 32. |
| Roof: | | | | |
| 102 | Roof shall be consistent with a first-class roofing system typical for a Class "A" office building. Structure or tapered insulation will provide positive slope to internal roof drainage system. Gutters and downspouts shall not be acceptable. Provide scuppers or other secondary means of roof drainage in accordance with applicable codes and regulations. Provide multiple routing points for roof mounted equipment, antenna, and cellular service | X | | |
| Interior Envelope: | | | | |
| 103 | The typical floor-to-finish floor height shall be established to provide a finished ceiling at a minimum of 15'-0" AFF on the first floor (Lobby Floor) and the second floor (NOC, AOC and ICC Floor). The Authority will occupy the three lowest floors above the Lobby Floor. The typical floor-to-finish ceiling height on the third and fourth floors shall be 12'-0" AFF. The typical floor-to-finish ceiling height shall be 10'-0" AFF on the upper floors. | X | | Standard market offerings are typically 12' finished ceiling height on level 1 and 10' for the balance of floors thereafter. |
| 104 | The Lobby Floor will consist of the Building Lobby, Dining Facility, Fitness Center, Authority Employee Lockers, and the Conference Center. | X | | |
| 105 | The Second Floor will consist of the NOC, AOC, ICC, and IT Department. | X | | |
| 106 | The Third and Fourth Floors will consist of the Authority's offices. There shall be an open stairway and a communicating stair between the Authority's two office floors. The open floor plates (approximately 30,000 sf) are best to further enhance connection and space flexibility. | X | | Above market standard offerings. See B.13-Item 12 |
| 107 | Insulate walls between the NOC/AOC and common building elements with 4" of R-13 Batt insulation, and a continuous vapor barrier on the common elements side of the wall. Seal all wall boxes, outlets, and penetrations to prevent the movement of air and moisture. | X | | Above market standard offerings. |
| 108 | Elevators shall consist of 3,500 lb, 500 feet/minute traction elevators; the number of passenger elevators should be determined by the size and number of floors and be developed by considering estimated average wait times at peak usage. | X | | Five passenger elevators w/9 landings/stops each. |

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|---|------------------------------------|----|---|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 109 | The service elevator shall consist of one 4,500 lb, 350 feet/minute traction elevator and may be positioned as a 'swing' cab or be separate from passenger elevators. Passenger and freight elevators, including finished interior cabs and lobbies complete with finished doors, frames, hardware, magnetic hold-open devices, call lanterns and buttons, fire department connections, and placards as required by Code and consistent with "First Class" or Class "A" building standards. | X | | One freight elevator w/9 landings/stops. |
| 110 | Service Loading Dock – The office building will be accessed by an external loading dock that is accessible by a 53' commercial truck that can, at a minimum, accommodate the following: trash and recycling dumpster/compactors as needed to serve building, a dock-level loading bay that can accommodate a 53' tractor-trailer, and a grade-level loading bay for UPS/FedEx deliveries. | X | | |
| 111 | Egress Stairwells – Interior egress stairs shall be constructed of reinforced cast-in-place concrete or reinforced concrete masonry units; the intent of this requirement is for the stairs to provide shelter during severe weather events. | X | | Respondent shall provide Cast-In-Place. |
| 112 | Interior of Stairwells – Interior of stairwells shall be finished with painted gypsum board applied to metal framing or furring. The stairs shall be appropriately finished and interior lighting shall be consistent with quality of finished Class "A" office areas. | X | | Above market standard offerings. See B.13-Item 11 |
| 113 | Restrooms – Plumbing fixture counts shall exceed the 2014 Florida Building Code minimum requirements and provide water closets (and urinals) as required. The awarded Respondent will provide base building restrooms with a level of finishes for a Class "A" office building standard. The restrooms shall have sound attenuation insulation for acoustical purposes. The plumbing fixtures shall be consistent with the sustainability guidelines for the Authority. | X | | Finished ceiling heights shall be 9'-0" AFF. |
| 114 | Doors – The base building shall include 8'-0" high solid core, prefinished wood veneer doors in welded hollow metal frames with commercial quality, heavy duty jambs, hinges, and lever hardware. | X | | |
| 115 | Security and Access Control – The awarded Respondent shall furnish and install a security system with equipment by a manufacturer approved by the Authority that will integrate with security system specifications to be specified later. System shall include a card-access system for employees, exterior door monitoring and control, and CCTV supervision of all Lobby areas, parking areas and parking structures. | X | | |
| 116 | Window Treatments – The window head located at the perimeter windows of each finished floor shall contain an integral shade pocket. Provide manual clutch-operated mesh shades with 5% opacity at all exterior windows. The window treatments shall be consistent with the sustainability guidelines for the Authority. | X | X | Above market standard offerings. See B.13-Item 1. 116-VE Option accepted by HCAA. |
| 117 | Building Lobby – The main lobby design and construction will be included and should include interior finishes for flooring, walls, ceilings, and accent lighting as is representative of a Class "A" office building. Main entry doors shall be consistent with the level of finish for a "First Class" or Class "A" office building standard. The Lobby shall also include a security/information desk and lobby restrooms. | X | | 2,000 SF would be a standard offering. See B.13-Item 4. |
| 118 | Electrical & Telephone Rooms - These rooms will be composed of painted gypsum board walls, sealed concrete floors and VCT with anti-static strips. Specific electrical/telephone requirements are listed in the sections below. | X | | Above market standard offerings. |
| Heating, Ventilation, and Air Conditioning: | | | | |
| 119 | General – The HVAC system will include all system equipment, components, and controls to provide a fully operational system ready for expansion by tenant during interior build out portion of work. The HVAC equipment shall maintain the indoor conditions used below maintained to plus or minus 2°F., based upon the local conditions specified in the 2013 Edition of ASHRAE HANDBOOK OF FUNDAMENTALS: | X | | |
| 120 | Summer indoor shall be 74° F.D.B. and 50% maximum relative humidity. | X | | |
| 121 | Summer outdoor shall be the ASHRAE 0.4% coincident weather data. | X | | |
| 122 | Winter indoor shall be 68° F.D.B. The equipment shall be designed and sized accordingly. | X | | |
| 123 | Winter outdoor shall be the ASHRAE 99.6% weather data. | X | | |
| 124 | All building areas will be served from energy-efficient commercial grade HVAC systems designed to achieve the Energy and Atmosphere project goals. The HVAC system shall be consistent with the sustainability guidelines for the Authority. | X | | |
| 125 | HVAC design will be based on ASHRAE standards and methods, including the ASHRAE Standard 62 requirements. Outside air shall be ducted to each mechanical room through vertical duct from an energy recovery unit. | X | | |

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|---|------------------------------------|----|---|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 126 | The overall building HVAC system shall be controlled by an energy management system consistent with Class "A" office space. The energy management system shall be native BacNet protocol, and shall monitor and control all terminal units, air handlers, chillers, cooling towers, pumps, valves, and temperature/Co2 sensors. The Building Automation System (BAS) shall be native BacNet interface with the Authority Johnson Controls System via BacNET over IP, routed through the existing fiber backbone to the Main Terminal Control Center. | X | | |
| 127 | Toilets to be located in common areas will be exhausted at the rate of 2 CFM/sq. ft. or per code requirement, whichever is greater. Toilet room exhausts will be ducted to energy recovery unit located on roof. | X | | |
| 128 | Full consideration shall be given to energy conservation features in system design and equipment selection. | X | | |
| 129 | Energy Recovery Ventilator: Sized to pre-condition outside air for all office and common spaces; exceptions – restaurant space shall have its own ERV. Minimum total effectiveness of 75 percent; utilizing an enthalpy wheel capable of latent and sensible heat transfer. | X | | Above market standard offerings. See B.13-Item 8 |
| 130 | MERV-14 MERV-14 (for AHU's serving Authority floors 1, 2, and 3) air filtration is required on all HVAC units providing outside air to the tenant space(s) | X | | Above market standard offerings. See B.13-Item 8 |
| Electrical: | | | | |
| 131 | The electrical system shall meet the applicable requirements of current national, regional, state, and local building codes. | X | | |
| 132 | Service and Building Entry – The service voltage shall be 277/480 volts, three phase, four wire. The service capacity shall be 20 VA per gross square foot, whichever is greater. The primary service shall be a dual primary preferred/alternate feeder feeding a single pad mounted transformer. The service switchboard would be provided with a main breaker and serve branch panels for tenant power. | X | | The service size will be calculated at 20VA/sf for the leasable area. Core will be per NEC Code. The service size will be 4000 ampere, 480/277 volt. The main switchboard will serve tenant panels per the project manual. Refer to Electrical Riser Diagram and enlarged electrical room plans for details |
| 133 | Future service for the Authority - The primary service shall be a dual primary preferred/alternate feeder serving two pad mounted transformers. Developer Awarded Respondent will coordinate conduit pathways for a separate service entrance into an electrical room separate from the base building. The future main switchgear will have a main-tie-main arrangement. | X | | Above market standard offerings. |
| 134 | Transformers and Distribution – Dry type transformers shall be utilized to provide 120/208-volt power for receptacles and other miscellaneous loads. Transformers and 120/208-volt branch circuit panelboards for future End-user areas shall be installed in the base building. The 120/208 volt loads for each floor shall be fed from a panelboard on that floor. Transformer capacity shall be calculated on a per floor basis, and be as required by the NEC or 6 VA per gross square foot, whichever is greater. | X | | |
| 135 | Each floor will have a 480-volt panelboard for lighting and two (2) 208 volt panelboards for receptacles and 120 volt loads. A dry type transformer will be on each floor to serve the 208 volt panelboards. Each floor will also have a 480-volt panelboard to serve HVAC loads on the floor. | X | | |
| 136 | The main switchboard and all distribution panelboards shall have 30% expansion space for future circuit breakers. Do not use a six-subdivision switchboard. Four spare 20/1 circuit breakers, and four spaces or a minimum of 30%, whichever is greater, shall be provided in all branch circuit panelboards. | X | | 20% would be standard market offering. |
| 137 | Metering – The facility shall have a single utility meter plus a main switchboard Power Quality electrical meter that has network interface for remote monitoring. A BAS shall be installed and shall monitor the power consumption of the building through a connection to the utility power meter. The BAS shall consist of a microprocessor-based unit with a control and display board for input and output communications with the unit. | X | | Typically, Sub metering should be required if any tenant exceeds the allowed watts/sf. |
| 138 | Emergency Power – Provide a diesel-powered packaged generator dedicated for all emergency and legally required standby loads, consistent with NFPA 101, NFPA 70, NFPA 110, and FBC requirements. The generators shall be located at a minimum 30' AMSL. | X | | Above market standard offerings. A diesel fueled stand by generator will be provided to serve all code required loads including a fire pump. The approximate size will be 600KW, 480/277 volt, 3 phase, 4 wire |
| 139 | The emergency power system shall consist of the transfer switch and main emergency distribution panel in the main electrical room. Each floor shall have an emergency panel(s) and transformer for the emergency loads on that floor. The emergency system shall provide power to all life safety systems and equipment, including an elevator to reach every floor, exit lighting, egress lighting, stairwell lighting, fire alarm system, the fire pump (if included), smoke evacuation (if included), sump pumps, etc. There shall be separate system transfer switches and distribution emergency and legally required systems. | X | | Above market standard offerings. |
| 140 | The A A warded Respondent shall provide appropriate space to support a generator for full site backup including concrete pad for placement of the Authority generator with four (4) 4" diameter conduits plus two (2) 1-1/2" control conduits from the pad site to a location within the building that can serve as the Authority's emergency electrical room. | X | | Above market standard offerings. |

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
 Page 5 of 15

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|--|------------------------------------|----|--|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 141 | The A awarded Respondent shall also provide spaces for two future tenant generators. There shall be 6-4" C pathways provided into the building from this location to allow for tenants to develop emergency power distribution. The generators shall be located at a minimum 30' AMSL. | X | | Above market standard offerings. |
| 142 | Lighting – System capacity and branch circuit panelboards for future tenant space lighting shall be installed in the base building. Panelboard capacity on each floor shall be no less than 1.5 VA per gross square foot. For each floor provide one 20/1 circuit breaker in the lighting panel for each 900 square feet of tenant area on that floor. Tenant lighting shall be provided as a part of the Tenant Improvement Allowance. Lighting control systems, including occupancy sensors, to control lighting during unoccupied periods and these systems will be operating and in good repair and in compliance with all applicable local, state and federal code requirements. Provide LED lighting. | X | | LED lighting will be provided throughout the building interior and exterior. Lighting control systems meeting all energy code requirements will be provided in the building. |
| 143 | Fire Alarm System – The fire alarm system will be in-synch, addressable type with capability for pre-recorded emergency messages and overhead general paging from a central location; the fire alarm system shall comply with provision of the Florida Building Code and NFPA 101 and 72. The fire alarm system shall be compatible and easily integrated with the Authority's system. | X | | A fire alarm system that will be compatible with the current campus wide system as manufactured by Simplex-Grinnell will be specified |
| 144 | Lightning Protection – Provide a lightning protection system with concealed downleads. Lightning Protection System shall be installed in accordance with NFPA 780 and shall be UL listed. | X | | |
| 145 | Data/Telecom Entry – The awarded Respondent shall furnish and install four (4) four-inch (4") conduit access from the building to the local exchange telephone company right-of-way per guidelines of the local telephone company's building industry consultant/plant engineers and four (4) four-inch (4") conduit access from the building to a competitive local exchange telephone company right-of-way as designated by the Authority. Mobile and wireless technologies will be used extensively and the development must include provisions to boost the wireless reception, to assure the quality of wireless reception is sufficient for the population to be served. It is also required to have within the core one (1) IDF room of approximately 10 x 12' for every approximate 30,000 SF of floor area. | X | | |
| 146 | Core service electrical rooms on each floor to be code compliant and complete with all meters, feeders, transformers, panels, breakers, and associated equipment required to provide electrical service of not less than 4.6 watts per square foot of connected load (consisting of 1.1 watts per square foot for lighting (277 volt) and 3.5 watts per square foot convenience (120/208 volt) service). | X | | |
| Plumbing Systems: | | | | |
| 147 | General – Plumbing systems will be installed and consist of sanitary drainage, storm drainage, hot and cold water throughout the building. The plumbing systems shall be consistent with the sustainability guidelines for the Authority. | X | | |
| 148 | Roof drainage shall be provided to connect into the storm lines on the surrounding site. The vertical roof drain leaders will be located in the core space of the building. All horizontal rainwater leaders shall be insulated. Perimeter gutters and downspouts are not acceptable. | X | | |
| 149 | Domestic hot water will be supplied from electric or gas water heaters with a hot water recirculating system connected to restroom lavatories, janitor's mop sinks and other trades where required. | X | | |
| 150 | Sanitary system will be extended through the building and connect risers, toilet room fixtures, and mechanical equipment to the sanitary sewer system. There shall be a minimum of three (3) waste, vent, and water risers that the tenants can utilize. | X | | |
| 151 | The cold-water system will deliver water from the public water main through a meter to the building. Pressure at all fixtures shall be between 40 and 80 psi. The Developer Awarded Respondent shall provide pressure reducing/boosting equipment as required. | X | | |
| 152 | Provide water cooler with water bottle filling station at least one location per floor. | X | | |
| 153 | Provide reduced pressure backflow preventer (RPBP) for domestic water system. | | X | Addendum 6, Page 58 indicates RPBP's BY OTHERS w/flanges for connections by the Respondent. |
| 154 | Provide reclaimed water for irrigation for all landscaping. | X | | |
| 155 | Elevator pits shall be provided with automatic sump pumps. Forced mains shall discharge to an approved visible location. | X | | 154-HCAA to provide reclaimed service main to property line with other utilities. |
| Telecommunications and Security Systems: | | | | |
| 156 | Separation: Throughout the design of the building and site preparation it shall be very clear at all times if telecom infrastructure is meant to be for the Authority or for the other tenants. These two infrastructures shall be completely separate not sharing any spaces, raceways or even access to them. | X | | Above market standard offerings. |

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
 Page 6 of 15

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|--|------------------------------------|----|---|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 157 | Existing infrastructure: Currently there are 2 duct banks going around the Rental Car Center building that need to be extended to new Office Building property. One is called "Service provider duct bank" and it is currently used by the Local Exchange Carriers (LECs) to provide telecom services to the car rental companies and other tenants inside the campus. The second duct bank is called "Authority duct bank" and is only used exclusively for the Authority owned and operated telecommunications lines. The Authority will provide a connection for each at or near the property line. | X | | Project will connect to Authority provided connection points. |
| 158 | Telecom service for Tenant. The service provider duct bank needs to be extended into the non-Authority tenant spaces in the building. This duct bank shall rise up in the building in a location accessible only through non-Authority areas. At a minimum 2-4" conduits need to be provided from the site to all floors with non-Authority tenant spaces. | X | | |
| 159 | Telecom service for the Authority. The Authority duct bank needs to be extended into the Authority spaces in the building. This service shall be redundant using diverse and physically separated infrastructures (>20' of separation at all times). At a minimum 4-4" conduits shall be brought from the Authority duct bank into Authority spaces, at 2 separate locations. | X | | Above market standard offerings. |
| 160 | Infrastructure redundancy. While the service provider infrastructure does not need to be redundant, B196 the Authority infrastructure shall be redundant. It is envisioned that one connection to the Authority duct bank will come through the connector bridge and overhead into the building, the second connection could come from the ground directly into the building from the Authority provided connection. | X | | Above market standard offerings. |
| 161 | Telecom rooms for the Authority. Telecom rooms for the Authority will be developed inside the Authority floors as part of the design of the Authority spaces. The location where the Authority infrastructure comes from the ground up shall be carefully coordinated with the Authority to make sure it lines up with the design of the Authority space. | X | | Above market standard offerings. |
| 162 | Access to roof. The Authority will require antennas on the roof of this building, so a 10'X12' room shall be built in the penthouse to house the Authority radio equipment and other infrastructure strictly under the control of the Authority. This room shall communicate with the Authority spaces with 2-4" conduits not accessible through any tenant spaces. | X | | Above market standard offerings. |
| 163 | Antenna support structure. The building will require at least a 60' long I-Beam installed horizontally about 2' above the roof to support multiple Authority antennas. This I-Beam shall be supported from the building structure and shall be designed to support the wind loads required for the building with multiple antennas attached to the I-Beam. This support system shall be adjacent to the room for radio equipment and shall be bonded to the lightning protection system in the roof. All roof top equipment shall be screened. | X | | Above market standard offerings. |
| 164 | Telecommunications grounding system. All Telecom rooms for tenant and entrance facilities shall have a 12"X4" copper ground bar inside tied to the main ground electrode in the building through a telecommunications grounding backbone (TBB). The TBB shall be a AWG 2/0 copper insulated cable. | X | | Above market standard offerings. |
| 165 | Authority Parking. The Authority parking areas will have security and telecom requirements. In order to provide that infrastructure, the Authority telecom rooms shall be required in the parking area. These rooms shall be 8'X10' and shall communicate back to the Authority building through redundant raceways. These redundant raceways shall be no less than 2-4" conduits linking all rooms in the Authority parking area. | X | | Above market standard offerings. |
| 166 | Drop off canopy. The drop off canopy outside of the building shall have 2-2" conduit coming from the Authority spaces in the building, so WIFI and surveillance cameras can be provided by the Authority in that canopy. | X | | Above market standard offerings. |
| 167 | Door security for access to the Authority controlled spaces. All exterior or interior access to the Authority controlled spaces shall have infrastructure for a security access control system. These doors shall have mud boxes in the frame to run wires to electromagnetic locks and door position switches mounted in the frame and door. All door hardware shall be as per the Authority design guidelines. | X | | Above market standard offerings. |
| 168 | Door security for common area doors (building access for the Authority and non-Authority staff). If card access is to be required for common area doors they need to be provided with a complete access control system, not just empty raceways. Since it is envisioned non-Authority tenants will not have an airport proximity card, the access control system selected shall be able to read the airport proximity card and the badges for non-Authority tenants. | X | | |

