

LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION

PETER O. KNIGHT AIRPORT

and

PLANT CITY AIRPORT

ATLAS AVIATION TAMPA, INC.

EFFECTIVE DATE: _____

COMMENCEMENT DATE: _____

PREPARED BY:
HILLSBOROUGH COUNTY AVIATION AUTHORITY
REAL ESTATE DEPARTMENT
ATTN: REBECCA WATERMAN
TAMPA INTERNATIONAL AIRPORT
P.O. Box 22287
TAMPA, FL 33622

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**LEASE AND LICENSE AGREEMENT
FOR COMMERCIAL FIXED BASE OPERATION
PETER O. KNIGHT AIRPORT and PLANT CITY AIRPORT**

THIS LEASE AND LICENSE AGREEMENT FOR COMMERCIAL FIXED BASE OPERATION is made and entered into 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, with its office and principal place of business at Tampa International Airport, in Hillsborough County, Florida, whose address is Post Office Box 22287, Tampa, Florida 33622 (Authority) and Atlas Aviation Tampa, Inc., a corporation organized and existing under the laws of the State of Florida, with its office and principal place of business at 825 Seavern Avenue, Tampa, Florida 33606 (Company) (individually and collectively referred to as Party or Parties).

WITNESSETH

WHEREAS, Authority controls, operates and maintains an airport in Hillsborough County, Florida, known as Peter O. Knight Airport (TPF); and

WHEREAS, Authority controls, operates and maintains an airport in Hillsborough County, Florida, known as Plant City Airport (PCM); and

WHEREAS, the availability and conduct of quality full service FBO services, as hereinafter set forth, are necessary to the operations of the Airports for public General Aviation purposes and promotion of air commerce, and Authority desires to enter into this Lease and License Agreement for Commercial Fixed Base Operation (Agreement) with a qualified, experienced FBO to provide necessary General Aviation services and related fixed base operations at the Airports; and

WHEREAS, Company agrees to operate first class, full service fixed base operations, facilities, and fuel farms on the Premises described in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency whereof are hereby mutually acknowledged, and other valuable consideration including the mutual covenants and promises hereinafter contained, the Parties enter into this Agreement and agree as follows:

**ARTICLE 1
DEFINITIONS**

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

- 1.01 Aeronautical Activity – Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft; any activity that contributes to, or is required for the safety of such operations; or any activity that has a direct relationship to the operation of Aircraft.
- 1.02 Aircraft – Any contrivance designed, invented, or used for powered or nonpowered flight in the air. For the purpose of this definition, an ultralight vehicle is not included.
- 1.03 Airports – Collectively TPF and PCM. Includes Authority-owned land, including Premises.
- 1.04 Authority Representative – Authority Chief Executive Officer or such other person that Authority designates by written notice delivered to Company.
- 1.05 CEO – The Hillsborough County Aviation Authority Chief Executive Officer.
- 1.06 Commercial Aeronautical Operator (CAO) – A person or company that, for compensation or hire, engages in, runs, involves, makes possible, or is required for an Aeronautical Activity. Types of CAOs include, but are not limited to, FBOs or SASOs for which compensation is received.
- 1.07 Common Areas – Interior public areas that are used in common with others and that are not able to be exclusively leased, including lobbies and pilot’s lounge(s).
- 1.08 Common Use Areas – The vehicle public/employee parking areas and equipment parking areas assigned by Authority, subject to Authority Rules and Regulations and procedures as to use. Includes runways, ramps, taxiways, and other Aircraft movement areas.
- 1.09 Community Events – The public events held at the Airports for the purpose of maintaining positive Airport-community relations. All Community Events are subject to Authority approval.
- 1.10 Company – Will also mean “Fixed Base Operator” as defined herein and in the Minimum Standards.
- 1.11 Company’s Improvements – A building, hangar, or other structure erected by Company after receiving written approval from Authority, including all of the improvements required to support the building, hangar, or structure, including, but not limited to, drives, parking areas, sidewalks, landscaping, utility connections, truck docks, aircraft apron, and taxilanes.
- 1.12 Company’s Premises – The portion of the Premises that Company is leasing pursuant to the terms of this Agreement. Includes Company’s Improvements, if any. Authority hereby

agrees to lease to Company and Company hereby agrees to lease from Authority real property consisting of:

1.12(a) Real Property at TPF:

1,421 square feet of office space in the Terminal Building (Building 3000 / formerly known as Building K), more specifically Offices 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 115, 121, and 122; and

837 square feet of office space in the Admin / Annex Building (Building 2800 / formerly known as Building L), more specifically Offices 101, 102, 106, 107, 109, and 111; and

Up to 7,500 square feet of hangar space in either Hangar 5400 or 3400 (formerly known as Hangars B and C, respectively), as agreed to by the Parties, subject to Article 6.01(C)(1)(d); and

Building 5200 – also known as the shed.