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|--|------------------------------------|----|----------------------------------|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 169 | Video surveillance cameras. The Authority will develop a security plan during the design of their spaces including locations of surveillance cameras. Cameras might be located inside the Authority spaces, in common areas, building roof top and Authority parking areas. Raceways for cameras in common areas will be required to be included in the building design. 230 Developer Awarded Respondent shall plan for their own CCTV surveillance system for non-Authority areas that might require security to protect non-Authority staff. | X | | |
| Fire Protection System: | | | | |
| 170 | General – The building shall be fully sprinklered. An automatic wet pipe sprinkler system will be provided with design and installation in accordance with NFPA 13. | X | | |
| 171 | Standpipe for fire department valve will be provided at each stairwell in accordance with NFPA 14. | X | | |
| 172 | Automatic fire pump and jockey pump (if required) will be provided in accordance with NFPA 20, connecting to the fire protection system. Install a double check valve assembly and 'siamese' fire department connection for the sprinkler system. | X | | |
| 173 | Sprinkler heads in lay-in ceilings will be the semi-recessed type and be installed centered in ceiling tiles. Sprinkler heads in gypsum board ceilings will be concealed type with flat ceiling plate. | X | | |
| 174 | Provide future Authority fit outs with core and shell sprinklers sized for Light Hazard, and a Density of 0.12 gpm/sq.ft for most remote 1500 sf. | X | | |
| 175 | Fire extinguishers in all core fire extinguisher cabinets to meet all codes. | X | | |
| 176 | Exit signage as required by code for the Building. | X | | |
| General: | | | | |
| 177 | Site Walkways - shall be concrete, brick or other suitable paving material. Drives and Parking areas will be concrete or asphalt concrete paving with concrete curbs (extruded curbs installed on the finish course of pavement is not acceptable). | X | | |
| 178 | Entry Plaza - is to be provided that is consistent with a first-class entrance for a Class "A" office building. The plaza shall be accented with paving material different from standard concrete sidewalks, lighting, and landscape elements. | X | | |
| 179 | Exterior Lighting - shall include lighting at entrances and canopies, bollards where walkways reach the building at entrances, parking, and walkway lighting, and lighting for a monument sign. Exterior lighting shall not point up and shall be consistent with the sustainability guidelines for the Authority. Fixtures generally shall use LED lamps. Parking and walkways shall have 2 foot-candles averaged maintained illumination. Exterior lighting shall be contactor switched, controlled by a photocell and a time clock. Accent lighting should be provided to higher levels at each point of entry. | X | | |
| 180 | Signage - Fronting on the major access street, a lighted monument sign shall identify the building and address, and select tenant's occupancy. Provide electrical service and lighting under the electrical section. | X | | |
| 181 | Building Signage – The Authority reserves the right to all exterior building signage. Provide adequate electrical service for exterior building signage locations. | X | | Above market standard |
| 182 | Other - The site shall be drained to the Authority's storm drainage system. Sanitary sewer, electric, telephone, and water shall be brought to the building via underground services. | X | | |
| 183 | Other - The site shall be drained to the Authority's storm drainage system. Sanitary sewer, electric, telephone, and water shall be brought to the building via underground services. | X | | |
| Specification Index: HVAC | | | | |
| 23 00 10 - BASIC MECHANICAL REQUIREMENTS | | | | |
| 184 | Comply with ADA, current NFPA standards, current Florida Building Code standards and all owner MEP Engineering Design Guidelines. | X | | |
| 185 | Provide shop drawings for all ductwork and piping systems and provide final as-built drawings to owner and engineer in Revit 2016 or later. | X | | |
| 186 | Provide submittals for all equipment (and substitution request for manufacturer's not listed in specification). | X | | |
| 187 | All mechanical equipment and materials stored on site shall be cleaned prior to installation. | X | | |
| 23 01 01 - HVAC SUSTAINABILITY REQUIREMENTS | | | | |
| 188 | Provide all documentation required for LEED requirements and credits. | X | | Above market standard offerings. |
| 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT | | | | |
| 189 | All motors shall comply with NEMA MG-1 | X | | |
| 190 | Polyphase motors to be high-efficiency and compatible with variable frequency drives. | X | | |

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|--|------------------------------------|----|---|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 191 | Single phase motors shall be EC type. | X | | |
| 192 | Motors exposed to ambient conditions shall be TEFC. | X | | |
| 23 05 14 - VARIABLE FREQUENCY MOTOR CONTROLLERS | | | | |
| 193 | Provide a manual bypass on all drives. | X | | |
| 194 | VFD's shall be installed as close as possible, within reason, to the equipment driven by the VFD while providing adequate access space. | X | | |
| 23 05 19 - METERS AND GAUGES FOR HVAC PIPING | | | | |
| 195 | Flows and temperatures shall be capable of being monitored using visual inspection of gauges. | X | | |
| 196 | Thermometers shall be 7" nominal length and pressure gauges shall be 4-1/2" nominal diameter. | X | | |
| 197 | Pressure gauges shall be 0-100 PSI and thermometers shall be 0-100 F and 0-250 F for chilled water and hot water systems, respectively. | X | | |
| 23 05 23 - GENERAL - DUTY VALVCS FOR HVAC PIPING | | | | |
| 198 | Handlever: For quarter-turn valves NPS 6 and smaller | X | | |
| 199 | Handwheel: For valves other than quarter-turn types | X | | |
| 200 | Chainwheel: For valves higher than 10'-0" AFF. | X | | |
| 201 | Provide extensions for valves in insulated piping to allow for insulation around valve | X | | |
| 202 | Ball valves - Bronze, for NPS 2 and smaller piping | X | | |
| 203 | Butterfly Valves - 150 CWP, Iron, for NPS 2-1/2 and larger | X | | |
| 204 | Check Valves - Bronze | X | | |
| 23 05 29 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT | | | | |
| 205 | All hangers/supports and supporting systems shall meet ASCE and MSS standards. | X | | |
| 206 | Cooling Tower supports (or within cooling tower yard) - Stainless-Steel | X | | Above market standard offerings. Consider Galvanized. |
| 207 | Outdoor supports (and unconditioned indoor areas) - hot-dipped galvanized | X | | |
| 208 | Indoors supports (conditioned areas) - carbon steel | X | | |
| 23 05 48 - VIBRATION CONTROLS FOR HVAC | | | | |
| 209 | All equipment installed adjacent to or above occupied areas shall be provided with adequate vibration isolation to mitigate the transfer of vibration and subsequently sound to the occupied areas | X | | |
| 210 | Vibration isolation systems' attachment to structural members shall be coordinated with the structural engineer prior to ordering equipment. | X | | |
| 23 05 53 - IDENTIFICATION FOR HVACX PIPING AND EQUIPMENT | | | | |
| 211 | Equipment, ductwork, piping and all appurtenances shall be labeled in mechanical rooms, outdoor equipment yards and above ceilings (where label would be visible from access panel). | X | | |
| 212 | Label lettering shall be sized according the viewing distance calculated. | X | | |
| 213 | All raised equipment pads (or house-keeping pads) in mechanical rooms shall be labeled with yellow and black striped tape on the vertical edge of the pad to prevent a tripping hazard. | X | | |
| 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC | | | | |
| 214 | Contractor shall test and balance all air and hydronic systems, including any balancing that would be required when tying into existing systems or common utility headers. | X | | |
| 215 | Testing to comply with AABC or NEBB standards. | X | | |
| 216 | Tolerances for all systems are +/- 10%. | X | | |
| 23 07 13 - DUCT INSULATION | | | | |
| 217 | Insulation shall meet requirements in Florida Energy Conservation Code and ASHRAE 90.1. | X | | |
| 218 | Internal duct insulation in prohibited. All insulation shall be either external or double-wall ductwork. | X | | |
| 219 | Concealed ductwork shall use blanket insulation. | X | | |
| 220 | Exposed ductwork (if not double-wall) shall use rigid board insulation. | X | | |
| 221 | All duct accessories shall be installed to allow continuous insulation of ductwork. | X | | |
| 222 | All supply, return and outside air ductwork common to building shall be insulated. | X | | |

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|--|------------------------------------|----|--------------------------|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 23 07 19 - HVAC PIPING INSULATION | | | | |
| 223 | Foamglas insulation required for all chilled and hot water piping, indoors and outdoors. Provide embossed aluminum jacket on any outdoor chilled or hot water piping. | X | | |
| 224 | Refrigerant and condensate piping shall use flexible elastomeric insulation. Outdoor piping shall include a field applied jacket. | X | | |
| 225 | Outdoor chilled water piping insulation shall be designed to eliminate condensation on piping in worst-case ambient conditions. | X | | |
| 226 | All cold surfaces, indoors and outdoors, shall be insulated. | X | | |
| 23 09 00 - INSTRUMENTAION AND CONTROLS FOR HVAC | | | | |
| 227 | Basis of design: Johnson Controls. System shall be integrated into existing campus Johnson Control system. | X | | |
| 228 | All points listed in control diagrams shall be provided. | X | | |
| 229 | Belimo Valves are Basis of Design for control valves | X | | |
| 230 | All control valves shall be fully modulating. | X | | |
| 23 21 13 - HYDRONIC PIPING | | | | |
| 231 | Mechanical pipe joining systems (Victaulic) are allowed for rooftop and mechanical room piping only. Piping in any other parts of the building to be welded. | X | | |
| 232 | Chilled/Hot Water | X | | |
| 233 | NPS 2 and smaller – Type K copper or Sch. 40 steel | X | | |
| 234 | NPS 2-1/2 and larger – Sch. 40 steel | X | | |
| 235 | Condenser Water Piping - Sch. 40 steel | X | | |
| 236 | Condensate Piping - Type K copper | X | | |
| 23 21 16 - HYDRONIC PIPING SPECIALTIES | | | | |
| 237 | Basis of Design for control valves in Belimo. | X | | |
| 238 | Provide manual air vents at the top of all hydronic systems. | X | | |
| 239 | Bladder type expansion tanks and tangential air separators are required for all hydronic systems. | X | | |
| 240 | Flexible piping connectors shall be braided metal | X | | |
| 241 | All strainer baskets shall be cleaned after test and balance and prior to final closeout. | X | | |
| 23 21 23 - HYDRONIC PUMPS | | | | |
| 242 | Double suction, end suction and vertical incline pumps are all approved for use. | X | | |
| 243 | Provide a hoist beam in any mechanical room with motors weighing in excess of 100 lbs. | X | | |
| 23 25 13 - WATER TREATMENT FOR CLOSED-LOOP HYDRONIC SYSTEMS | | | | |
| 244 | Provide bypass chemical feeder for each closed-loop system | X | | |
| 245 | Chemical treatment shall be performed by a local chemical treatment company and requires a service contract. Coordinate with owner on any existing contracts in place. | X | | |
| 23 25 16 - WATER TREATMENT FOR OPEN-LOOP HYDRONIC SYSTEMS | | | | |
| 246 | Chemical treatment shall be performed by a local chemical treatment company and requires a service contract. Coordinate with owner on any existing contracts in place. | X | | |
| 23 31 13 - METAL DUCTS | | | | |
| 247 | All ductwork shall comply with latest "SMACNA HVAC Duct Construction Standards" | X | | |
| 248 | Standard ductwork shall be G-60 galvanized. | X | | |
| 249 | Ductwork shall be sealed as according to Florida Energy Conservation Code and SMACNA standards. | X | | |
| 23 33 00 - AIR DUCT ACCESSORIES | | | | |
| 250 | Fire dampers shall meet UL555. All fire dampers shall be dynamic type. | X | | |
| 251 | Smoke and combination fire-smoke dampers shall meet UL555S | X | | |
| 252 | All life safety dampers shall have 120V actuators (if required). | X | | |
| 253 | All control dampers shall be modulating type and 24V. | X | | |
| 23 34 23 - HVAC POWER VENTILATORS | | | | |
| 254 | Fans shall comply with UL 705. Grease fans shall comply with UL 762. | X | | |
| 255 | Any life safety fans producing a thrust greater than 10% of the weight of the fan shall be provided with thrust restraints. | x | | |
| 256 | Fan shall have AMCA certified performance data. | X | | |
| 257 | Fans shall be directed drive unless otherwise noted. | X | | |
| 23 36 00 - AIR TERMINAL UNITS | | | | |
| 258 | Air terminal units shall be double wall construction. | X | | |
| 259 | Electric heating coils shall have disconnect switch interlocked with access door. Access door shall be fully articulating. | X | | |

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
 Page 10 of 15

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|---|------------------------------------|----|--|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 260 | Air terminal units shall be able to be installed upside down and function correctly. | X | X | Above market standard offerings. See B.13-Item 8 280-VE Alternate accepted by HCAA |
| 23 37 13 - GRILLES, REGISTERS AND DIFFUSERS | | | | |
| 261 | All devices shall be constructed out of aluminum (fully aluminum, not aluminized steel). | X | X | 261-VE Alternate accepted by HCAA |
| 262 | All devices shall have insulated back pans or plenums (exterior insulation only) and shall be provided by the device manufacturer when possible. | X | | |
| 263 | Any dampers or ductwork visible through any device from below shall be painted flat black. | X | | |
| 264 | All devices shall be from the same manufacturer. | X | | |
| 23 64 00 - WATER COOLED CHILLERS | | | | |
| 265 | Chiller efficiency shall meet Florida energy Conservation Code and ASHRAE 90.1. | X | | |
| 266 | All mechanical equipment rooms shall be conditioned. | X | | |
| 267 | Chiller submittals shall include refrigerant monitor systems for mechanical room. | X | | |
| 268 | Coordinate required short circuit rating with electrical engineer prior to ordering any equipment. | X | | |
| 23 65 00 - COOLING TOWER OPEN COUNTER FLOW | | | | |
| 269 | Counter flow and cross flow towers are acceptable. | X | | |
| 270 | Tower to be certified with CTI. | X | | |
| 271 | Cooling tower shall be of stainless-steel construction. Provide access ladder and walkable platform on top of tower. | X | | Above market standard offerings. Consider Galvanized. |
| 272 | Motor shall be accessible from the top of the tower and use a drive shaft (no belt drives allowed). Provide davit for motor removal. | X | | |
| 273 | Each tower shall be provided with a side-stream separator system connected to the basin sweeper piping. | X | | |
| 23 72 00 - AIR-TO-AIR ENERGY RECOVERY EQUIPMENT | | | | |
| 274 | Enthalpy recovery wheels shall be segmented to avoid warping | X | | |
| 275 | Heat Pipes shall be provided with solenoid valves for capacity control. | X | | |
| 276 | All air-to-air energy recovery equipment shall be provided with a bypass duct. | X | | |
| 23 73 13 - MODULAR INDOOR CENTRAL-STATION UHUS | | | | |
| 277 | Minimum 18 GA wall panels, double wall, 2 inches of insulation, and L/200 deflection is required. | X | | |
| 278 | 12" 2" MERV-14, 90% efficient cartridge filters with MERV-7 pre-filter and access doors between filters and coils | X | | Above market standard offerings. See B.13-Item 8 |
| 279 | Maximum supply fan HP shall be 10 HP. Over 10 HP total for unit, use fan array. | X | | |
| 280 | No electric heat in the AHU. Provide either in duct-mounted heater or terminal unit. | X | | |
| 23 82 19 - FAN COIL UNITS | | | | |
| 281 | Fan coil units shall have provisions for MERV-13 MERV-14 filtration to meet LEED requirements | X | | Above market standard offerings. See B.13-Item 8 |
| 282 | Fan coil units shall be provided with secondary drain pan. | X | | |
| 283 | Fan coil must be compatible with JCI controls. | X | | |
| 284 | Electric heat shall be by duct mounted heater, no heat in fan coil units. | X | | |
| 23 00 10 - BASIC ELECTRICAL REQUIREMENTS | | | | |
| 285 | General: Provide labor, materials, permits, inspections and re-inspection fees, tools, equipment, transportation, insurance, temporary protection, temporary power and lighting, supervision and incidental items essential for proper installation and operation of the Electrical systems indicated in the Contract Documents. Provide materials not specifically mentioned or indicated but which are usually provided or are essential for proper installation and operation of the Electrical systems indicated in the contract documents. | X | | |
| 26 00 80 - TEST AND PERFORMANCE VERIFICATION | | | | |
| 286 | Independent testing is generally over and above Developer Awarded Respondent construction. Testing usually performed by contractors | X | | |
| 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES | | | | |
| 287 | Building wires, cables, connectors, splices, and terminations for wiring systems rated 600V and less. | X | | |
| 288 | Conductors and Cables: Conductors: Copper conductors only; Conductor Insulation: Types THHN-THWN. | X | | |
| 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS | | | | |
| 289 | Quality Standard for Grounding Materials and Equipment: UL 467. | X | | |
| 290 | Insulated Conductors: Copper wire or cable. | X | | |
| 291 | Bare Copper Conductors: Solid conductors; stranded conductors; tinned conductors; stranded bonding conductors; copper tape; braided bonding jumpers; tinned-copper tape, braided bonding jumpers. | X | | |
| 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS | | | | |
| | RACEWAY APPLICATION | X | | |

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|---|------------------------------------|----|--------------------------|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 292 | Outdoors: Exposed: GRC; Concealed, Aboveground: GRC; Underground: Type EPC-40-PVC direct buried; Connection to Vibrating Equipment: LFMC; Boxes and Enclosures, Aboveground: Type 3R and Type 4. | X | | |
| 293 | Indoors: Exposed, Not Subject to Physical Damage: EMT; Exposed and Subject to Severe Damage: GRC; Concealed: EMP; Connection to Vibrating Equipment: FMA, except LFMC in damp or wet locations. | X | | |
| 294 | Damp or Wet Locations: GRC; Boxes and Enclosures: Type 1, except Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations. | X | | |
| 295 | Minimum Raceway Size: 3/4-inch (21-mm) trade size. | X | | |
| 296 | Raceway Fittings: Compatible with raceways and suitable for use and location. Rigid and Intermediate Steel Conduit: Threaded rigid steel conduit fittings. PVC Externally Coated, Rigid Steel Conduits: Fittings listed for use with this type of conduit. EMT: zinc die cast set screw. Flexible Conduit: Fittings listed for use with flexible conduit. | X | | |
| 26 05 43 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS | | | | |
| 297 | Conduits, ducts, and duct accessories for direct-buried duct banks. | X | | |
| 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS | | | | |
| 298 | Power Raceway Identification: Self-adhesive vinyl labels | X | | |
| 299 | Power and Control Cable Identification: Self-adhesive vinyl labels | X | | |
| 300 | Conductor Identification: Color-coding conductor tape | X | | |
| 301 | Floor Marking Tape: Pressure-sensitive vinyl tape | X | | |
| 302 | Underground-Line Warning Tape: Detectable three-layer laminate | X | | |
| 303 | Warning Labels and Signs: Self-adhesive warning label and Baked-enamel warning signs | X | | |
| 304 | Instruction Signs: Engraved, laminated acrylic or melamine plastic | X | | |
| 305 | Equipment Identification Labels: Engraved, laminated acrylic or melamine plastic | X | | |
| 26 22 00 - LOW-VOLTAGE TRANSFORMERS | | | | |
| 306 | General Transformer Requirements: Factory assembled and tested; air cooled. Cores: Grain-oriented, non-aging silicon steel. Coils: Aluminum, continuous windings without splices except for taps. | X | | |
| 26 24 13 - SWITCHBOARDS | | | | |
| 307 | Quality Standards: NEMA PB 2, NFPA 70, and UL 891. | X | | |
| 308 | Approved Manufacturers are: Square D-Schneider Electric, General Electric Corporation, Eaton-Cutler Hammer | X | | |
| 26 24 16 - PANELBOARDS | | | | |
| 309 | Quality Standards: NEMA PB 1 and NFPA 70. | X | | |
| 310 | Approved Manufacturers are: Square D-Schneider Electric, General Electric Corporation, Eaton-Cutler Hammer | X | | |
| 26 32 13 - ENGINE GENERATORS | | | | |
| QUALITY ASSURANCE | | | | |
| 311 | Quality Standard: NEMA MG 1 and NFPA 37 | X | | |
| 312 | Emergency Power Supply System: NFPA 110, Level 1. | X | | |
| 313 | Safety Standard: ASME B15.1. | X | | |
| 26 36 00 - AUTOMATIC TRANSFER SWITCHES | | | | |
| GENERAL: | | | | |
| 314 | Solid-state controls. | X | | |
| 315 | Resistant to damage by voltage transients. | X | | |
| 316 | Solenoid or electric-motor operated. | X | | |
| 317 | Designed for continuous-duty, repetitive transfer of full-rated current. | X | | |
| 318 | Neutral switched for four-pole switches. | X | | |
| 319 | Neutral terminals for single-phase, three-wire or three-phase, four-wire systems without neutral switching. | X | | |
| 320 | Oversize neutrals. | X | | |
| 321 | Heaters for switches exposed to outdoor temperatures and humidity. | X | | |
| 322 | Battery charger for generator starting batteries. | X | | |
| 323 | Annunciation, control, and programming interface components. | X | | |
| 324 | Enclosures: NEMA 250, Type 1. | X | | |
| 325 | Automatic Transfer Switches: NFPA 110, Level 1. | X | | |
| 326 | Type: Contactor type | X | | |
| 327 | Manual Switch Operation: Under load | X | | |
| 328 | Signal-before-transfer contacts. | X | | |
| 329 | Digital communication interface. | X | | |
| FEATURES: | | | | |
| 330 | Undervoltage sensing for each phase of normal source. | X | | |
| 331 | Time delay for override of normal-source sensing. | X | | |

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
 Page 12 of 15

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|---|------------------------------------|----|--|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 332 | Voltage/frequency lockout relay. | X | | |
| 333 | Time delay for retransfer to normal source. | X | | |
| 334 | Test switch. | X | | |
| 335 | Switch-position pilot lights. | X | | |
| 336 | Source-available indicating lights. | X | | |
| 337 | Unassigned auxiliary contacts. | X | | |
| 338 | Transfer override switch. | X | | |
| 339 | Engine starting contacts. | X | | |
| 340 | Engine Shutdown Contacts: Time delay adjustable. | X | | |
| 341 | Engine-generator exerciser with programmable-time switch. | X | | |
| 26 41 13 - LIGHTNING PROTECTION FOR STRUCTURES | | | | |
| SUMMARY: | | | | |
| 342 | Lightning protection for structures. | X | | |
| QUALITY ASSURANCE: | | | | |
| 343 | Installer: Certified by UL. | X | | |
| 344 | Quality Standards: UL 96 and NFPA 780. | X | | |
| COMPONENTS: | | | | |
| 345 | Roof-Mounting Air Terminals: NFPA 780, Class I copper. | X | | |
| 346 | Ground Rods: Copper-clad steel. | X | | |
| 347 | Heavy-Duty, Stack-Mounted, Lightning Protection Components: Solid copper. | X | | |
| INSTALLATION: | | | | |
| 348 | Installation Standards: UL 96A and NFPA 780. | X | | |
| 349 | Conductors to Be Concealed: System conductors; down conductors; interior conductors; conductors within normal view of exterior locations at grade; ground loop. | X | | |
| FIELD QUALITY CONTROL: | | | | |
| 350 | Inspection: UL Master Label. | X | | |
| 26 43 13 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL CIRCUITS | | | | |
| QUALITY ASSURANCE: | | | | |
| 351 | | X | | |
| 352 | Quality Standards: IEEE C62.41.2, IEEE C62.45, NFPA 70, NEMA LS 1, UL 1283, and UL 1449. | X | | |
| 22 05 00 - BASIC PLUMBING REQUIREMENTS | | | | |
| 353 | All installations shall comply with ADA, NFPA and current Florida Building Codes. | X | | |
| 354 | Any manufacturer submitted that is not on the approved manufacturer's list in the specifications will need to have a "Request for Substitution" form submitted as well. | X | | |
| 22 05 17 - SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING | | | | |
| 355 | Provide cast-iron sleeves for all penetrations. | X | | |
| 356 | Extend sleeves installed in floors of mechanical areas or other wet areas a minimum of 2" above finished floor level. | X | | |
| 22 05 23 - VALVES, COCKS & SPECIALTIES FOR PLUMBING SYSTEMS | | | | |
| 357 | Water main valves and backflow preventers shall be AWWA approved. | X | | |
| 22 05 29 - BASIC PLUMBING MATERIALS AND METHODS | | | | |
| 358 | Provide housekeeping pads for floor mounted equipment in rooms where water piping exists. | X | | |
| 359 | Comply with ASME for identification of piping systems. | X | | |
| 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT | | | | |
| 360 | Equipment labels shall have black background with white lettering. | X | | |
| 361 | Warning labels shall have yellow background with black lettering | X | | |
| 362 | Refer to ASME A13.1 for pipe labeling. | X | | |
| 363 | Valve tags shall be brass. | X | | |
| 22 07 00 - INSULATION FOR PLUMBING SYSTEMS | | | | |
| 364 | Warm surfaces over 120 degrees shall be insulated, include storage tanks, with calcium silicate insulation with finished cement. | X | | |
| 365 | Cold surfaces below 70 degrees shall be insulated with 1" flexible elastomeric insulation. | X | | |
| 366 | Horizontal rain water piping shall have ½" fiberglass insulation. | X | | 1" when receiving condensate water. |
| 22 10 00 - PLUMBING PIPING SYSTEM | | | | |
| 367 | Domestic water piping shall be Type K copper, fittings and joints to be soldered. | X | | Also, type L for condensate drainage. |
| 368 | Sanitary and waste vent piping shall be cast-iron, PVC acceptable underground. | X | | No hub cast iron. |
| 369 | Storm piping shall be cast-iron, PVC acceptable underground. | X | | Hub and spigot cast iron when exposed. |
| 22 11 13 - FACILITY WATER DISTRIBUTION PIPING | | | | |
| 370 | All materials shall conform to AWWA standards. | X | | |
| 371 | All water mains shall have blue marker tape buried 24 inches above top of pipe for full length of pipe. | X | | |
| 22 11 23 - DOMESTIC WATER PACKAGED BOOSTER PUMPS | | | | |

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
 Page 13 of 15

APPENDIX B.9

| APPENDIX B.9 | | | | |
|---|---|------------------------------------|----|---|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | | |
| April 12, 2018 | | | | |
| Name of Respondent submitting Response: | | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | | |
| | | Yes | No | Conditional Statement(s) |
| 372 | System shall be multiplex packaged pump system meeting UL 508, 508A, 778 and 1995. | X | | 100% redundancy and alternating sequency per HCAA design cri |
| 373 | All motors shall be high-efficiency and compatible with variable frequency drives. | X | | |
| 374 | Pump shall be inline type with shutoff values provided in each pump's suction and discharge lines. | X | | |
| 22 13 17 - CLEANOUTS AND CLEANOUT ACCESS COVERS | | | | |
| 375 | Cleanouts shall be provided at 90 degree elbows and at the base of all stacks. | X | | |
| 376 | Exterior cleanouts shall have an 18"x18"x6" concrete pad around cleanout. | X | | |
| 377 | Concealed cleanouts in walls shall have access panel provided. | X | | |
| 22 13 19 - FLOOR DRAINS AND SHOWER DRAINS | | | | |
| 378 | Provide trap primers for all drains. | X | | Also consider the use of trap seal devices where single floor drai |
| 379 | All showers shall be provided with polyethylene pans and all joints shall be welded with solvent bonding liquid. | X | | |
| 22 13 23 - SANITARY WASTE INTERCEPTORS | | | | |
| 380 | Oil interceptors shall be factory-fabricated with a removable sediment bucket. Also, provide cast-iron or steel shroud extended to grade with reinforced cover. | | X | Parking garages in which servicing, repairing or washing is not c |
| 22 14 26 - ROOF DRAINS | | | | |
| 381 | Install according to manufacturer's instructions. | X | | |
| 22 14 29 - SUMP PUMPS | | | | |
| 382 | Submersible sump pumps shall comply with UL 778, cast-iron casing, stainless steel pump and shaft and hermetically sealed motor. | X | | |
| 383 | Sump pumps shall alarm back to building controls using auxiliary contacts. | X | | |
| 22 34 05 - DOMESTIC WATER HEATERS, COMMERCIAL ELECTRIC | | | | |
| 384 | Water heaters shall include all valves, fittings, overflow drain pan, expansion tank and appurtenances. | X | | |
| 385 | Tank to be completely insulated. | X | | |
| 386 | Controls shall have built-in manual hi-limit reset. | X | | |
| 22 40 00 - PLUMBING FIXTURES | | | | |
| 387 | Refer the HCAA standards regarding plumbing fixtures | X | | Consider the use of water closet flush valves with 1.28 gpf in lieu |
| 388 | Fixtures shall meet ASHRAE 18, ARI 1010, ANSI A117.1, and UL 399. | X | | |
| 21 05 00 - COMMON WORK RESULTS FOR FIRE SUPPRESSION | | | | |
| 389 | Any piping in public stairwells or exposed shall be painted red. | X | | |
| 390 | Concealed piping can be labeled instead of painted. | X | | |
| 21 05 13 - COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT | | | | |
| 391 | Motors shall comply with NEMA MG-1 and IEEE 841. | X | | |
| 392 | Motors shall be premium efficiency and rated for variable frequency drives. | X | | |
| 21 05 17 - SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING | | | | |
| 393 | Provide galvanized-steel pipe sleeves and seal system for all piping in: exterior concrete walls above grade, below grade and concrete slabs on grade. | X | | |
| 394 | Concrete slabs above grade can utilize galvanized steel or PVC sleeves. | X | | |
| 395 | Interior partitions shall utilize galvanized steel sleeves. | X | | |
| 21 05 18 - ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING | | | | |
| 396 | Provide brass or cast iron escutcheons, single piece or split-case type, for pipe penetrations of walls, ceilings and finished floors. | X | | |
| 21 05 53 - IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT | | | | |
| 397 | All labels shall be red background with white lettering. | X | | |
| 398 | Label all pipes and equipment. For concealed piping, install label to be visible from access panel or service areas. | X | | |
| 21 11 00 - FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING | | | | |
| 399 | Piping shall meet compliance with HCAA underwriter. | X | | |
| 400 | Typical piping shall be ductile iron, grooved-end with mechanical joints. | X | | |
| 401 | All valves shall be gate valve type. | X | | |
| 21 12 00 - FIRE-SUPPRESSION STANDPIPES | | | | |
| 402 | All valves shall be UL Listed or FM approved and shall have minimum pressure ratings of 175/300 PSIG for standard/high-pressure systems. | X | | |
| 403 | Valve cabinets shall be stainless steel and have fire rating where installed in rated walls. | X | | |
| 21 13 13 - WET-PIPE SPRINKLER SYSTEMS | | | | |
| 404 | Sprinkler Piping (Above Ground): Pipes 2 inch and smaller will be schedule 40 black steel, ASTM A-53 and UL Listed, Fittings will be malleable iron, 150 psi banded, threaded, black, ANSI B-16.3; Pipes 2 ½ inches and larger roll and grooved schedule 10 black steel pipe, ASTM A-135 and UL Listed. Fittings will be mechanical grooved coupling system, UL Listed. | X | | |

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
 Page 14 of 15

APPENDIX B.9

| APPENDIX B.9 | | | |
|---|--|------------------------------------|--|
| COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2 | | | |
| April 12, 2018 | | | |
| Name of Respondent submitting Response: | | | |
| No. | Project Manual Document Items | Respondent's Commitment to Provide | |
| | | Yes | No |
| 405 | All valves shall be UL Listed or FM approved and shall have minimum pressure rating of 175 PSIG. | X | |
| 21 31 13 - ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS | | | |
| 406 | Pump shall be UL 448 listed for fire service, split-case type. | X | New Fire Pump shall serve both the Bldg. and Garage. |
| 407 | Motor shall be UL 1004A listed, meet NEMA MG-1 and compatible with variable frequency drive. | X | |
| 21 34 00 - PRESSURE-MAINTENANCE PUMPS | | | |
| 408 | Provide a multistage, vertical pump designed for surface installation with pump and motor direct coupled and mounted vertically. | X | |
| 409 | Refer to drawings for pressure-switch settings. | X | |
| 21 39 00 - CONTROLLERS FOR FIRE-PUMP DRIVERS | | | |
| 410 | Controller shall be listed by an NRTL and comply with NFPA 20 and UL 218. | X | |
| 411 | Wye delta and soft start VFD started options allowed. | X | |

Respondent shall fully complete and submit Appendix B.10, entitled Sustainability Plan, Step 2, Proposals, describing its proposed Sustainability Plan for the Project. The Sustainability Plan should reflect sustainable development, demonstration of lower energy consumption, lower water use, waste disposal and greenhouse gas emissions.

Please see the following pages for our proposed Sustainability Plan for the project.

APPENDIX B.10

**APPENDIX B.10
SUSTAINABILITY PLAN, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

COMPLETE THE FOLLOWING SUSTAINABILITY PLAN

Respondent shall describe its proposed Sustainability Plan for the Project. The Sustainability Plan should reflect sustainable development, demonstration of lower energy consumption, lower water use, waste disposal and greenhouse gas emissions. Respondent shall also address Respondent's recommendation relating to LEED or WELL certification for the Project.

VanTrust's detailed Sustainability Plan is included on the following pages.

SUSTAINABILITY IN DESIGN

Global Strength & Expertise in Sustainability

HOK is a global design, architecture, engineering and planning firm that provides planning and design solutions for high-performance, sustainable buildings and communities. Through its collaborative network of 24 offices and 1,800 people worldwide, the firm has the ability to tap into the vast array of knowledge that its employees bring to its large but well connected corporate network. HOK has been leading the architectural profession in sustainable design for decades; our work on the EPA Research Headquarters in North Carolina helped to build the IEQ section in the LEED rating system. Our clients benefit not only from a firm with strong local connection and knowledge, but the ability to reach out to a global pool of talent ready to share in their similar experiences and technical or design expertise.

HOK is experienced in coordinating large scale high performing buildings with challenging site conditions. The HOK team will work closely with local partners and consultants to grow and maintain the owner's sustainability goals throughout the project, building on local and national best practices to achieve LEED certification and position for WELL or Fitwel certification.

Our robust Sustainable Design & LEED Certification Management team has extensive certification experience on more than 300 current and certified projects. HOK has a dedicated USGBC Account Manager available to facilitate LEED questions on HOK projects, and maintains a number of WELL Faculty members on staff. Our Sustainable Design Team is in close contact with relevant LEED and WELL staff and often contributes to rating system changes and updates. This ongoing work with USGBC and IWBI helps to ensure that our projects remain on track to achieve certification goals.

Local Strength & Expertise in Sustainability

HOK's global practice compels us to be responsible stewards for the environment, while its local practice compels strong and active sustainable ties with its local communities and governing bodies. As we shape buildings and landscapes, we preserve natural resources and celebrate sustainable values. We measure our work by its contributions to user wellness and facility resiliency.

The underlying concept for developing this project, which will inform each step in the design process, is to make a strong connection between the airport, its sustainable mission, and the architecture of the building. This building is highly visible to arriving and departing visitors, and it will be a showcase of the sustainable mission and commitment of the Tampa Airport Authority. Our goal is to deliver exceptional design ideas and solutions through the creative blending of human need and environmental stewardship, while embracing the natural beauty and quality life of the local community.

HOK's Six Steps to Sustainability

The Gateway Development Area Office Building will be a 270,000 SF core and shell office building located on Tampa International Airport property in the heart of the Tampa Bay region. This building will house future mission critical spaces, highlighting the need to position for a resilient building that promotes occupant wellness. In the case of a major natural disaster, such as a higher category hurricane, this facility must continue to operate and support its staff. This highlights the need to consciously and carefully incorporate sustainable attributes into the design of the project.



1: DISCOVERY AND DEFINITION

HOK approaches every project using its six steps of sustainability. LEED in and of itself is a tool that guides the sustainable process, but long before credits can be assessed for points the design itself must strive to address

economy, resource efficiency, and occupant wellness.

The design team works with the client team to define project specific key sustainable performance indicators, confirm energy and green codes, and review any available incentive programs. During this time target energy use intensities, water use intensities, waste reduction goals, and material standards are identified. The project manual has already outlined many of these goals, and this brief period at the beginning of the project will serve to confirm or update those identified goals. The goals identified are all inclusive from minimum LEED Silver certification, 28% minimum energy cost reduction, 30% minimum potable water reduction of domestic fixtures, and a commitment to incorporate industry best practice around occupant wellness by positioning for such certifications as WELL and Fitwel. These will all be reviewed in the context of the project, and specific opportunities and challenges identified.

Like many of HOK's projects, the design solution will be the result of a collaborative process that encourages multidisciplinary professional teams to research alternatives, share knowledge and imagine new ways to solve the challenges of our built environment. During the discovery and definition phase, it will be vital that all disciplines and stakeholders work together. Early collaborative meetings are vital to talk through feasibility, schedule, and budget in relation to project sustainability and wellness goals. Through such tools as the design or sustainable charette, all stakeholders are able to find a voice

and participate in identifying solutions rooted in a project specific understanding of solution feasibility, project schedule, and available versus long term budget costs and benefits.



2: CLIMATE AND PLACE

We do not use "one size fits all" designs. Each project requires a unique approach to identify regionally and climatically appropriate

synergies between sustainability, aesthetic, cost and operations. Climate, site, and cultural conditions are analyzed to establish design challenges and opportunities. This encourages the building design to be climate and community responsive.

As the project team review the opportunities of place and program, it will look to create an innovative and collaborative environment that fosters interdisciplinary interaction. The building design can positively affect energy and occupant motivation and innovation by providing interior environment conditions that promote positive affective functioning, psychological engagement and sustainable behavior. An enhanced interior environment not only helps occupants interact, but the space itself responsibly and actively interacts with its occupants. The project team will not only use industry sustainable best practices but



3: LOAD REDUCTION

look to borrow interior design strategies from occupant centric ratings systems such as WELL and Fitwel that promote human wellness. This will be particularly important for acoustical wellness and human comfort, given the proximity to the runway. Design strategies that lower overall building demand are implemented to aid in resource management. Passive architectural strategies are identified to lower MEP loads, and site opportunities for harvesting local resources are identified to limit the amount of regional resource demand for the building.

In this phase the architectural design is examine carefully to identify efficiency opportunities in massing, envelope, glazing, layout, etc. When the building’s expression resonates with the sustainability mission, the public image of Airport Authority will also begin to transform. It is a common misconception that engineers create building loads. In reality, the architect creates building loads through design and program placement. The engineer calculates the loads created by the design, and determines the most efficient and life cycle cost effective way to address those loads. Through load design management, the project identifies ways to lower the general demand of the building.

As the project team studies the massing for optimal efficiency, this is also a time when the team looks for ways that the building itself can embrace and showcase sustainable strategies. The lower the design team can drive the building loads, the fewer resources are needed to operate the building. When considering mission critical resiliency, this is a vital concept. If the project team can create a high efficiency mission critical space, long term build out can then consider solar power and battery banks for operation when



4: INTEGRATED SOLUTIONS

grid access is limited. This would also allow those spaces to continue operation if fuel resources are scarce or accessibility is challenging, as often occurs after a major hurricane.

Architectural and MEP strategies are identified that work together so that the building functions and responds as a living organism. Working together, the solutions research and analyze the cumulative effects of the overall building design and use strategies for innovative and efficient building solutions. Continuous iterative modeling is needed to verify performance and identify opportunities.

Integrated solutions also present the opportunity to involve maintenance, commissioning, and engineering in the decision making process. This model creates a clear basis of design that flows into building commissioning and eventual operation practices and needs. This helps to reduce the risk that systems will not operate properly or exceed the resources of the maintenance team.

These solutions are not aimed at high level energy discussions alone. Often, these meetings become very detailed in the strategies for water and waste as well. High efficiency water fixtures that flush with gray water or condensate may also be considered, including stormwater or graywater retention for cooling



5: RENEWABLE SYSTEMS

water makeup. Waste strategies such as recycling in public areas and composting in an onsite landscape area will be considered.