The location of the above real property is more specifically depicted on Exhibit B-1, Premises – Peter O. Knight Airport, attached hereto and by this reference made a part hereof. The location of the above office space is more specifically depicted on Exhibit B-1(a), Company's Premises – Peter O. Knight Airport, attached hereto and by this reference made a part hereof.

1.12(b) Real Property at PCM:

738 square feet of office space in the Terminal Building (Building 4200), more specifically Offices 109, 112, 113, 114, 115, 116, 117, 120, and 121; and

1,200 square feet of office space located in the southern region of Building 5000 (formerly known as Hangar B), and more specifically depicted on Exhibit B-2(b), Company's Premises – Building 5000 – Plant City Airport, attached hereto and by this reference made a part hereof; and

1,640 square feet of storage / shop space located in the northern region of Building 5000 (formerly known as Hangar B), and more specifically depicted on Exhibit B-2(b), Company's Premises – Building 5000 – Plant City Airport; and

5,000 square feet of hangar space located in the northern region near the aforementioned storage / shop space in Building 5000 (formerly known as Hangar

B), and more specifically depicted on Exhibit B-2(b), Company's Premises – Building 5000 – Plant City Airport.

The location of the above real property is more specifically depicted on Exhibit B-2, Premises – Plant City Airport, attached hereto and by this reference made a part hereof. The location of the above office space is more specifically depicted on Exhibit B-2(a), Company's Premises – Plant City Airport, attached hereto and by this reference made a part hereof. The location of the office space and hangar space in Building 5000 is more specifically depicted on Exhibit B-2(b), Company's Premises – Building 5000 – Plant City Airport.

- 1.13 Core Services – Those Aeronautical Activities, as described in the Minimum Standards, that must be provided to Airports' General Aviation patrons by Company and cannot be assigned or subleased.
- 1.14 Federal Aviation Administration (FAA) – The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- 1.15 Fixed Base Operator (FBO) – A CAO granted the right by the Authority through an agreement to operate on the Airports in order to provide Core Services along with required other services as described in the Minimum Standards.
- 1.16 Fuel Flowage Fee – The assessment on aviation fuel including, but not limited to, aviation gasoline (avgas) and jet fuel delivered to Company. The Fuel Flowage Fee is consistent with Authority policy for charging each user of the Airports, including Company, and is assessed to recover the costs of maintaining and operating the Airports.
- 1.17 General Aviation – The operation of civilian Aircraft for purposes other than commercial passenger transport, including personal, business, and instructional flying. The Aircraft flown for these purposes.
- 1.18 General Manager – Company's General Manager, Mike Quinn, as submitted in Company's Response to the Request for Qualifications (RFQ) for Fixed Base Operator for Peter O. Knight and Plant City Airports, RFQ No. 18-534-045, dated August 9, 2018. If the General Manager is replaced, the replacement candidate must meet or exceed the qualifications as outlined in the Minimum Standards. Authority reserves the right to approve Company's General Manager and any replacement.
- 1.19 Gross Hangar and Tie-Down Rental Receipts – Will be construed to mean the aggregate dollar amount (less sales tax) of all hangar and tie-down rental sales of every kind and nature, whether the proceeds of such sales are in the form of cash, credit, exchange of goods, wares, merchandise, services and storage, valued at the fair market value rental

rate. Business expenses such as credit card processing fees, administration costs, or other similar expenditures, are not to be netted from the aggregate dollar amount used to calculate the Authority monthly revenue percentage.