After the loads have been reduced, then the project team reviews incorporation of renewable energy systems. Space

for renewable energy is often limited and must compete with other maintenance and mechanical demands. By lowering the demand of the building, it allows the generation of renewable energy to have a greater impact using a smaller footprint. The project team is positioning the building and associated parking garage to be “renewable ready.” Meaning that the infrastructure will be in place to the addition of solar panels upon tenant build out.

This building is a highly visible location, highlighting the opportunity for a showcase sustainability project. A plausible Net Zero solution will be studied for committee review. At a minimum, the project team will identify the mission critical spaces and determine the feasibility of sizing the renewable systems to meet the needs of these spaces at a minimum. This has proven to be an effective and resilient strategy on similar projects.



6: OCCUPANCY

All design strives to anticipate human behavior. It is the occupants of the building that will eventually determine the overall efficiency of the project. Behavior indicators are integrated into the design to encourage healthy and

sustainable behavior. Staircases are placed in prominent locations with point of decision prompts encouraging active users. Infrastructure is included so that future tenant fixtures can incorporate occupancy sensors are placed on lighting and electrical loads so that they automatically shut off after people have left the space. Building automation systems are selected that allow for ease of operation by facility staff, but incorporate demand controlled environments that only turn on when they are needed. Optimal environments are created and supplemented with educational material and signage to encourage equally optimal occupancy behavior.

Occupant behavior factors significantly into building performance. By allowing occupants and visitors alike to view building performance in real time, it encourages conservation behavior and learning. Building performance display will communicate real time energy, water, and waste usage, as well as the year to date net energy and water usage when solar power generation and water reclamation have been factored in, quantifying total building resource use. This can create a point of decision prompt that helps to establish environment where sustainable choices become a default, and foster a community commitment to sustainability as a visible part of the architecture.

PRELIMINARY LEED CHECKLIST

| LEED v4 for BD+C: Core and Shell Project Checklist | | Project Name: | Tampa Airport Office Building |
|---|--|---------------|--|
| | | Date: | 11-Jul-18 |
| Y | ? | N | |
| 1 | | | |
| Credit | Integrative Process | | 1 |
| 3 | 6 | 11 | Location and Transportation 20 |
| Credit | LEED for Neighborhood Development Location | | 20 |
| Credit | Sensitive Land Protection | | 2 |
| 1 | 2 | | Credit High Priority Site 3 |
| 2 | 4 | | Credit Surrounding Density and Diverse Uses 6 |
| 1 | 5 | | Credit Access to Quality Transit 6 |
| 1 | | | Credit Bicycle Facilities 1 |
| 1 | | | Credit Reduced Parking Footprint 1 |
| 1 | | | Credit Green Vehicles 1 |
| 5 | 6 | 0 | Sustainable Sites 11 |
| Y | | | Prereq Construction Activity Pollution Prevention Required |
| 1 | | | Credit Site Assessment 1 |
| 2 | | | Credit Site Development - Protect or Restore Habitat 2 |
| 1 | | | Credit Open Space 1 |
| 3 | | | Credit Rainwater Management 3 |
| 2 | | | Credit Heat Island Reduction 2 |
| 1 | | | Credit Light Pollution Reduction 1 |
| 1 | | | Credit Tenant Design and Construction Guidelines 1 |
| 6 | 3 | 2 | Water Efficiency 11 |
| Y | | | Prereq Outdoor Water Use Reduction Required |
| Y | | | Prereq Indoor Water Use Reduction Required |
| Y | | | Prereq Building-Level Water Metering Required |
| 2 | | | Credit Outdoor Water Use Reduction 2 |
| 2 | 2 | 2 | Credit Indoor Water Use Reduction 6 |
| 1 | 1 | | Credit Cooling Tower Water Use 2 |
| 1 | | | Credit Water Metering 1 |
| 18 | 11 | 3 | Energy and Atmosphere 33 |
| Y | | | Prereq Fundamental Commissioning and Verification Required |
| Y | | | Prereq Minimum Energy Performance Required |
| Y | | | Prereq Building-Level Energy Metering Required |
| Y | | | Prereq Fundamental Refrigerant Management Required |
| 4 | 2 | | Credit Enhanced Commissioning 6 |
| 12 | 5 | | Credit Optimize Energy Performance 18 |
| 1 | | | Credit Advanced Energy Metering 1 |
| 2 | | | Credit Demand Response 2 |
| 2 | 1 | | Credit Renewable Energy Production 3 |
| 1 | | | Credit Enhanced Refrigerant Management 1 |
| 2 | | | Credit Green Power and Carbon Offsets 2 |
| 4 | 4 | 6 | Materials and Resources 14 |
| Y | | | Prereq Storage and Collection of Recyclables Required |
| Y | | | Prereq Construction and Demolition Waste Management Planning Required |
| 3 | 3 | | Credit Building Life-Cycle Impact Reduction 6 |
| 1 | 1 | | Credit Building Product Disclosure and Optimization - Environmental Product Declarations 2 |
| 1 | 1 | | Credit Building Product Disclosure and Optimization - Sourcing of Raw Materials 2 |
| 1 | 1 | | Credit Building Product Disclosure and Optimization - Material Ingredients 2 |
| 2 | | | Credit Construction and Demolition Waste Management 2 |
| 5 | 1 | 4 | Indoor Environmental Quality 10 |
| Y | | | Prereq Minimum Indoor Air Quality Performance Required |
| Y | | | Prereq Environmental Tobacco Smoke Control Required |
| 2 | | | Credit Enhanced Indoor Air Quality Strategies 2 |
| 2 | 1 | | Credit Low-Emitting Materials 3 |
| 1 | | | Credit Construction Indoor Air Quality Management Plan 1 |
| 3 | | | Credit Daylight 3 |
| 1 | | | Credit Quality Views 1 |
| 6 | 0 | 0 | Innovation 6 |
| 5 | | | Credit Innovation 5 |
| 1 | | | Credit LEED Accredited Professional 1 |
| 2 | 2 | 0 | Regional Priority 4 |
| 1 | | | Credit Regional Priority: Open Space 1 |
| 1 | | | Credit Regional Priority: Heat Island 1 |
| 1 | | | Credit Regional Priority: Outdoor Water Use 1 |
| 1 | | | Credit Regional Priority: Protect/Restore Habitat 1 |
| Alternates: Density/Diverse Uses (2 points); Reduced Parking Footprint | | | |
| 50 | 33 | 26 | TOTALS Possible Points: 110 |
| Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110 | | | |

| LEED v4 for BD+C: Core and Shell Project Checklist | | Project Name: | Tampa Airport Office Building |
|---|--|---------------|--|
| | | Date: | Aug-18 |
| Y | ? | N | |
| 1 | | | |
| Credit | Integrative Process | | 1 |
| 3 | 5 | 12 | Location and Transportation 20 |
| Credit | LEED for Neighborhood Development Location | | 20 |
| 2 | | | Credit Sensitive Land Protection 2 |
| 1 | 2 | | Credit High Priority Site 3 |
| 2 | 4 | | Credit Surrounding Density and Diverse Uses 6 |
| 1 | 5 | | Credit Access to Quality Transit 6 |
| 1 | | | Credit Bicycle Facilities 1 |
| 1 | | | Credit Reduced Parking Footprint 1 |
| 1 | | | Credit Green Vehicles 1 |
| 8 | 3 | 0 | Sustainable Sites 11 |
| Y | | | Prereq Construction Activity Pollution Prevention Required |
| 1 | | | Credit Site Assessment 1 |
| 2 | | | Credit Site Development - Protect or Restore Habitat 2 |
| 1 | | | Credit Open Space 1 |
| 3 | | | Credit Rainwater Management 3 |
| 2 | | | Credit Heat Island Reduction 2 |
| 1 | | | Credit Light Pollution Reduction 1 |
| 1 | | | Credit Tenant Design and Construction Guidelines 1 |
| 7 | 2 | 2 | Water Efficiency 11 |
| Y | | | Prereq Outdoor Water Use Reduction Required |
| Y | | | Prereq Indoor Water Use Reduction Required |
| Y | | | Prereq Building-Level Water Metering Required |
| 2 | | | Credit Outdoor Water Use Reduction 2 |
| 2 | 2 | 2 | Credit Indoor Water Use Reduction 6 |
| 2 | | | Credit Cooling Tower Water Use 2 |
| 1 | | | Credit Water Metering 1 |
| 14 | 10 | 9 | Energy and Atmosphere 33 |
| Y | | | Prereq Fundamental Commissioning and Verification Required |
| Y | | | Prereq Minimum Energy Performance Required |
| Y | | | Prereq Building-Level Energy Metering Required |
| Y | | | Prereq Fundamental Refrigerant Management Required |
| 4 | 2 | | Credit Enhanced Commissioning 6 |
| 8 | 5 | 5 | Credit Optimize Energy Performance 18 |
| 1 | | | Credit Advanced Energy Metering 1 |
| 2 | | | Credit Demand Response 2 |
| 3 | | | Credit Renewable Energy Production 3 |
| 1 | | | Credit Enhanced Refrigerant Management 1 |
| 2 | | | Credit Green Power and Carbon Offsets 2 |
| 4 | 3 | 7 | Materials and Resources 14 |
| Y | | | Prereq Storage and Collection of Recyclables Required |
| Y | | | Prereq Construction and Demolition Waste Management Planning Required |
| 6 | | | Credit Building Life-Cycle Impact Reduction 6 |
| 1 | 1 | | Credit Building Product Disclosure and Optimization - Environmental Product Declarations 2 |
| 1 | 1 | | Credit Building Product Disclosure and Optimization - Sourcing of Raw Materials 2 |
| 1 | 1 | | Credit Building Product Disclosure and Optimization - Material Ingredients 2 |
| 2 | | | Credit Construction and Demolition Waste Management 2 |
| 5 | 5 | 0 | Indoor Environmental Quality 10 |
| Y | | | Prereq Minimum Indoor Air Quality Performance Required |
| Y | | | Prereq Environmental Tobacco Smoke Control Required |
| 2 | | | Credit Enhanced Indoor Air Quality Strategies 2 |
| 2 | 1 | | Credit Low-Emitting Materials 3 |
| 1 | | | Credit Construction Indoor Air Quality Management Plan 1 |
| 3 | | | Credit Daylight 3 |
| 1 | | | Credit Quality Views 1 |
| 6 | 0 | 0 | Innovation 6 |
| 5 | | | Credit Innovation 5 |
| 1 | | | Credit LEED Accredited Professional 1 |
| 4 | 0 | 0 | Regional Priority 4 |
| 1 | | | Credit Regional Priority: Outdoor Water Use 1 |
| 1 | | | Credit Regional Priority: Heat Island Reduction 1 |
| 1 | | | Credit Regional Priority: Site Development: Habitat 1 |
| 1 | | | Credit Regional Priority: Open Space 1 |
| Alternates: Density/Diverse Uses (2 points); Reduced Parking Footprint | | | |
| 52 | 28 | 30 | TOTALS Possible Points: 110 |
| Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110 | | | |

**** Updated in August 2018 per discussions**

SUSTAINABILITY IN CONSTRUCTION

Sustainability Philosophy

At JE Dunn, reducing our footprint is part of what we do on a daily basis as a standard of practice. We incorporate sustainable practices into every project on which we work -- construction waste recycling, reclaimed materials, and environmentally-friendly building materials to name a few. Our commitment doesn't end of the job site, however. All 20 of our offices across the country are involved in a variety of sustainable initiatives, and all of our offices actively recycle their waste.

During the preconstruction phase of the project, JE Dunn will provide a review of the documents and building elements and provide input into sustainable practices and construction methods. We actively participate in preconstruction meetings focused on project-specific LEED and waste management requirements.

We believe that LEED certification should be a collaborative process. As a team, we analyze LEED points, providing pricing for options and looking at the return on potential investment. Our role is to provide the Authority with all of the information needed to make an informed decision.

Preconstruction

During the preconstruction phase of the project, JE Dunn provides a review of the documents and building elements and provides input into sustainable practices and construction methods. We actively participate in preconstruction meetings focused on project-specific LEED and waste management requirements. These meetings allow us to review the project LEED requirements, focusing on the points that are most feasible to obtain and the roles and responsibilities the trade partners and suppliers must play to help achieve those points.

We also provide material and equipment lists of sustainable material and equipment suppliers. Further, we review specific LEED documentation requirements associated with shop drawings, submittals and construction means and methods with the trade partners and material suppliers to ensure that our efforts and associated points will be documented in accordance with USGBC requirements.

Additional key areas of focus during preconstruction include the following:

SOURCE LOCAL MATERIALS | We maximize the use of local and regional materials. We've worked with virtually all of the major suppliers of sustainable materials and will provide information to HOK on materials and sources. Before making recommendations, we'll carefully weigh all attributes of potential materials including quality and durability, as well as long-term availability for building maintenance.

SYSTEMS REVIEWS | JE Dunn's in-house MEP group will provide LEED accredited individuals who will look at the project MEP systems, focusing on the energy efficiency of the proposed equipment and provide feedback to the design team and owner. Our goal is to bring to the project our experience with operations and maintenance issues associated with different types of equipment.

SITE DISTURBANCE AND EROSION CONTROL PLANNING | While working on the Gateway Office Building, we will develop plans to limit the loss of soil during construction by installing storm water runoff and erosion control measures. This is extremely important due to the site's close proximity to waterways.

We will limit site disturbance beyond the building perimeter and roadways and utilities. Where extra staging and storage areas are needed they will be constructed with permeable surfaces that will minimize runoff. We'll control dust by spraying disturbed surfaces with water from a local (non-municipal) source.

Construction

REDUCE RESOURCE USAGE | Construction is a resource-intensive process. We will work with HOK to be as efficient as possible in the consumption of electricity, natural gas, water and gasoline in building the project.

PLAN FOR RE-USE OF CONSTRUCTION MATERIALS | For example, we generally panelize interior metal stud/gypsum temporary partitions into four-foot increments for reuse. We also fabricate them in one location, eliminating the spread of dust. Plywood that is used for roof protection can be reused for forms, overhead protection, fencing, etc.

SEPARATE AND RECYCLE CONSTRUCTION WASTE | We actively identify waste generated from your project and re-use it in your project, if possible. Other waste will be segregated and recycled on-site.

MAINTAIN LEED DOCUMENTATION | One of the critical requirements of a sustainable project is the documentation of the green components of the building. We've developed proprietary forms and checklists that are used by our project team to provide documentation about the green components of the building. Documentation includes LEED submittals, test reports, material cost data sheets, waste management plan and dumpster weight log, regionally manufactured material logs, rapidly renewable resource content, recycled material content, certified wood logs, Indoor Air Quality (IAQ) plan, photographs, and progress reports.

Post-Construction

FINAL LEED CERTIFICATION SUBMITTAL | We take the headache out of ensuring your project achieves LEED certification by submitting all final paperwork for you.

COMMISSIONING | Our in-house mechanical and electrical specialists will support this process from preconstruction planning through final close-out.

MANUALS & AS-BUILTS | JE Dunn will develop a listing of environmentally safe cleaning materials and maintenance protocols, which can be used for the materials inside the facility (e.g. carpet, VCT, corian, stainless steel, etc.).

C. Respondent shall fully complete and submit Appendix B.12, entitled Woman and Minority Owned Business Enterprise Participation Plan, Step 2, Proposals describing its proposed plan to obtain sufficient participation by W/MBE firms as contractors, subcontractors, or suppliers in its construction contracts, architectural and engineering contracts, professional services contracts, and purchases of goods and supplies to meet the Goal of 10.0% of the total cost of design and construction of the Project.

The W/MBE Participation Plan shall include a description of:

1. The principal work and services Respondent anticipates subcontracting and the specific categories work and services Respondent anticipates participation by WMBE firms;
2. The methodology and resources Respondent proposes to utilize to locate and solicit WMBE firms to perform the subcontract work;
3. The efforts and initiatives to be undertaken by Respondent to assure that WMBE firms will have an equitable opportunity to compete for subcontract work;
4. The outreach efforts and initiatives Respondent proposes to perform;
5. Respondent's schedule for implementing the plan;
6. The name, experience, qualifications and responsibilities of the Team Member(s) Respondent will assign to manage compliance with Respondent's WMBE Participation Plan and Authority's WMBE Policy and Program; and
7. Any other relevant information which would assist in evaluation of Respondent's plan to achieve the Goal and comply with the Authority's W/MBE Policy and Program.

The W/MBE Participation Plan also shall include Respondent's plans for monitoring the performance and actual utilization of W/MBEs throughout the term of the design and construction for tracking and reporting monthly payments to W/MBEs.

To count toward the Goal, W/MBEs must be certified by Hillsborough County, the City of Tampa, Florida Department of Management Services Office of Supplier Diversity (OSD) or as a DBE certified under the Florida Unified Certification Program (FLUCP). Respondents are encouraged to refer to the Authority's W/MBE Policy and Program which is posted on the Authority's website: <http://www.tampaairport.com/dbe-policies>.

Links to the various websites that have directories of certified W/MBE firms are also available on the Authority's website.

Respondent must assure that it will contract or subcontract with certified W/MBEs in an amount equal to at least 10.0% of the total cost of design and construction of the Project (Goal) or demonstrate its good faith effort to do so in accordance with the Authority's W/MBE Policy and Program by fully completing and submitting Appendix B.17, entitled Woman and Minority Owned Business Enterprise Participation Assurance, Step 2, Proposals, as part of its response and include in Tab 12.7. The Goal stated herein will be incorporated into and enforceable under the terms of the Ground Lease Agreement.

We have completed Appendix B.12 and a detailed Woman and Minority Owned Business Enterprise Participation Plan is included on the pages following the completed appendix document.

Appendix B.17 has also been completed, as requested.

VanTrust is committed to ensuring maximum participation by Woman and Minority, Woman-Owned (W/

APPENDIX B.12

**APPENDIX B.12
WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE PARTICIPATION PLAN,
STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PROVIDE THE FOLLOWING:

Respondent shall fully complete and submit Appendix B.12, entitled Woman and Minority Owned Business Enterprise Participation Plan, Step 2, Proposals describing its proposed plan to obtain sufficient participation by W/MBE firms as contractors, subcontractors, or suppliers in its construction contracts, architectural and engineering contracts, professional services contracts, and purchases of goods and supplies to meet the Goal of 10.0% of the total cost of design and construction of the Project.

The W/MBE Participation Plan shall include a description of:

1. The principal work and services Respondent anticipates subcontracting and the specific categories work and services Respondent anticipates participation by WMBE firms;
2. The methodology and resources Respondent proposes to utilize to locate and solicit WMBE firms to perform the subcontract work;
3. The efforts and initiatives to be undertaken by Respondent to assure that WMBE firms will have an equitable opportunity to compete for subcontract work;
4. The outreach efforts and initiatives Respondent proposes to perform;
5. Respondent’s schedule for implementing the plan;
6. The name, experience, qualifications and responsibilities of the Team Member(s) Respondent will assign to manage compliance with Respondent’s WMBE Participation Plan and Authority’s WMBE Policy and Program; and
7. Any other relevant information which would assist in evaluation of Respondent’s plan to achieve the Goal and comply with the Authority’s W/MBE Policy and Program.

The W/MBE Participation Plan also shall include Respondent’s plans for monitoring the performance and actual utilization of W/MBEs throughout the term of the design and construction for tracking and reporting monthly payments to W/MBEs.

To count toward the Goal, W/MBEs must be certified by Hillsborough County, the City of Tampa, Florida Department of Management Services Office of Supplier Diversity (OSD) or as a DBE certified under the Florida Unified Certification Program (FLUCP). Respondents are encouraged to refer to the Authority’s W/MBE Policy and Program which is posted on the Authority’s website: <http://www.tampaairport.com/dbe-policies>.

Links to the various websites that have directories of certified W/MBE firms are also available on the Authority’s website.

VanTrust’s detailed WMBE Participation Plan is included on the following pages.



MBE) firms and providing prompt payment to these firms throughout the entirety of the TIA Gateway Office Building project.