- 1.20 Hangar and Tie-Down Space Rent – The collective rents as described more fully in Articles 6.01(F)(1) and 6(F)(2).
- 1.21 Management Team – Company’s General Manager, line service manager, and maintenance manager. The Management Team must be able to pass a comprehensive background check and have the ability to acquire and maintain security badging at a Part 139 airport.
- 1.22 Minimum Standards – The Minimum Standards for Commercial Aeronautical Activities for General Aviation Airports, adopted November 6, 2003 and revised September 7, 2017, as may be amended from time to time, and which is attached hereto as Exhibit A-1 and by this reference made a part hereof. Upon amendment of Minimum Standards, a revised Exhibit A-1 will be made part of this Agreement without formal amendment to this Agreement.
- 1.23 Premises – Real property as described in Article 2.01, Premises, and depicted on Exhibit B-1 and Exhibit B-2. Includes fuel farms, Company’s Premises, Hangars, Tie-Downs, Common Areas, and Common Use Areas.
- 1.24 Private Events – Events not open to the public, including, but not limited to, weddings, conferences, and other events held at the Airports. Events held as part of Company’s obligations as set forth in Article 5 will not be considered Private Events. All Private Events are subject to Authority approval.
- 1.25 Private Events Rental Receipts – Will be construed to mean the aggregate dollar amount (less sales tax) of all Private Events revenue and sales of every kind and nature, whether the proceeds of such revenue or sales are in the form of cash, credit, exchange of goods, wares, merchandise, services and storage, valued at the fair market value. Business expenses such as credit card processing fees, administration costs, or other similar expenditures, are not to be netted from the aggregate dollar amount used to calculate the Authority revenue percentage.
- 1.26 Public Service Hours – The hours FBO or CAO are open to the public, which will include, at a minimum, the following:
 - 1.25(a) Core Services: Seven days a week, twelve (12) hours a day, as agreed to by Authority and Company. Exceptions may be made upon Authority approval. At all

other times, one person must be available, on call, who will respond on-site, if necessary, to customer inquiries and Authority concerns.

1.25(b) Required Other Services: Five days a week, eight hours a day, or as approved by Authority.

1.27 Rents – Fuel Flowage Fee, Fuel Farm Rental, Company’s Premises Rent – TPF, Company’s Premises Rent – PCM, Automobile Rents, Hangar and Tie-Down Space Rent, Utilities Rent, Private Events Rent, and Electricity Rent, as more fully described in Article 6, Rents and Fees.

1.28 Required Other Services – Services that are required to be performed at Airports. Company may perform Required Other Services or subcontract the performance of these services to a qualified, stable CAO with the prior written consent of Authority and under a written subcontractor agreement approved by Authority.

1.29 Rules and Regulations – Authority Rules and Regulations for Peter O. Knight Airport, Plant City Airport, and Tampa Executive Airport, dated March 9, 2017, as may be amended from time to time, which is attached hereto as Exhibit A-2 and incorporated herein. Upon amendment of the Rules and Regulations, a revised Exhibit A-2 will be made part of this Agreement without formal amendment to this Agreement.

1.30 Specialized Aviation Service Operator (SASO) – A CAO offering one or more Aeronautical Activity other than Core Services.

ARTICLE 2

PREMISES

2.01 Premises

It is the intention of the Parties that the Premises is located in an area designated as an aviation area on the airport layout plan at a public airport, as more particularly defined in Florida Statute Section 332.004, and the Company is performing a governmental, municipal, or public purpose or function, as more particularly defined in Florida Statute Section 196.012.

A. At TPF:

Terminal Building (Building 3000 / formerly known as Building K);

Admin / Annex Building (Building 2800 / formerly known as Building L);

All hangars;

Tie-down areas – presently consisting of 42 fixed wing tie-downs and 3 helicopter tie-downs;

Building 5200 – also known as the shed; and

The fuel farm.

The location of the above buildings, hangars, tie-down areas, and fuel farm are more specifically depicted on Exhibit B-1, Premises – Peter O. Knight Airport.

B. At PCM:

Terminal Building (Building 4200);

All hangars;

Tie-down areas, presently consisting of 53 fixed wing tie-downs; and

The fuel farms.

The location of the above buildings, hangars, tie-down areas, and fuel farms are more specifically depicted on Exhibit B-2, Premises – Plant City Airport.

2.02 Furnishings, Furniture, and Fixtures

Authority will make available at no cost to Company the items listed on Exhibit C, Authority Inventory at Peter O. Knight Airport and Plant City Airport, as may be amended from time to time, which is attached hereto and made a part hereof. Company will maintain Authority inventory at no cost to Authority. Authority inventory listed on Exhibit C remain the property of the Authority.