Strategic Approaches and Methodologies for Maximum Participation

In order for your project to reach its full potential, a diverse team of designers and consultants is essential. During preconstruction, our team will further define the work breakdown structure to ensure that the maximum number of W/MBE firms have the opportunity to participate on the project.

Our team will include W/MBE firms. We have compiled a list of potential vendors for each of the current known bid packages and based on past market experience,

we anticipate the ability to meet or exceed the 10 percent participation goal set for the project.

We prove our commitment to ensuring maximum participation by W/MBE firms in the very initial phases of this pursuit. On November 1, 2017, JE Dunn conducted a project-specific outreach event in preparation for the RFQ. To ensure we reach all interested parties, we will coordinate another outreach event with Stephanie Pierce, after project award.

All W/MBE firms certified through the City of Tampa WMBE certification program and all W/MBE firms registered with the Hillsborough Aviation Authority, the State of Florida Office of Supplier Diversity and all current firms listed with the Florida Unified Certification Program will be invited to discuss their services and skills with members of our team. In addition, we will contact other W/MBE firms that may have not been initially certified through the City of Tampa, to ensure the ultimate make up of our team has the qualifications, experience, and diversity to bring the TIA Office Gateway project to its full potential.

HOK, a local architectural firm in the Tampa community for over 34 years, is very active with many different diversity agencies and organizations. As architects and team leaders for a variety of projects in Central Florida, We work regularly with Woman and Minority Owned Businesses in the design of these facilities. Our knowledge and access to local W/MBE entities allows our team to meet and assess the strengths of these firms so that the best possible team will be assembled for the TIA Office Gateway project.

JE Dunn also understands the leadership role we play in the greater Tampa Bay area regarding the participation of minority and women-owned businesses, as well as small and local businesses. We are active members of the Associated Minority Contractors of America (AMCA) and Women's Business Enterprise National Council (WBENC), and support a variety of small business and inclusion efforts throughout the area.

These organizations have participated with us through mentor protégé relationships, partnerships, joint

ventures, trade partner and other contractual opportunities. Our team is committed to continuing to work with and strengthening these organizations and encourage their participation and involvement on the Gateway Office Building project.

While we strive to be diverse and inclusive on all our projects, our diversity plan clearly includes reaching out to the minority trade partner community regarding specific project opportunities like the Gateway Office Building. That implementation plan is reflected on the following pages.

But it's more than that – our plan is also about building relationships, education and training for success. Our training program includes:

leadership development

staff development

business development

recruiting

hiring

accounting practices

technology

Long-term, we believe that mentoring and educating minority businesses about business is just as important as ensuring they have the opportunities to engage in the work on project(s). Our plan will allow these businesses to grow and become more viable and enduring community partners.

Additionally, our team will seek to include diverse firms in every major discipline of this project where feasible to ensure the best cross section collaboration of the team's members. Our diverse team coupled with our experienced consultants will give the best outcome for all parties.

Diversity Program Implementation

Our diversity and inclusion program implementation has six initiatives and associated actions with our primary focus being Minority owned Businesses (MBE), Disabled Veteran Business Enterprises (DVBE), and Women Business Enterprises (WBE) trade partner and supplier participation. Additional steps may be taken for other local citizens, to offer professional development opportunities for local youth and to encourage overall local support for the project.

Ensuring Prompt Payment

HOK is committed to disbursing payments to consultants within 14 days of posting receipt of payment from the client. To ensure prompt payments, all design team firm partners are asked to adhere to the monthly invoice schedule developed in alignment with the project schedule for all design and construction phases. Adhering to the schedule allows for all approved invoices to be included in the monthly draw to the client resulting in payments disbursed in a timely fashion.

GATEWAY OFFICE BUILDING
OUTREACH EVENT
NOVEMBER 1, 2017

DIVERSITY PROGRAM

Implementation Plan

1

INFORM

Inform the community about the project and opportunities to participate

2

INVOLVE

Involve your local experts to help get the word out

3

INVITE

Invite local individuals to fill support positions contractors typically fill internally

4

INTRODUCE

Introduce local small businesses to each other and to larger trades

5

INCLUDE

Include as many businesses as possible

6

INVEST

Invest in your future business growth

We provide a template for invoicing to each team member, and assigns a person from our Accounting department to this team. That person is available to assist any consultant in the preparation of invoices. Likewise, HOK's Senior Project Manager, Jeremy Tinkler receives a report from accounting regarding the W/MBE group in particular so that he can follow up with any consultant who has questions about payment.

JE Dunn's review and approval of trade partner payments starts with a schedule breakdown in the trade partner pay request. Trade partners must have their schedules approved by our team prior to submitting the first pay request. Project funds are conserved by JE Dunn, and we do not pay for work that has not been completed. When a pay request is submitted by a trade partner, we review the request for field progress and confirm no change requests are being submitted without prior approval from the team.

Utilization and Monitoring

It is our priority to revisit the participation and payments at periodic project meetings and to ensure transparent communication regarding our Diversity Plan throughout all phases on the project. At Notice to Proceed, the participation by the W/MBE team members will be illustrated on a schedule and shared with the full team and Client.

Utilization of the diverse team members and payments will be monitored on a monthly basis and reported to the Client on the prescribed forms. Payments to all diverse team partners will be reported in the unconditional waivers provided with the monthly invoices, as well as any other reporting required by compliance standards. Our team stands ready to meet with any team member, or the Client, at any time to discuss and assist in the incorporation of our full team in the project.

DETAILED IMPLEMENTATION PLAN

1. INFORM the community about the project and opportunities to participate

- Advertise in local publications/web sites, including:
 - The Ledger – www.theledger.com
 - Florida Small Business Development Center – www.floridassbdc.org
 - Tampa Bay Times – www.tampabay.com
 - NAMC – www.namccfl.com
 - Florida State Minority Supplier Development Council – www.sfmsdc.org
 - Tampa Hispanic Chamber of Commerce – www.tampahispanicchamber.com
 - Women’s Business Enterprise National Council – www.wbenc.org
 - Florida Administrative Register
- Advertise local hiring opportunities with our local partners

2. INVOLVE your local experts to help get the word out

- Work with local Chambers of Commerce and partner organizations to host outreach events and other informational summits, including:
 - Stephanie Pierce with HCAA
 - Florida State Minority Supplier Development Council (FSMSDC)
- Promote the project through civic organizations and trade associations

3. INVITE local individuals to fill support positions contractors typically fill internally

- Hire locals for field office staff and field labor

JE Dunn believes in working with the local communities in which we build. Rather than sourcing field labor from other companies, we will fill as many of these positions as possible with qualified individuals who live and pay taxes in the Tampa Metropolitan area.
- Host a job fair for office and field positions

Individual laborers who are skilled but may not own their own businesses find opportunities through this program as well. We sponsor job fairs to give local job-seekers the opportunity to interview on the spot for field positions. We encourage our trade partners to hire labor through job fairs as well.

4. INTRODUCE local small businesses to each other and to larger trades

- Build bridges to local businesses through Informational Outreach Sessions

We will host ongoing outreach throughout the life of the project to get to know local small, minority trade partner capabilities. These events aid local procurement tremendously. These firms learn about our prequalification process, how to register on our web site, how to be contacted with future opportunities, and what the requirements are for trade partner qualification for TIA.
- Partner smaller local minority firms with first tier trade partners

We hold formal partnering sessions that help bring capable firms who may not have the capacity to qualify as tier one trade partners together with larger trade partners to share scopes of work. Partnering small local minority trades with larger trades is a win for everyone: you get the best fit for your scope, more local firms get to participate in the project, and local trades form partnerships that lead to long-term working relationships and business growth.
- Contractually obligate trade partners to work with local firms

Our efforts don’t stop with us. We encourage majority trade partners to support local minority businesses and have had success with contractually obligating this in the past.

5. INCLUDE as many businesses as possible

- Patronize local minority businesses for GC’s and overhead as much as possible

By purchasing as much of our expenses as possible in Lakeland and the surrounding communities, we go the extra mile to support local enterprise. From the printers who prepare construction documents to the restaurants that cater job site lunches, a core objective is to go further than trade partner involvement so that the entire community benefits from this project.

6. INVEST in your future growth

- Encourage apprenticeship programs

Apprenticeships benefit trade business development. We’ll encourage trade partners to provide apprenticeship opportunities.
- Build opportunities through Workforce Development

Partner with AGC and ABC as well as NAMC, who have strong initiatives toward Workforce Development and involved in several programs that introduce and prepare youth and adults for the construction industry.

POTENTIAL M/WBE VENDORS

| SCOPE OF WORK | POTENTIAL M/WBE FIRMS | POTENTIAL % ATTAINED VS. PROJECT VALUE |
|---|---|---|
| DESIGN PHASE* | | |
| Architectural Design | HOK | 0.00% |
| Landscape Design | HOK | 0.00% |
| Civil Engineering and Design | Native Florida, PLLC & Associates | 0.06% 0.00% |
| Structural Engineering and Design | Walter P Moore | 0.00% |
| Life Safety, Fire Protection and Code Consulting | FSC | 0.03% |
| Mechanical, Electrical, IT, Plumbing, and Fire Protection Design | Volt-Air Consulting Engineers, Inc. | 0.62% |
| Acoustical Design Consulting, MEP Noise and Code Vibration Control and Sound Isolation Consulting | Siebein Associates | 0.08% |
| Building Envelope Consultant | Heitmann | 0.00% |
| Door and Hardware Design Consultant | Studio 08 | 0.00% |
| Sustainability Coordination | HOK | 0.00% |
| Graphics, Signage & Wayfinding Design | HOK | 0.00% |
| FF&E Design | HOK | 0.00% |
| CONSTRUCTION PHASE** | | |
| Surveying, Layout Services & Field Verification | Northwest Surveying, Inc.; Echezabal & Associates, Inc. | 0.05% |
| Geotechnical Testing & Materials Testing | Test Lab, Inc.; Arehna Engineering, Inc.; MC2, Inc. | 0.06% |
| Aerial Photographs | Aerial Innovations | 0.00% |
| Final Cleaning | Extremely Clean Janitorial Services, LLC; Millennium Commercial Cleaning Services, Inc.; One Day Came, Inc. | 0.09% |
| Earthwork | Civil Site Constructors, Inc.; Dallas 1 Construction, Inc. | 0.35% |
| Deep Foundations | Heyward Baker, Inc. | 0.00% |
| Site Utilities | Civil Site Constructors, Inc. | 0.00% |
| Asphalt Paving | Parking Lot Striping Service, Inc. | 0.05% |
| Fences and Gates | Straight Up Fence, Inc., West Coast Fence | 0.00% |

POTENTIAL M/WBE VENDORS

| SCOPE OF WORK | POTENTIAL M/WBE FIRMS | POTENTIAL % ATTAINED VS. PROJECT VALUE |
|--------------------------|--|--|
| Landscaping & Irrigation | All Earth Landscaping, Blessed Lawn Care, Hitchcock and & Sons, Florida Sprinklers, Pine Lake Nursery & Landscape, Williams Landscape Management Company, Inc. | 0.35% |
| Concrete-Office Building | Chet Netherly, Ervin Bishop Construction, Inc., Jones Asphalt & Masonry, Joswig Construction, Inc., Kel Construction Company, Sanders Construction, Inc., QT Construction, Roccorp Construction, Velocity Construction, Inc., Ward Construction, WSV Group; MATCON Construction Services, Inc. | 1.16% |
| Concrete-Parking Garage | Coreslab Structures, Ervin Bishop Construction, Inc., Ward Construction; MATCON Construction Services, Inc. | 0.61% |
| Masonry | Ervin Bishop Construction, Inc., Ward Construction; MATCON Construction Services, Inc. | 0.00% |
| Structural Steel | L & D Steel USA, GMF Structural Group; Steel Fabricators, LLC. | 1.16% |

POTENTIAL M/WBE VENDORS

| SCOPE OF WORK | POTENTIAL M/WBE FIRMS | POTENTIAL % ATTAINED VS. PROJECT VALUE |
|---------------------------------------|---|--|
| Architectural Woodwork | Imperial Cabinets & Millwork, LLC., Lyndan Architectural Woodwork, Millrite Woodworking, Star Quality, Whites Custom Cabinetry | 0.23% |
| Roofing | McEnany Contracting, Inc., Precision Roofing Solutions, Reed Roofing | |
| Metal Wall Panels | McEnany Contracting, Inc., Precision Roofing Solutions, Reed Roofing | 0.87% |
| Fireproofing-Misc. | Horus Construction Services, Inc. | 0.16% |
| Spray-Applied Fireproofing | Horus Construction Services, Inc. | 0.12% |
| Waterproofing | Loyal Waterproofing Construction, LLC. | 0.06% |
| Doors and Hardware | Door and Hardware Openings, Inc. | 0.46% |
| Glass, Glazing and Curtainwall | Countryside Glass and Mirror, Inc. | 0.00% |
| Framing, Drywall and Insulation | Horus Construction Services, Inc. | 1.90% |
| Tiling | Architectural Tile & Marble, Inc., Craig Tile and Flooring, LLC., Gulf Coast Floors, Inc., Gulf Tile Distributors of Florida, Inc., Spw enterprises | 0.73% |
| Acoustical Ceilings and Sound Control | Horus Construction Services, Inc. | 0.10% |
| Resilient and Carpeting | Gulf Coast Floors, Inc., Floor Installation Services, Inc. | 0.01% |

POTENTIAL M/WBE VENDORS

| SCOPE OF WORK | POTENTIAL M/WBE FIRMS | POTENTIAL % ATTAINED VS. PROJECT VALUE |
|-----------------------------|---|--|
| Painting and Wallcovering | Extreme Painting Services, Inc., Fletcher Painting, Inc., Painters on Demand, LLC., Sanders Construction | 0.17% |
| Toilet Compartments | Trinity Construction | 0.00% |
| Toilet Accessories | Trinity Construction | 0.00% |
| Signage | Daniel Signs, Signs of Tampa Bay, LLC. | 0.09% |
| Fire Protection Specialties | Trinity Construction | 0.00% |
| Food Service Equipment | Louis Wohl & Sons, Inc.; Beltram; Johnson Land-caster | 0.03% |
| Residential Appliances | | 0.00% |
| Window Treatments | Smith and Hudson Interiors | 0.81% |
| Elevators | Skyline Elevator, Inc. | 2.17% |
| Fire Suppression | Cox Fire Protection, Premier Fire Sprinklers, Inc., St. Petersburg Fire protection, West Coast Associates of Tampa, Inc. | 0.69% |
| Plumbing | BCH Mechanical, AJ Plumbing, Inc., DeCosmo Construction, J&R Plumbing, Mettron Contracting, Inc., Superior Mechanical Systems, Inc., West Coast Associates of Tampa, Inc. | 0.18% |
| HVAC | BCH Mechanical, Freedom Insulation, Superior Mechanical Systems, Inc., West Coast Associates of Tampa, Inc.; George G. Solar & Company, Inc. | 0.66% |

| SCOPE OF WORK | POTENTIAL M/WBE FIRMS | POTENTIAL % ATTAINED VS. PROJECT VALUE |
|----------------------|--|--|
| Electrical & Systems | Tri-City Electrical, Inc.; A&A Electric Services, Inc., Alarm & Communication Systems, Inc., Erwin Electric, Inc., Henriquez Electric Corporation, MCS of Tampa, Inc.; Advanced Cable Connection | 0.27% |
| TOTALS: | | 14.39% |

14.33%

* The Respondent has committed to the W/MBE firms listed in the Design Phase.

** The Respondent has not committed to utilizing nor entered into a Letter of Intent with the above named W/MBE firms for the construction phase work. The above represents the Respondent's demonstration of its team's proactive approach for engaging the community and local M/WBE subcontractors and professionals into this project and the intent to meet the project requirements.

////////////////////////////////////

Respondent's Team and Key Personnel

////////////////////////////////////



SECTION 12.3

Respondent's Team and Key Personnel

A. Fully complete and submit Appendix B.3, entitled Respondent's Team Members, Step 2, Proposals. Submit the name of the firm(s) who will provide the Project services. The purpose of this Appendix B.3 is to confirm that the Respondent's Team Members have not changed from the Appendix A.4 submitted in Step 1, Qualifications or, that Team Members have been added or removed. Respondent will provide a letter following the tabbed page for Section 12.3 noting any Team Members and Team Member's Key Personnel that have been added or removed.

VanTrust Real Estate Real Estate offers a highly experienced team that will provide a turnkey solution to Tampa International Airport. The firms providing the project's major disciplines are outlined below, followed by the completed Appendix B.3 on the following page. A letter stating the addition of two new team member firms as well as small changes to team member key personnel is included beginning on page three.

| Team Members | Services Provided |
|--|--|
|  | <p>JE Dunn will provide preconstruction estimating, construction management and closeout services. JE Dunn's project manager and superintendent for construction will oversee the construction of the new office building.</p> |
|  | <p>HOK will provide design team management, architectural design and interior design. HOK's project manager for design will oversee the architectural design and the engineering design disciplines as shown on the organization chart.</p> |
|  | <p>Avison Young will serve as leasing agent and property manager for the project. The firm will market the office building to prospective tenants to ensure it reaches full capacity prior to the Aviation Authority's takeover of the space in three years.</p> |
|  | <p>VoltAir will serve as mechanical, electrical, plumbing and fire protection engineer as well as IT designer.</p> |
| <p>**  KISINGER CAMPO & ASSOCIATES</p> | <p>KCA will serve as civil engineer for the project, providing site layout, surveying and environmental services.</p> |
| <p>WALTER P MOORE</p> | <p>Walter P. Moore will provide structural engineering services as well as parking consulting.</p> |
|  | <p>Siebein Associates will provide acoustical design consulting, MEP noise and vibration control and sound isolation consulting.</p> |
|  | <p>FSC Consulting Engineers will provide life safety, fire protection and code consulting.</p> |

** KCA to be updated to Native Engineering, PLLC

TEAM MEMBER KEY PERSONNEL CHANGES

Tom Thalheimer
PROCUREMENT AGENT

11 JULY 2019

Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway, Suite 2400
Airport Administrative Offices Building, Second Level, Red Side
Tampa, Florida 33607

Dear Mr. Thalheimer and Selection Committee:

Per the requirements of Section 12.3, item A, below is a summary of team members and team members' key personnel that have been added and/or removed. We have also added two subconsultants that further bolster our team's shared experience.

VanTrust Real Estate, LLC

Added:

Marc Munago, Vice President of Development
* Jim Kehoe, Senior Director of Development Services

Removed: Ross Carrier (Deceased)

*** Replace Jim Kehoe with Terry Lowrey**

HOK

Removed:

Sandy Price, Project Designer (no longer with HOK)

Added:

Jeremy Tinkler, Project Manager
Jake Baker, Project Designer
Vanessa Hostick, Senior Sustainable Design Specialist

VoltAir

Added:

Julius Davis, President & CEO
Roland Young, Director of Mechanical Engineering

Removed: Kissinger Camp Architects (KCA) - no longer involved with the project

Added: Native Engineering, PLLC

The representative remains Chris Meares

We deliver real real estate solutions.

TEAM MEMBER KEY PERSONNEL CHANGES

Walter P. Moore

Added:

Jennifer Salgado, Structural Senior Project Manager

Team Members Added

Siebein Associates, Acoustical Design Consultant

Team Member Personnel:

Gary W. Siebein, Senior Principal Consultant

Marilyn Roa, Acoustical Consultant

FSC Consulting Engineers, Inc., Code, Life Safety and Fire Protection Consultant

Team Member Personnel:

Hasu Doshi, Fire Protection Engineer and Code Consultant

Ali Alaman, Code, Life Safety and Fire Protection Consultant

Best Regards,



VANTRUST REAL ESTATE, LLC
G. John Carey
Executive Vice President, Florida

We deliver real *real estate solutions.*

APPENDIX B.3

APPENDIX B.3
RESPONDENT'S TEAM MEMBERS, STEP 2, PROPOSALS

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| TEAM MEMBERS | | |
|---|--|-------------|
| NAME OF FIRM(S) | DISCIPLINE | W/MBE (Y/N) |
| VanTrust Real Estate, LLC | Developer | N |
| J.E. Dunn Construction Company | Construction Management | N |
| Hellmuth, Obata, & Kassabaum, Inc. (HOK) | Architecture and Interior Design | N |
| Avison Young | Leasing and Property Management | N |
| VoltAir Consulting Engineers, Inc. | MEP, Fire Protection, and IT Design | Y |
| ** Kisinger Campo & Associates, Corp. (KCA) | Civil Engineering, Surveying and Environmental | X N** |
| Walter P. Moore and Associates, Inc. | Structural Engineering Parking Consulting | N |
| Siebein Associates, Inc. | Acoustical Consulting | Y |
| FSC Consulting Engineers, Inc. | Code, Life Safety and Fire Protection Consulting | Y |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

If space for additional Team Members is needed, include additional page(s) behind Appendix B.3.

** KCA to be updated to Native Engineering , PLLC



B. For all Team Members, fully complete and submit Appendix B.4, entitled Respondent's Team Members' Information, Step 2, Proposals. Explain the Team Member's primary proposed role, contractual relationship with the Respondent, and identify the Team Member's Key Personnel. List the Florida professional (architect, engineer, general contractor, etc.) license number and other applicable licenses held by Team Members and/or the Key Personnel who will be assigned to this Project. Identify on the applicable Team Member's Appendix B.4, which Key Personnel will be the Respondent's Project Manager. The Respondent's Project Manager will be the individual that will be the Respondent's point of contact and will lead the Respondent's Team from development through the successful completion of the Project.

C. Include an organizational chart for the Respondent's Team Members. Clearly identify the reporting lines for each Team Member.

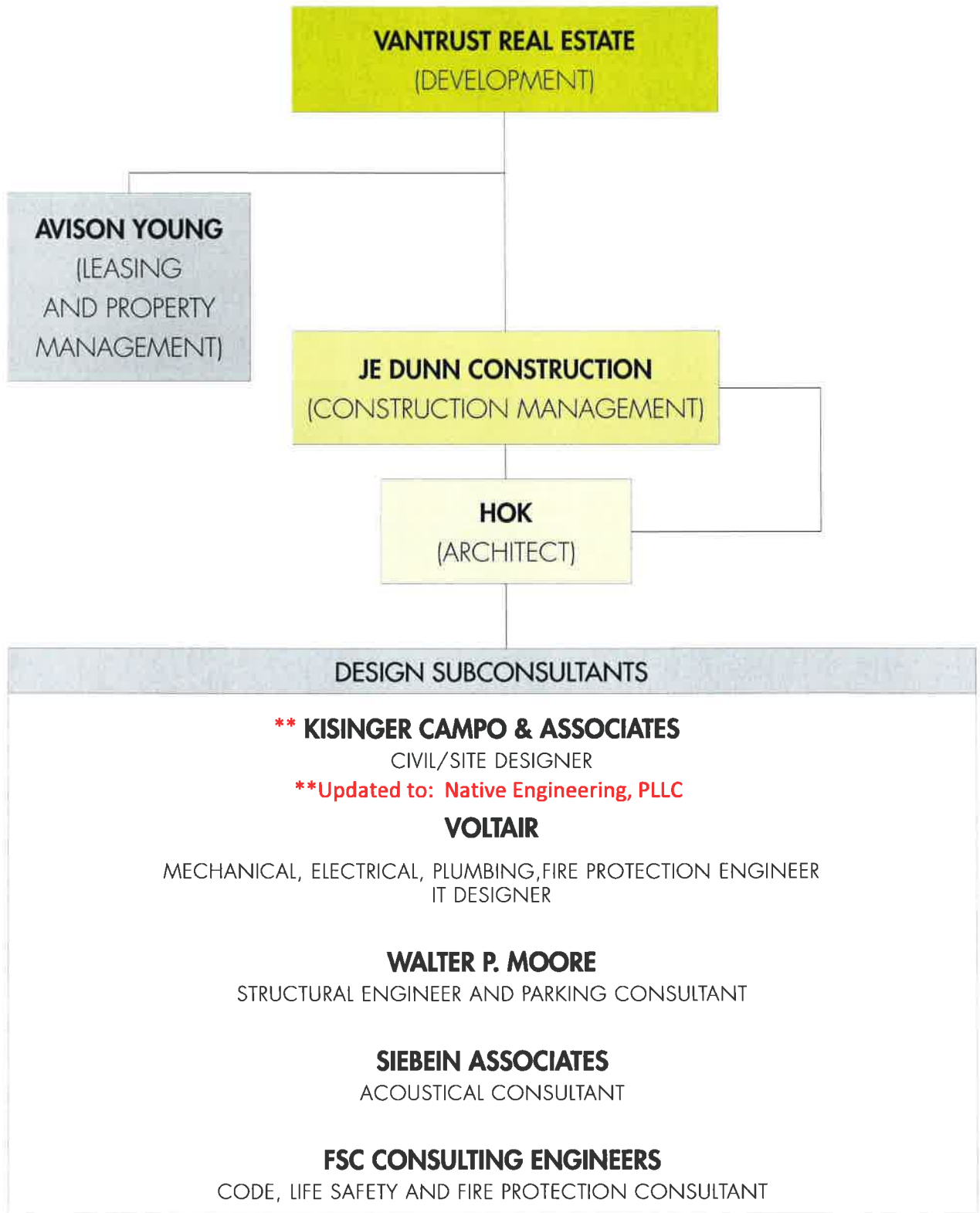
D. Fully complete and submit Appendix B.5, entitled Key Personnel Resume, Step 2, Proposals, for all Key Personnel identified in Appendix B.4.

E. Fully complete and submit Appendix B.6, entitled Key Personnel Project Experience, Step 2, Proposals, for those Key Personnel identified in Appendix B.4. Provide no more than three projects for each Key Personnel.

F. Fully complete and submit Appendix B.7, entitled Key Personnel Additional Experience, Step 2, Proposals, for those Key Personnel identified in Appendix B.4. Provide no more than one Appendix B.7 for each Key Personnel.

Fully completed Appendix B.4, B.5, B.6 and B.7 forms for each of our team members and their respective key personnel are included on the following pages.

As requested, an organizational chart of VanTrust Real Estate's team members is included on the following pages.



APPENDIX B.4 // VANTRUST REAL ESTATE

**APPENDIX B.4
RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | | |
|--|--------------------|-----------|------------|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME: VanTrust Real Estate, LLC | | | |
| ** ADDRESS: 1721 Atlantic Blvd., Suite 210 | CITY: Jacksonville | STATE: FL | ZIP: 32207 |

| | | | |
|---|--|--|--|
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: Respondent - Developer | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Team Member is Respondent | | | |

| | | | |
|-------------------------------------|-------------------------|--|--|
| PRIMARY CONTACT NAME: G. John Carey | PHONE NO.: 904-610-3200 | EMAIL ADDRESS: john.carey@vantrustre.com | OFFICE LOCATION (CITY, STATE): Jacksonville, Florida |
|-------------------------------------|-------------------------|--|--|

| | | | |
|--|--|--|--|
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICES B.5, B.6 AND B.7. | | | |
| G. John Carey*, Ross Carrier, Marc Munago (Project Manager) and*Jim Kehoe Add: Terry Lowrey | | | |

| | | | |
|--|--|--|--|
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: G. John Carey III - Florida Licensed Real Estate Broker - License No. BK384923 * G. Ross Carrier - Florida Licensed Real Estate Salesperson - License No. SL479827 | | | |

| | | | |
|---|--|--|--|
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: VanTrust Real Estate, LLC is a full service real estate development company with a regional focus and a national scope. VanTrust is headquartered in Kansas City, MO with regional offices in Columbus, Dallas, Phoenix and Jacksonville. | | | |

* Remove Ross Carrier and Jim Kehoe
Add: Terry Lowrey

** Update address as noted previously



APPENDIX B.4 // J E D U N N

APPENDIX B.4
RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | | |
|--|-------------------------|---------------------------------------|--|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME JE Dunn Construction | | | |
| ADDRESS: 5426 Bay Center Drive, Suite 150 | CITY: Tampa | STATE: FL | ZIP: 33609 |
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: JE Dunn will provide preconstruction estimating, construction management and closeout services. JE Dunn's project manager and superintendent for construction will oversee the construction of the new office building. | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Contracted with VanTrust Real Estate | | | |
| PRIMARY CONTACT NAME: Jake Nellis | PHONE NO.: 813.940.3242 | EMAIL ADDRESS: jake.nellis@jedunn.com | OFFICE LOCATION (CITY, STATE): Tampa, FL |
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICIES B.5, B.6 AND B.7. | | | |
| Jake Nellis (Project Executive), Ernie Floerke (Project Manager), Jim Cummings (Preconstruction Director), Chris Newton (Superintendent) | | | |
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: JE Dunn General Contractor License No. CGC062145 | | | |
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: | | | |
| <p>Founded in 1924, John Ernest Dunn, Sr. began JE Dunn Construction as a small family, residential contractor and grew to be one of the largest commercial contractors with approximate annual revenues of \$3.2 billion and 20 office locations coast-to-coast. JE Dunn Construction is an employee-owned corporation specializing in construction management, program management, and design/build projects of every size. However, the Dunn Family continues to retain majority ownership. Currently, three generations of the Dunn family are actively involved in the day-to-day management and operations of the firm. With cutting edge resources and a \$3.5 billion bonding capacity, we have consistently ranked among the top 20 contractors nationwide according to leading industry publication, Engineering News-Record.</p> <p>JE Dunn has been building in Florida since 1989. We've worked across the state in multiple markets, focusing on complex projects. Our latest highlight is the completion of a large addition and renovation to BayCare Morton Plant Hospital in Clearwater.</p> <p>Our Tampa office has more than 30 team members, most of whom are native to Central Florida. Our team builds with a vested interest in the surrounding communities.</p> | | | |



APPENDIX B.4 // HOK

**APPENDIX B.4
RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | | |
|--|-------------|----------------|------------|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME | | HOK | |
| ADDRESS: One Tampa City Center, Suite 1800 | CITY: Tampa | STATE: Florida | ZIP: 33602 |

| | | | |
|--|----------------------------|--|--|
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: HOK will provide design team management, architectural design, interior design and sustainability consulting. HOK's project manager will oversee the architectural design and the engineering design disciplines as shown on the organization chart. | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Contracted with JE Dunn Construction, Design-Builder for Van Trust Real Estate | | | |
| PRIMARY CONTACT NAME: Jonathan Rae | PHONE NO.: 813.229.0300 | EMAIL ADDRESS: jonathan.rae@hok.com | OFFICE LOCATION (CITY, STATE): Tampa, Florida |
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICES B.5, B.6 AND B.7. Jonathan Rae, Jeremy Tinkler, Aaron Godfrey, Jake Baker, Vanessa Hostick | | | |

| | | | |
|---|--|--|--|
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: HOK Firm Architectural License No. AAC001139; Jonathan Rae, Florida Registered Architect No. AR92342 | | | |

| | | | |
|---|--|--|--|
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: HOK is a global provider of design services for the built environment. Since our founding in 1955, we have grown into a firm of more than 1,800 employees linked across a global network of 23 office locations. We manage the planning, design, and construction process for all types of projects in every part of the world. Industry surveys consistently rank HOK among the world's leading design firms. HOK's design approach on commercial office buildings is to provide flexible, efficient floor plates for optimal tenant layout. As a center of excellence for the commercial real estate market, HOK manages a benchmarking database that tracks qualitative and quantitative metrics on the current workplace trends. HOK's Tampa Office has been a member of the Florida community since 1984 and has more than 30 professionals who have provided clients with unique, timeless designs that are also appropriate from the facility management perspective of return on investment, flexibility and maintenance. We offer the best of both worlds – a creative, hands-on management approach to projects, with the strength and support of a stable, financially-sound international organization. | | | |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226-17
Appendix B.4 – Page 1 of 2

APPENDIX B.4 // AVISON YOUNG

APPENDIX B.4

RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | | |
|--|-------------|-----------|------------|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME Avison Young | | | |
| ADDRESS: 1715 N. Westshore Blvd. | CITY: Tampa | STATE: FL | ZIP: 33607 |

| | | | |
|---|-----------------------------------|--|--|
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: Lead the leasing and marketing efforts as well as provide the property management once the building is constructed. | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Contracted with VanTrust Real Estate | | | |
| PRIMARY CONTACT NAME: <small>D. Clay Witherspoon</small> | PHONE NO.: 813.444.0626 | EMAIL ADDRESS: <small>dclay.witherspoon@avisonyoung.com</small> | OFFICE LOCATION (CITY, STATE): Tampa, FL |

| | | | |
|--|--|--|--|
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICES B.5, B.6 AND B.7. | | | |
| D. Clay Witherspoon, Kenneth Lane, Sara Sneen and Frank Shelton | | | |

| | | | |
|--|--|--|--|
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: D. Clay Witherspoon - Salesperson's RE License - SL 627566; Kenneth Lane - Broker RE License - BK647190 | | | |

| | | | |
|--|--|--|--|
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: | | | |
| <p>Avison Young is the world's fastest-growing commercial real estate services firm. Headquartered in Toronto, Canada, Avison Young is a collaborative, global firm owned and operated by its principals. Founded in 1978, the company comprises 2,600 real estate professionals in 82 offices, providing value-added, client-centric investment sales, leasing, advisory, management, financing and mortgage placement services to owners and occupiers of office, retail, industrial, multi-family and hospitality properties.</p> <p>Avison Young's Tampa Office has more than 30 employees and no existing landlord conflicts in the Tampa market.</p> | | | |



APPENDIX B.4 // VOLTAIR

**APPENDIX B.4
RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | | |
|---|----------------------------|---|---|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME: VoltAir Consulting Engineers, Inc. | | | |
| ADDRESS: 220 W. 7 th Ave | CITY: Tampa | STATE: FL | ZIP: 33602 |
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: Mechanical, Electrical, Plumbing, Fire Protection and Information Technology Engineering | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Subconsultant | | | |
| PRIMARY CONTACT NAME: Julius D. Davis, President | PHONE NO.: 813.867.4899 | EMAIL ADDRESS: JDavis@VoltAirInc.com | OFFICE LOCATION (CITY, STATE): Tampa, FL |
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICIES B.5, B.6 AND B.7. Julius Davis, P.E.; Gerald Crnkovich, P.E.; Roland Young, Florida P.E.; Rob Shorey, CPD; Danny Celis, P.E.; John Jennings, RCDD | | | |
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: Julius Davis, Florida P.E.#58005; Gerald Crnkovich, Florida P.E. #42527; Roland Young, Florida P.E.#9268; Rob Shorey, CPD #27480; Danny Celis, Florida P.E. #70842; John Jennings, RCDD #181965R | | | |
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: VoltAir Consulting Engineers, Inc. provides mechanical, electrical, plumbing, fire protection and information technology engineering design services. Headquartered in Tampa, FL, VoltAir also maintains permanent offices in Orlando, FL and Houston, TX and is a certified minority owned corporation. Founded in 2006, our firm provides quality assurance from conceptual design through construction administration and project closeout. With buildings that range from schools to airports, our engineers and technical staff provide design services associated with renovations, additions, and new construction. Our project experience includes a wide variety of market sectors, including: education, aviation, government, hospitality, public works, healthcare, and various other commercial and industrial sectors. Our corporate mission is to practice quality engineering as well as provide personal, cost efficient, and professional services. Multidisciplinary Services: VoltAir offers our clients a multidisciplinary approach on projects. We provide the best services available to efficiently and reliably serve the needs of our clients. We also bring a depth of knowledge, given our broad range of services, that comes to bear on our design projects resulting in creative, yet functional design solutions. | | | |



**APPENDIX B.4
RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

**

| | | | |
|--|-------------|-----------|------------|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME Kisinger Campo & Associates, Corp. (KCA) | | | |
| ADDRESS: 201 N. Franklin St. - Suite 400 | CITY: Tampa | STATE: FL | ZIP: 33602 |

| |
|--|
| TEAM MEMBER'S PROFILE |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: Civil / Site Engineering |

| |
|---|
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Subconsultant / Contracted to HOK |
|---|

| | | | |
|---|--|--|---|
| PRIMARY CONTACT NAME: Chris Meares | PHONE NO.: 813.871.5331 ext. 4112 | EMAIL ADDRESS: chris.meares@kisingercampo.com | OFFICE LOCATION (CITY, STATE): Tampa, FL |
|---|--|--|---|

| |
|--|
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICIES B.5, B.6 AND B.7. Chris Meares, P.E. |
|--|

| |
|--|
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: Chris Meares, PE - FL PE #62955; Thomas Nales, EI - FL EI #1100019371; Curtis Sprunger, PE - FL PE #66524, NC PE - 043606 |

| |
|--|
| TEAM MEMBER FIRM DESCRIPTION |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: Incorporated in Florida in 1976, KCA is a multidisciplinary engineering firm that has served clients throughout Florida and the Southeast United States since its founding. With corporate headquarters in Tampa and branch offices throughout Florida, KCA, combined with its construction engineering and inspection (CEI) subsidiary KCCS, Inc., has more than 250 employees including 51 Professional Engineers. KCA began as, and remains, a minority-owned business (MBE-certified with the State of Florida). |

**** As previously noted, Kisinger Camp & Associates (KCA) updated to Native Engineering, PLLC**



APPENDIX B.4 // WALTER P. MOORE

APPENDIX B.4

RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | | |
|--|-----------------------------------|---|---|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME: <u>Walter P. Moore and Associates, Inc.</u> | | | |
| ADDRESS: <u>201 E. Kennedy Blvd., Suite 300</u> | CITY: <u>Tampa</u> | STATE: <u>Florida</u> | ZIP: <u>33602</u> |
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: <u>Structural Engineer</u> | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: <u>Subconsultant</u> | | | |
| PRIMARY CONTACT NAME: <u>Richard Temple, PE</u> | PHONE NO.: <u>813-221.2424</u> | EMAIL ADDRESS: <u>rtemple@walterpmoore.com</u> | OFFICE LOCATION (CITY, STATE): <u>Tampa, Florida</u> |
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICIES B.5, B.6 AND B.7. <u>Richard Temple, PE - Principal-in-Charge and Jennifer Salgado, LEED AP - Project Manager</u> | | | |
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: <u>Richard Temple - Professional Engineer Florida #38364</u> <u>Jennifer Salgado - Professional Engineer Florida #59487</u> | | | |
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: <u>Walter P Moore is an international company of engineers, architects, innovators, and creative people who solve some of the world's most complex structural and infrastructure challenges. Providing structural, diagnostics, civil, traffic, parking, transportation, enclosure, and construction engineering services, we design solutions that are cost- and resource-efficient, forward-thinking, and help support and shape communities worldwide.</u> <u>Our firm approaches projects as an integral member of the design team. Our goal is to provide an efficient, economical and durable structure. In the early stages of design, we study several structural systems, including cast-in-place concrete structure, precast structure and a steel structure. Each of these systems has different benefits. It is appropriate to study of each of these options with regard to initial cost, as well as long-term maintenance cost. Selection of the appropriate structural system will be based upon collective review of the initial cost, long-term maintenance and the construction schedule. Our design approach considers all of these issues with the Owner, the Contractor and Design Team.</u> | | | |



APPENDIX B.4 // SIEBEIN ASSOCIATES

**APPENDIX B.4
RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | | |
|---|-------------------------------------|--|---|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME Siebein Associates, Inc. | | | |
| ADDRESS: 625 NW 60 th St, Ste C | CITY: Gainesville | STATE: FL | ZIP: 32607 |
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: Principal Acoustical Consultant | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Subconsultant | | | |
| PRIMARY CONTACT NAME: Gary W. Siebein | PHONE NO.: 352-331-5111, ext. 16 | EMAIL ADDRESS: GSiebein@SiebeinAcoustic.com | OFFICE LOCATION (CITY, STATE): Gainesville, FL |
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICIES B.5, B.6 AND B.7. Marylin Roa | | | |
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: Gary W. Siebein, Registered Architect Florida #AR0008846 | | | |
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: Siebein Associates, Inc. was established in 1981 in Gainesville, Florida and is a leading acoustical consulting firm that has successfully completed work on more than 2,000 projects worldwide. Siebein Associates has a studio group that specializes in developing creative acoustical design approaches for 21st century airports and other transportation modality terminals. The airport terminal of tomorrow focuses on the quality of the transportation experience for travelers, engaging people through all of their senses in an invigorating and restful trip, providing efficient movement of people and goods, and sometimes serving as a destination for dining and other leisure activities, while maintaining high levels of security for all. The acoustical program of a modern airport can serve to make the terminal a social hub for the urban environments that it serves, enhance the guest experience for travelers, reduce fatigue for those on long trips, and serve as secure gateways to the countries that are served. | | | |



APPENDIX B.4 // FSC

APPENDIX B.4
RESPONDENT'S TEAM MEMBERS' INFORMATION, STEP 2, PROPOSALS

April 12, 2018

Name of Respondent submitting Response: VanTrust

| | | | |
|--|----------------------------|---------------------------------------|---|
| TEAM MEMBER | | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Team Member listed in Appendix B.3.</i> | | | |
| TEAM MEMBER'S FIRM NAME: FSC, Inc. | | | |
| ADDRESS: 9225 Indian Creek Parkway | CITY: Overland Park | STATE: KS | ZIP: 66210 |
| TEAM MEMBER'S PROFILE | | | |
| TEAM MEMBER'S PRIMARY PROPOSED ROLE: Code / Life Safety Services | | | |
| TEAM MEMBER'S CONTRACTUAL OR OTHER RELATIONSHIP WITH RESPONDENT: Consultant | | | |
| PRIMARY CONTACT NAME: Ali Alaman, P.E. | PHONE NO.: 913-722-3473 | EMAIL ADDRESS: aalaman@fsc-inc.com | OFFICE LOCATION (CITY, STATE): Overland Park, KS |
| TEAM MEMBER'S KEY PERSONNEL WHO WILL BE INVOLVED WITH THIS PROJECT. LIST NAMES OF ALL KEY PERSONNEL. EACH KEY PERSONNEL WILL BE REQUIRED TO PROVIDE A PROFESSIONAL RESUME AND EXPERIENCE ON APPENDICIES B.5, B.6 AND B.7. Ali Alaman, P.E. and Hasu Doshi, P.E. | | | |
| TEAM MEMBER'S EMPLOYEES' FLORIDA PROFESSIONAL LICENSES | | | |
| INCLUDE ANY APPLICABLE TEAM MEMBER'S EMPLOYEES NAMES, LICENSES AND LICENSE NUMBERS: Hasu Doshi, P.E., Florida License #74223, expires 2/28/2019 | | | |
| TEAM MEMBER FIRM DESCRIPTION | | | |
| PROVIDE A BRIEF DESCRIPTION OF THE FIRM: FSC, Inc., was founded in 1979. We are a multi-disciplinary engineering firm that provides code / life safety, fire protection, mechanical, electrical and plumbing, commissioning, LEED and sustainable design, and fire and smoke modeling services. By offering bundled design services, we save our clients time and money by eliminating the need to coordinate with multiple consultants. We are a small company that provides a lot of the same services as other larger companies in our industry. We believe what differentiates us from our competitors is our people. We are committed to exceeding our client's expectations and delivering solutions on-time and within budget. Our world-class team of expert engineers, designers, and technicians, believe in the highest level of execution and performance. | | | |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.4 - Page 1 of 1

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | |
|--|---|------------------|
| PERSONNEL RESUME | | |
| <i>NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.</i> | | |
| PERSON'S NAME G. John Carey | | |
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Executive Vice President - Florida | 3 | 32 |
| CURRENT FIRM NAME | VanTrust Real Estate, LLC | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| University of North Carolina at Chapel Hill, B.S. Business Administration, 1976 | Florida Department of Business & Professional Regulation Real Estate Broker License #384923 | |
| PROFESSIONAL AFFILIATION(S) | | |
| National Association of Industrial and Office Parks (NAIOP), Urban Land Institute (ULI) | | |
| PROJECT ROLE | | |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP | | |
| Responsible for overall execution & timely completion of the project. | | |



ROSS CARRIER // VANTRUST REAL ESTATE

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

**

PERSON'S NAME Ross Carrier

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Vice President / Development | 1 | 26 |
| CURRENT FIRM NAME | VanTrust Real Estate, LLC | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | BA / University of Florida / 1981 / Economics | |
| PROFESSIONAL AFFILIATION(S) | ACTIVE REGISTRATION(S) State of Florida Real Estate Salesperson | |
| PROFESSIONAL AFFILIATION(S) NAIOP Commercial Real Estate Development Association / JAXUSA - regional economic development agency | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

** Remove



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 - Page 1 of 1

JIM KEHOE // VANTRUST REAL ESTATE

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate LLC

PERSONNEL RESUME
NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

**

PERSON'S NAME Jim Kehoe **Terry Lowrey**

| PROFESSIONAL PROFILE | |
|--|---|
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE |
| | WITH CURRENT FIRM WITH OTHER FIRMS |
| Senior Director, Development Services | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> |
| CURRENT FIRM NAME VanTrust Real Estate, LLC | |
| EDUCATION Degrees / School / Year / Specialization BCR 94 The Catholic University of America | ACTIVE REGISTRATION(S) None |
| PROFESSIONAL AFFILIATION(S) THE NATIONAL ASSOCIATION OF REALTORS | |

| PROJECT ROLE |
|--|
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP Development Services Coordination and Management |

**** Replaced by Terry Lowrey**



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix 3.5 - Page 1 of 1

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Marc Munago

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|--|---------------------------|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Vice President, Development | 3 | 24 |
| CURRENT FIRM NAME | VanTrust Real Estate, LLC | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Auburn University | | |
| PROFESSIONAL AFFILIATION(S) | | |
| NAIOP - Board of Directors, ULI, Jacksonville Sports Council | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP
 Project Manager - Responsible for the overall development of the project. This includes pre-development, proforma management, leasing, design and construction.



JAKE NELLIS // JE DUNN

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Jake Nellis

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Vice President/Project Executive | 17 | 0 |
| CURRENT FIRM NAME | JE Dunn Construction | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| BS / University of Florida / 2001 / Building Construction | LEED Accredited Professional, USGBC Design-Build Institute of America Accredited, DBIA | |
| PROFESSIONAL AFFILIATION(S) | Associated Builders and Contractors | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

As the Project Executive, Jake will have full operational management responsibility for all aspects of project performance through preconstruction and construction. He will lead JE Dunn's collaboration effort with HOK and key subconsultants. Jake will provide direct management supervision of all work executed by JE Dunn.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8225 17
Appendix B 5 – Page 1 of 1

ERNIE FLOERKE // JE DUNN

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | |
|--|---------------|
| PERSONNEL RESUME | |
| <i>NOTE: This page is to be completed <u>once</u> for each Key Personnel listed in Appendix B.4.</i> | |
| PERSON'S NAME | Ernie Floerke |

| | | |
|--|---|------------------|
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Project Manager | 6 | 19 |
| CURRENT FIRM NAME | JE Dunn Construction | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| BBA / The City University of New York / 1994 / Business Administration | LEED Accredited Professional, USGBC State of Florida Certified General Contractor (CGC1519548, CGC1519822, CGC1519823) State of Florida Certified Roofing Contractor (CCC1329726, CCC1329784) State of Florida Licensed Home Inspector (HIS807) | |
| PROFESSIONAL AFFILIATION(S) | | |
| Associated Builders and Contractors | | |

| |
|---|
| PROJECT ROLE |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP |
| Ernie's responsibilities begin in preconstruction, where he will lead our collaborative efforts with the the Authority, HOK and key subconsultants. He has an understanding of the local market and will conduct value engineering and constructability reviews, as well as develop the project's strategic plan with stakeholders. During construction, he is accountable for the project's overall schedule and budget and will manage the progress of work and authorize resources as necessary to keep the project commitments. |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 3226.17
Appendix B.5 - Page 1 of 1

JIM CUMMINGS // JE DUNN

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Jim Cummings

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|-------------------------------------|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Preconstruction Director | 1 | 23 |
| CURRENT FIRM NAME | JE Dunn Construction | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| BS / Florida State University / 1994 / Industrial Engineering | LEED Accredited Professional, USGBC | |
| PROFESSIONAL AFFILIATION(S) | | |
| American Society of Professional Estimators, Associated Builders and Contractors, Society of American Military Engineers, Florida Sheriff's Association | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Jim will provide preconstruction leadership to the project team, including conceptual and budget check estimates, cost reduction and systems analysis, preparation of early milestone schedules, early planning, assisting with early quality assurance and constructability reviews and upgrading and maintaining historical cost data. During design, Jim leads the design assist process, focusing the team on Target Value Design to maximize HOK's design intent within the Authority's budget.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

CHRIS NEWTON // JE DUNN

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Chris Newton

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|---|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Senior Superintendent | 18 | 0 |
| CURRENT FIRM NAME | JE Dunn Construction | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| BA / University of Florida / 2000 / Business | National Pollutant Discharge Elimination System (NPDES) | |
| PROFESSIONAL AFFILIATION(S) | | |
| Associated Builders and Contractors | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

As Superintendent, Chris will be responsible for implementing site mobilization overseeing the review of constructability issues. He will work closely with the HOK team during design, performing regular constructability reviews of the design. During construction, he will provide full-time, on-site project supervision and will be in charge of trade partner coordination, safety, general conditions, quality control, labor relations, monitoring testing, pre-installation meetings and mock-ups.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

JONATHAN RAE // HOK

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

*NOTE: This page is to be completed **once** for each Key Personnel listed in Appendix B.4.*

PERSON'S NAME Jonathan Rae, AIA, LEED AP

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|--|---|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Program Manager for Design | 9 | 13 |
| CURRENT FIRM NAME HOK | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> Bachelor of Architecture / Kansas State University / 1994 | ACTIVE REGISTRATION(S) Registered Architect, Florida #AR92342 LEED Accredited Professional, USGBC | |
| PROFESSIONAL AFFILIATION(S) Member of the American Institute of Architects (AIA) | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

As Program Manager for Design, Jonathan will oversee all design activities. He will provide leadership and direction to the design team and subconsultants while working closely with JE Dunn and VanTrust to ensure the overall project goals are being met. He will be the primary point of contact for design related scope to both the VanTrust team and the Aviation Authority.

He will be responsible for communication of the design team's progress as it relates to the design/build schedule and budget, ensuring thorough coordination throughout the project. He will work to ensure that quality assurance and control procedures are in place and regularly adhered to. During construction, Jonathan will maintain oversight of the project and work closely with JE Dunn to provide support required to ensure a successful project.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

AARON GODFREY // HOK

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Aaron Godfrey, AIA

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Project Architect | 3 | 11 |
| CURRENT FIRM NAME HOK | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> Bachelor of Architecture / Kansas State University / 2004 | ACTIVE REGISTRATION(S) Registered Archiect: Kansas | |
| PROFESSIONAL AFFILIATION(S) American Institute of Architects | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP
 Aaron will provide architectural design with TIA standards and is accountable for day to day communication with the project team and consultants. He will be responsible for the issuance and content of deliverables, technical content of HOK documents and coordination of documents between HOK and our consultants and the supervision of all staff producing documents.



REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.5 – Page 1 of 1

JAKE BAKER // HOK

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | |
|---|---------------------------|------------------|
| PERSONNEL RESUME | | |
| <i>NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.</i> | | |
| PERSON'S NAME Jake Baker | | |
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Project Designer | 4 | 0 |
| CURRENT FIRM NAME | HOK | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Master of Architecture / Kansas State University / XXXX | Registered Archiect: XXXX | |
| PROFESSIONAL AFFILIATION(S) | | |
| American Institute of Architects | | |
| PROJECT ROLE | | |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP | | |
| <p>Jake will originate and develop creative design concepts and the design documents during the design development phase. He will support the resolution of design solutions during the construction documents and construction administration phases. Jake will oversee the design team to ensure design intent and ensure that documentation for all phases conforms to quality assurance, quality control and best practice standards. He will prepare client presentations and presents design concepts and drawings, regularly communicate with client representatives to verify design requirements and specifications, progress reviews and design delivery.</p> | | |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

JEREMY TINKLER // HOK

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

*NOTE: This page is to be completed **once** for each Key Personnel listed in Appendix B.4.*

PERSON'S NAME Jeremy Tinkler, AIA, LEED® AP BD+C

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|--|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Project Manager | 14 | |
| CURRENT FIRM NAME HOK | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> Bachelor of Architecture / Kansas State University / 2003 | ACTIVE REGISTRATION(S) Registered Archiect: Missouri, Alberta LEED® Accredited Professional, Building Design + Construction NCARB Certified | |
| PROFESSIONAL AFFILIATION(S) American Institute of Architects, Design Build Institute of America | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Jeremy will provide project management, team oversight, and will be responsible for coordinating team design development, document production delivery, and coordination with JE Dunn on planning & construction of the TIA project. Responsibilities include directing the project team and consultants at all levels to ensure that proper steps and procedures are taken and that work is completed as planned, budgeted, scheduled and in conformance with the design intent. In conjunction with Jonathan Rae, Jeremy is also responsible for the overall project financial performance.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

VANESSA HOSTICK // HOK

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

*NOTE: This page is to be completed **once** for each Key Personnel listed in Appendix B.4.*

PERSON'S NAME Vanessa Hostick, LEED® AP EB:O+M

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|---|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Senior Sustainable Design Specialist | 4 | 1 |
| CURRENT FIRM NAME HOK | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> Master of Architecture Emphasis in Culture and Spirituality / Catholic University of America / 2014 Master of Science, Sustainable Design / Catholic University of America / 2014 Bachelor of Science of Design in Architecture / University of Nebraska at Lincoln / 2012 | ACTIVE REGISTRATION(S) Registered Architect: District of Columbia LEED® Accredited Professional, Existing Buildings: Operations + Maintenance Fitwel Ambassador BREEAM Assessor | |
| PROFESSIONAL AFFILIATION(S) U.S. Green Building Council (USGBC) International Building Performance Simulation Association (IBPSA) | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Vanessa takes personal responsibility for fostering a green workplace through sustainable work practices. She will provide energy and environmental analysis for the TIA Office Gateway project by working directly with TIA to help guide the application of sustainable best practices, including occupant wellness, energy efficiency analysis, renewable energy integration, and LEED Certification.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

CLAY WITHERSPOON // AVISON YOUNG

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME D. Clay Witherpoon

PROFESSIONAL PROFILE

| | | |
|---|----------------------------------|------------------|
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Principal - Managing Director | 6 | 17 |
| CURRENT FIRM NAME | Avison Young | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Bachelor of Science in Real Estate Florida State University - 1994 | Florida Real Estate Sales Person | |
| PROFESSIONAL AFFILIATION(S) | Westshore Alliance | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Clay Witherspoon and Kenneth Lane will be responsible for developing and executing the marketing plan, making presentations to brokerage firms, touring prospects, preparing and negotiating lease proposals, coordinating lease negotiations and working hand-in-hand with property management.

Clay joined Avison Young in 2013 as Principal and Managing Director of the Tampa office. Prior to joining Avison Young, Clay was a Managing Director for Lane Witherspoon & Carswell, and was a Principal of L&W Commercial Property Management. Clay's expertise lies in landlord representation for office buildings in the Tampa Bay market for the past 22 years. Clay's background includes leasing, acquisitions and dispositions, as well as underwriting and marketing over 1.4 million square feet of new development projects.

Prior to establishing Lane Witherspoon & Carswell, Clay was Vice President in the Tampa office of Trammell Crow Company. During his tenure at Trammell Crow, he served as the exclusive agent for such institutional owners as AMB Property Corporation, Archon Group, Clarion Partners, Great Point Investors, LaSalle Investment Management, Lend Lease, Meridian Development Group, Morgan Stanley, Principal Financial Group, RREEF, TA Associates Realty, Trammell Crow Company as well as several other private developers and investors.

Clay has received many awards including the Archon Achievement Award (1998), the CoStar Power Broker Award (9 times) and the Tampa Bay Business Journal's Largest Lease Transactions Top 10 on multiple occasions.

Clay's largest transactions include: Bristol-Myers Squibb (130,031 SF - \$36.8 Million); Centene Corporation (99,514 SF - \$21.3 Million); Alorica (45,686 SF - \$5.2 Million); Humana (41,984 SF - \$9.8 Million) & Allstate (33,486 SF - \$4.2 Million)



KEN LANE // AVISON YOUNG

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Kenneth E. Lane

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|--|----------------------------|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Principal - Managing Director | 5 | 16 |
| CURRENT FIRM NAME | Avison Young | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Bachelor of Science in Business Administration and Marketing Western Carolina University - 1990 | Florida Real Estate Broker | |
| PROFESSIONAL AFFILIATION(S) | | |
| CEO Counsel of Tampa Bay, Board Member - Tampa Chamber of Commerce and Board Member - Westshore Alliance | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Clay Witherspoon and Kenneth Lane will be responsible for developing and executing the marketing plan, making presentations to brokerage firms, touring prospects, preparing and negotiating lease proposals, coordinating lease negotiations and work hand in hand with property management.

Ken joined Avison Young in 2013 as Principal-Managing Director of the Tampa office. Prior to joining Avison Young, Ken was a Founding Member, served as the Broker of Record and as a Managing Director for Lane Witherspoon & Carswell, and is a Founding Member & Principal of L&W Commercial Property Management. He has over 21 years of experience in the Tampa Bay Commercial Real Estate Industry. Ken started his extensive career with a local developer Hogan Burt Bishop. After his initial success in the industry, Ken was hired by Trammell Crow Company as Vice President of Office Leasing. Ken specializes in landlord & tenant representation in the Tampa Bay market.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8225 17
Appendix B.5 – Page 1 of 1

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Sara Sneen

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|------------------------|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| General Manager | 8 | 20 |
| CURRENT FIRM NAME Avison Young | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> Bachelor of Science/Business Management University of Phoenix, 1999 | ACTIVE REGISTRATION(S) | |
| PROFESSIONAL AFFILIATION(S) BOMA IREM | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Sara, as General Manager, will oversee the assignment of duties and roles within the property management team. Will interact with development, leasing and the management staff to ensure all are working cohesively towards a timely completion with a quality development build. She will also be responsible for the hiring of key personnel, the startup of contracts and vendors, coordinate interior build outs, signage, keying, and coordinate property setup with accounting and lease administration.



FRANK SHELTON // AVISON YOUNG

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Frank Shelton

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|------------------------|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Chief Engineer | 8 | 20 |
| CURRENT FIRM NAME Avison Young | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> OSHA Certified EPA HVAC Technician Type 1 Certified | ACTIVE REGISTRATION(S) | |
| PROFESSIONAL AFFILIATION(S) Masterynet Technologies | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

As the Chief Engineer and Safety Manager for Avison Young, Frank is responsible for overseeing the building maintenance staff. Frank's involvement in the design and construction process will be invaluable as he will provide first-hand feedback to the design and construction process to ensure the best design for future maintenance of the property. Frank will be responsible for vetting the hiring of maintenance staff for the property prior to completion and will liason with construction for the opening and operations of all mechanical systems, interior buildouts, the setup of PMA and service contracts.



JULIUS DAVIS // VOLTAIR

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Julius Davis, P.E., LEED

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|--|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| President & CEO | 11 | 11 |
| CURRENT FIRM NAME VoltAir Consulting Engineers, Inc. | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> Bachelor Science/USF/1993/Electrical Engineering Master of Business Administration/USF/2014 | ACTIVE REGISTRATION(S) Florida P.E. #58005, Texas P.E. #102926, LEED Accredited | |
| PROFESSIONAL AFFILIATION(S) Enterprise Florida, Space Florida Board, USGBC, Greater Tampa Chamber of Commerce Bd. of Directors | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Executive Review / Overview of the entire team of engineers and project managers, ensuring quality, timeliness and serving as a point of contact for the client.



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Roland Young, P.E., LEED, CxA

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|--|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Director of Mechanical Engineering | 4 | 35 |
| CURRENT FIRM NAME | VoltAir Consulting Engineers, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Bachelor of Science/University of Florida/1982/Mechanical Engineering Master of Science/Auburn University/1986/Mechanical Engineering | Florida P.E. #9268, Texas P.E. #115179, Certified Commissioning Agent (CxA), LEED Accredited Professional | |
| PROFESSIONAL AFFILIATION(S) | American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE), American Society of Plumbing Engineers (ASPE), Florida Engineering Society, USGBE | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP
 Director of Mechanical Engineering / Oversight of Mecanical Eng. team, direct involvement with key design decisions



DANNY CELIS // VOLTAIR

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Danny Celis, P.E., LEED

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|---|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Sr. Mechanical Engineer | 4 | 13 |
| CURRENT FIRM NAME | VoltAir Consulting Engineers, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Bachelor of Science/University of Florida/2004/Mechanical Engineering | Florida P.E. #70842, LEED Accredited Professional | |
| PROFESSIONAL AFFILIATION(S) | | |
| Member, American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE) | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Sr. Mechanical Engineer / Project Manager, Key Point of Contact for client, Design oversight and key decisions



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

GERALD CRNKOVICH // VOLTAIR

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

*NOTE: This page is to be completed **once** for each Key Personnel listed in Appendix B.4.*

PERSON'S NAME Gerald Crnkovich, P.E.

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|------------------------------------|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Director of Electrical Engineering | 1 | 40 |
| CURRENT FIRM NAME | VoltAir Consulting Engineers, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Bachelor of Science/USF/1991/Electrical Engineering | Florida P.E. #42527 | |
| PROFESSIONAL AFFILIATION(S) | | |
| Member, IEEE - Institute of Electrical & Electronic Engineers | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP
 Dir. of Electrical Eng. / Oversight of Electrical Eng. team, direct involvement with key design decisions, key point of client contact.



REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No: 8226 17
 Appendix B.5 - Page 1 of 1

JOHN JENNINGS // VOLTAIR

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

*NOTE: This page is to be completed **once** for each Key Personnel listed in Appendix B.4.*

PERSON'S NAME John Jennings, RCDD

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Sr. Information Technology Designer | 2 | 22 |
| CURRENT FIRM NAME | VoltAir Consulting Engineers, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Coursework Completed/Trident College/1994 | Registered Communications Distribution Designer (RCDD) | |
| PROFESSIONAL AFFILIATION(S) | | |
| Building Industry Consulting Service International | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP
 Sr. Information Technology Designer / Design and project management for all IT scope, Coordination with all other design disciplines



ROB SHOREY // VOLTAIR

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | |
|---|---|------------------|
| PERSONNEL RESUME | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Key Personnel listed in Appendix B.4.</i> | | |
| PERSON'S NAME Rob Shorey, CPD | | |
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Sr. Plumbing & Fire Protection Designer | 3 | 25 |
| CURRENT FIRM NAME | VoltAir Consulting Engineers, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Assoc. of Applied Science/Tampa Technical Institute/1992/Commercial Engineering | Certified in Plumbing Design (CPD) #27480 | |
| PROFESSIONAL AFFILIATION(S) | | |
| American Society of Plumbing Engineers (ASPE), National Fire Protection Assoc. (NFPA), Southern Bldg. Code Congress International (SBCCI), Society of Fire Protection Engineerings (SFPE) | | |
| PROJECT ROLE | | |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP | | |
| Sr. Plumbing & Fire Protection Designer / Leadership of plumbing & fire protection design, decision-maker for key design elements | | |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 – Page 1 of 1

CHRIS MEARES // ~~K&A~~ Native Engineering, PLLC

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | |
|---|--|------------------|
| PERSONNEL RESUME | | |
| <i>NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.</i> | | |
| PERSON'S NAME Chris Meares, P.E. | | |
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Civil/Site Department Manager | <1 20 | 21 0 |
| CURRENT FIRM NAME Native Engineering, PLLC Kisinger Campo & Associates, Corp (KCA) | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> B.S.C.E./University of South Florida/1999/Civil Engineering | ACTIVE REGISTRATION(S) Professional Engineer (FL) | |
| PROFESSIONAL AFFILIATION(S) American Society of Civil Engineers (ASCE), Florida Engineering Society (FES) | | |
| PROJECT ROLE | | |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP | | |
| <p>Mr. Meares will serve as civil design project manager and engineer of record responsible for site construction elements including final grading, stormwater infrastructure, water and wastewater utilities designs and permitting, vehicular use areas outside the limits of the new parking garage, and pedestrian and bicycle connections to external sidewalks and the new multi-use recreational trail. Design shall also include stormwater infrastructure and water and wastewater utilities service connections the master utilities service systems external to the leased parcel area and vehicular connections to Commercial Real Estate Access Drive.</p> | | |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B-5 – Page 1 of 1

RICHARD TEMPLE // WALTER P. MOORE

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Richard Temple, PE

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|--|---|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Senior Principal - Structural Senior Principal-in-Charge | 39 | 1 |
| CURRENT FIRM NAME | Walter P. Moore and Associates, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Bachelors of Science / University of Nottingham / 1978 / Civil Engineering | Professional Engineer Florida #38364 and 11 other states; Florida Threshold Inspector #0150 | |
| PROFESSIONAL AFFILIATION(S) | American Concrete Institute and Florida Institute of Consulting Engineers | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Mr. Temple will be responsible for all aspects of the structural engineering design and its integration with the construction schedule. He will manage all staffing and resources to ensure that the project goals are achieved and lead the conceptual design and development of structural systems and concepts and have final authority for all management and technical decisions. He will ensure the QA program is executed throughout the project and will have final authority for the performance of the structural team.



JENNIFER SALGADO // WALTER P. MOORE

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

*NOTE: This page is to be completed **once** for each Key Personnel listed in Appendix B.4.*

PERSON'S NAME Jennifer Salgado, PE, LEED AP

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Principal - Structural Senior Project Manager | 19 | 0 |
| CURRENT FIRM NAME | Walter P. Moore and Associate, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Masters of Engineering / Univeristy of Florida / 1998 / Structural Engineering Bachelors of Science / University of Florida / 1997 / Civil Engineering | Professional Engineer Florida - #59487 LEED AP - #26992 | |
| PROFESSIONAL AFFILIATION(S) | Florida Institute of Consulting Engineers, National Society of Professional Engineers, and USGBC Florida Chapter | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP
 Ms. Salgado will serve as the Structural Engineering Project Manager. In this capacity, she will be the firm's primary contact and attend all meetings. She will direct the daily work efforts of our structural design team; manage the development of structural concepts and systems; manage, coordinate, and check the structural design documentation; and lead the structural construction administration services.



GARY SIEBEIN // SIEBEIN ASSOCIATES

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

PERSONNEL RESUME

NOTE: This page is to be completed once for each Key Personnel listed in Appendix B.4.

PERSON'S NAME Gary W. Siebein, FAIA, FASA

PROFESSIONAL PROFILE

| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
|---|--|------------------|
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Senior Principal Consultant | 37 | 9 |
| CURRENT FIRM NAME Siebein Associates, Inc. | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> M.A./University of Florida/1980/Architecture B.A./Rensselaer Polytechnic Institute/1978/Architecture B.S./Rensselaer Polytechnic Institute/1972/Building Science | ACTIVE REGISTRATION(S) Registered Architect: Florida #8846 Georgia #RA014816 NCARB #86214 | |
| PROFESSIONAL AFFILIATION(S) Fellow, American Institute of Architects Fellow, Acoustical Society of America Member, National Council of Acoustical Consultants (NCAC) Member, American Society for Testing and Materials (ASTM) Member, American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Member, National Council of Architectural Registration Boards (NCARB) | | |

PROJECT ROLE

PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP

Gary will serve as the Principal-in-Charge for the project. He will provide the design and analysis direction for the project. He will steer the acoustic design based on the Client, Owner and Design Team's preferences. He will be using advanced computer modeling and measurement systems to value engineer the glazing and building skin assemblies to reduce exterior noise produced by aircraft operations to indoor criteria levels. He will also provide quality assurance and quality control reviews of all deliverables.

Gary W. Siebein, founder of Siebein Associates, has over 37 years' extensive experience in soundscape planning and design of communities and urban areas, acoustical design of a wide variety of building types, environmental noise and assessment, human and community response to noise, and developing instrumentation for the measurement, monitoring and analysis of sounds in communities and buildings in the ways in which they are heard by people. He has completed work on over 2,000 projects worldwide for many clients including governmental agencies as well as clients in the private and public sectors. He is also a Professor Emeritus of the School of Architecture at the University of Florida where for 35 years he directed a graduate program in building and environmental acoustics. He is an international leader in acoustic and soundscape research. He has written 5 books, 16 book chapters, and over 200 technical papers and



MARILYN ROA // SIEBEIN ASSOCIATES

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust Real Estate, LLC

| | | |
|--|----------------------------|---------------------------|
| PERSONNEL RESUME | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Key Personnel listed in Appendix B.4.</i> | | |
| PERSON'S NAME Marilyn Roa | | |
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM Acoustical Consultant | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM 4 | WITH OTHER FIRMS 8 |
| CURRENT FIRM NAME Siebein Associates, Inc. | | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> Master of Architecture (2014) University of Florida. Bachelor of Architecture (2012) Florida International University | | ACTIVE REGISTRATION(S) |
| PROFESSIONAL AFFILIATION(S) Member, Acoustical Society of America Associate, American Institute of Architects | | |
| PROJECT ROLE | | |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP | | |
| <p>Marilyn will serve as the Project Manager for all phases of project management, from schematic design through construction. She will actively participate in project meetings, clearly communicating acoustical design goals and acoustical recommendations to designers, owners, user groups and project stakeholders.</p> <p>Marilyn designs creative solutions to acoustical challenges faced in more than 30 project building types. The acoustical assessment of multiple project types allows her to be involved in the acoustical design of extreme quiet background noise level for recording studios to creating graphic acoustical 3-D modeling of loud noise generating sources to determine their noise impact on buildings and the environment. By being able to determine applicable regulations and ordinances for each project type, Marilyn can interpret the acoustical measurements made on site as well as virtually on the computer models and provide recommendations that meet design criteria and provide comfortable acoustic environments.</p> <p>Marilyn's intuitive ability to visually space and sound three-dimensionally helps her have clear conversations with owners, architects, engineers, and contractors. Marilyn has been immersed in more than 190 projects during her time with Siebein Associates and is experienced in all phases of project management, from schematic design through construction. She actively participates in project meetings, clearly communicating acoustical design goals and acoustical recommendations to designers, owners, user groups and project stakeholders. Marilyn consistently applies her skills and experience to find creative acoustic solutions for her projects and excels in in providing acoustic design and analysis for critical acoustic spaces.</p> | | |



**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust

| | |
|--|------------------|
| PERSONNEL RESUME | |
| <i>NOTE: This page is to be completed <u>once</u> for each Key Personnel listed in Appendix B.4.</i> | |
| PERSON'S NAME | Hasu Doshi, P.E. |

| | | |
|--|---|------------------|
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Fire Protection Engineer / Code Consultant | 39 | 10 |
| CURRENT FIRM NAME | FSC, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| Master of Science, Mechanical Engineering University of Kansas / 1969 He is an expert at using innovative solutions while addressing fire and life safety requirements and satisfying codes. Has 49 years of experience in fire sprinkler design, fire alarm design, and code consulting services. He also acts as an expert witness and third-party reviewer of fire protection shop drawings to ensure designs meet the applicable codes. Hasu's facility experience includes: office buildings, aviation/aerospace, educational, residential, mixed-use, manufacturing, industrial, warehouse and distribution, commercial, governmental, and institutional facilities. | Professional Engineer - FL, AL, AR, CA, CO, GA, IA, ID, IL, KS, MD, MO, MS, MT, NE, NC, ND, OK, NY, PA, SC, TX, VA and WA, NCEES Certificate #47995 | |
| PROFESSIONAL AFFILIATION(S) | American Society of Mechanical Engineers (ASME), National Fire Protection Association (NFPA) | |

| |
|--|
| PROJECT ROLE |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP |
| Principal-In-Charge |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 - Page 1 of 1

**APPENDIX B.5
KEY PERSONNEL RESUME, STEP 2, PROPOSALS**

April 12, 2018

Name of Respondent submitting Response: VanTrust

| | | |
|---|------------------------------------|------------------|
| PERSONNEL RESUME | | |
| <i>NOTE: This page is to be completed <u>once</u> for each Key Personnel listed in Appendix B.4.</i> | | |
| PERSON'S NAME Ali Alaman, P.E. | | |
| PROFESSIONAL PROFILE | | |
| TITLE WITHIN CURRENT FIRM | YEARS EXPERIENCE | |
| | WITH CURRENT FIRM | WITH OTHER FIRMS |
| Code and Life Safety and Fire Protection Consultant | 13 | 15 |
| CURRENT FIRM NAME | FSC, Inc. | |
| EDUCATION <i>Degrees / School / Year / Specialization</i> | ACTIVE REGISTRATION(S) | |
| B.S. Civil Engineering / Kansas State University / 1985 Ali has more than 28 years of experience in code consulting of fire / life safety, including eight years as a plans examiner for the City of KCMO. Ali's facility experience includes: office buildings, residential, mixed-use, retail, healthcare facilities, hotels, aviation, and arena and stadiums. Ali's knowledge of code / life safety requirements has led him to be an expert in his field. His consulting experience provides clients with code strategies, applications and interpretations, alternate design methods, exit studies, inspections, and fire and smoke modeling services. | Professional Engineer - MO, KS, NE | |
| PROFESSIONAL AFFILIATION(S) | | |
| Society of Fire Protection Engineers (SFPE), International Code Council (ICC) | | |
| PROJECT ROLE | | |
| PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFP | | |
| Lead Code Consultant | | |



REQUEST FOR PROPOSALS
Gateway Development Area Office Building
Project No. 8226 17
Appendix B.5 - Page 1 of 1

EXHIBIT K - GUARANTY

GUARANTY OF AGREEMENT BETWEEN HILLSBOROUGH COUNTY AVIATION AUTHORITY, AN INDEPENDENT SPECIAL DISTRICT EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA (“AUTHORITY”) AND _____, A _____ (“COMPANY”) DATED _____, 2019.

FOR VALUE RECEIVED, in consideration for, and as an inducement to Authority entering into the Ground Lease Agreement (“Agreement”) referenced above with Company, concerning certain real property as described in said Agreement, the undersigned unconditionally guarantees to Authority and Authority’s successors and assigns under the Agreement, the timely and complete performance of the obligations of Company to construct the Company’s Improvements (as defined in the Agreement (the “Guaranteed Obligations”), all without requiring any notice of nonperformance or non-observance by Company, or proof, notice or demand to charge the undersigned therefor, all of which the undersigned hereby unconditionally and expressly waives. The undersigned unconditionally expressly agrees that the validity of this Guaranty and the obligations and covenants of the undersigned set forth herein shall in no event be terminated, modified, amended, affected or impaired by reason of the assertion by Authority against Company of any of the rights or remedies reserved to Authority pursuant to the provisions of the Agreement, or by Authority granting any indulgence or waiver or giving of additional time to Company for the performance of any of the Guaranteed Obligations, and this Guaranty shall remain in full force and effect notwithstanding any renewal, modification, amendment, extension, assignment, or holdover of the Agreement; provided, however, that this Guaranty shall terminate upon the first to occur of (1) the assignment of the Company’s interest under the Agreement to a third party approved by the Authority pursuant to the terms of the Agreement, (2) the purchase of the Company’s interest under the Agreement by the Authority, or (3) the date of issuance of a Certificate of Occupancy (as defined in the Agreement) for the Company’s Improvements. The Authority shall have no obligation to pursue any remedies against Company before enforcing this Guaranty against the undersigned, notwithstanding absence of notice to, or consent of, the undersigned, or any of them, such consent or notice being expressly and unconditionally waived. This Guaranty is a guaranty of performance and not collection.

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

Dated: _____, 2019

GUARANTOR(S):
VT GUARANTOR, LLC, a Delaware limited liability company

By: _____
Name: Javier Aldrete
Title: Vice President

Exhibit L

Appraisal Standards

BACKGROUND

The Parties have entered into this Agreement whereby Company will develop (design, build, finance) a Building of approximately 270,000 square feet, of which Authority will lease (through a separate agreement) approximately 112,000 square feet, with Authority acquiring the Building from Company at a future date (targeted as 3 years from Certificate of Occupancy). Company will lease the remaining space in the Building to market tenants, at market rates, to a stabilized occupancy level prior to sale to Authority.

Both Parties understand that the Building is being built to a higher standard than any typical "Class A" building in the Westshore market, that Authority requires numerous specific building elements that are not in a typical Class A building, and that the cost of construction is therefore higher than a typical Class A building. Examples include, but are not limited to: redundant utility services, above-standard HVAC system, above-standard floor heights, added conditioned walkways, and added foundation/structural requirements. It is further understood that these elements are of value to Authority but generally not other tenants in the Building.

The Parties have agreed that Authority will pay an initial "Buydown" in consideration of the Company's inclusion of the Authority's Buydown Improvements in the Building (See Article 8.08) during construction of Company's Improvements, which represents the cost, plus appropriate mark-up, of the amount the project budget exceeds an otherwise typical Class A project budget without the additional improvements required by the Authority. The Parties agree that this compensates Company for the "value" of the additional improvements.

It is the intention of both parties that Company receives a fair compensation for Company's Interest, Authority pays no more than fair market value (at the time of the sale) for Company's Interest, and Authority does not pay for the additional improvements twice.

Since the Authority is paying the Buydown separately, the Authority's rent for occupancy of the Building will be determined in the same manner as that of any other tenant, and will be reflective of a Class A building in the Westshore market without the additional improvements. Given that the Building rent roll will reflect a typical Class A building in the Westshore market, and that Authority will have already paid for the value of the additional improvements, any valuation of the future market value should be based on the income capitalization approach to match the intent of this Agreement.

The parties have further agreed that the appraiser shall value the Company's Interest using an income based approach by applying a capitalization rate of no less than 7.00% and no greater than 8.00% to in-place net operating income to reach its valuation. The appraiser shall determine the exact capitalization rate, within such limits, to be used in its valuation based upon recognized standards for appraisals and after consideration of capitalization rates for other Class A office buildings within the Tampa Bay area.

SCOPE OF WORK

The appraiser will provide an appraisal and produce a written narrative Appraisal Report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). At a minimum, the appraiser must:

1. Adequately describe the characteristics of the Company's Interest being appraised.
2. Inspect the neighborhood and local area.
3. Conduct adequate analysis and develop a supported determination of highest and best use.
4. Adequately describe and analyze all relevant market data and activity as of the date of value.
5. Inspect, research, analyze, and verify comparable sales and/or leases.
6. Appraise the then-current fair market value of the Company's Interest, as defined in Article 55.01.
7. Report the appraiser's analysis, opinions, and conclusions in the Appraisal Report.

The Appraisal Report must include a plat or sketch of the Premises. The Appraisal Report must also include adequate photographs and location maps of the subject Premises and of the comparable sales.

Client/Intended Users

The client is the Authority and/or Company. The Authority and Company are the intended users and will rely on the appraisal and Appraisal Report to document the then-current fair market value of Company's Interest.

Intended Use and Purpose

The intended use of the appraisal is to determine the then-current fair market value of Company's Interest.

Market Value

The appraiser will estimate then-current market value using the following USPAP definition:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms or financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Assumptions and Limiting Conditions

The appraiser shall state all relevant assumptions and limiting conditions including those found in this Agreement and this Exhibit L.

Prior Services and Competency

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the property to be appraised in the three years before the date of the appraisal. These services include valuation, consulting, property management brokerage or any other services. Any such services shall be disclosed prior to beginning the assignment, and if approved to continue, in the Appraisal Report.

Under USPAP, appraisers are required to possess the necessary competence to produce credible results in their appraisal report. The appraiser must possess specific competency and experience with regard to the valuation of airport property, and make an affirmative statement to that effect in the Appraisal Report.