Company will, without cost to Authority, furnish all other furniture, fixtures, draperies, and equipment necessary to conduct its FBO operations in a first class manner (hereinafter collectively referred to as Company Supplied Furnishings). All Company Supplied Furnishings will be high quality, safe, fire resistant, and attractive in appearance. Written approval by the Authority's CEO or designee is required prior to installation of Company Supplied Furnishings, which approval will not be unreasonably withheld. Company will have the right to grant security interests, liens or encumbrances against Company Supplied Furnishings for the sole purpose of purchasing Company Supplied Furnishings.

ARTICLE 3
PRIVILEGES, USES, EXCLUSIONS AND SERVICES

Company will enjoy the following nonexclusive rights on the Airports subject to the conditions provided in this Agreement:

3.01 Privileges and Uses

- A. The use, in common with other duly authorized users, of the Common Areas and Common Use Areas of the Airports, consisting of roadways, runways, taxiways, all aids to air navigation for the Airports, and all public areas of the Airports;
- B. The right to operate a fuel farm at each Airport;
- C. The right to use of the Premises for the conduct of a General Aviation FBO;
- D. The loading and unloading of Aircraft engaged in any lawful aviation activities;
- E. The maintenance, storing, and servicing of Aircraft, including the overhauling, repairing, rebuilding, inspection, and licensing of the same;
- F. The purchasing and sales of Aircraft parts, equipment, accessories, and merchandise;
- G. The right to maintain a business of buying and selling new and/or used Aircraft, parts, and accessories;
- H. The sale and into-plane delivery of Aircraft fuels, lubricants, and propellants at the Premises and at the Airports at such locations as designated by Authority and as set forth in writing from Authority to Company. The sale of said fuels, lubricants, and propellants at said locations will include the right to use vehicles necessary for the fueling of Aircraft;
- I. The sale of aviation products and merchandise incidental to General Aviation activities;
- J. Flight instruction;
- K. The rental of Aircraft;
- L. The operation of air taxi and charter services for the transportation of passengers, cargo and mail, including handling on the Airports of air taxi and charter services of others;
- M. The operation and sale of aerial survey, photography, and mapping services;
- N. The operation of SASO, including, but not limited to, paint, radio, propellers, instruments, accessories, and upholstery shops;

- O. The operation of facilities and improvements upon the Airports for the purpose of carrying out any of the activities provided for herein, subject to the terms and conditions of this Agreement;
- P. The right to provide automobile rentals for Airport users; and
- Q. The right to provide food and beverage vending machines in locations mutually agreed upon by Company and Authority at the Airports.

No other business activity is authorized herein unless approved in writing, in advance, by Authority Representative.

3.02 General Aviation Commercial Aeronautical Operations to be Provided by Company

Company has made specific commitments in this Agreement as to levels and quality of service in this Agreement. To ensure these commitments are diligently pursued, Authority may periodically evaluate the performance of Company. If Authority determines that Company is not fulfilling its commitments under this Agreement, Authority will notify Company in writing of said service or quality deficiencies and Company will have thirty (30) days from receipt of such notice to correct said deficiencies. Failure to correct said deficiencies will be an event of default.

As part of the consideration hereunder, Company will perform the following:

- A. Core Services
 - 1. Tie-down and hangar storage for General Aviation Aircraft;
 - 2. Sale and "into plane" dispensing of aviation gasoline (avgas), jet fuel, oils, and lubricants of kinds customarily sold of sufficient ratings, grades, quality and quantity to adequately meet the demand thereof to General Aviation Aircraft users;
 - 3. Adequate ramp service for General Aviation Aircraft users, as defined in the Minimum Standards; and
 - 4. Operation of a fuel farm facility for the storage, handling and delivery of avgas and jet fuel.
- B. Required Other Services
 - 1. Maintenance, repair, and servicing of General Aviation Aircraft and Aircraft engines and parts by a qualified mechanic;
 - 2. Maintenance of adequate inventory of the necessary Aircraft parts and accessories to maintain, repair and service General Aviation Aircraft;

3. Flight training with a certified flight instructor and at least two airworthy owned or leased Aircraft, including at least one Aircraft suitable for instrument flight instruction;
4. Aircraft rental with at least two airworthy owned or leased Aircraft, including at least one Aircraft suitable for instrument flight operation;
5. Emergency service to disabled General Aviation Aircraft, including towing and transporting disabled Aircraft at the request of the owner or operator of the Aircraft or Authority;
6. Flight planning and flight services facilities equipped with direct telephone communication to an FAA flight service station, local navigation charts, flight planning materials, and weather information available during Public Service Hours; and
7. Courtesy transportation providing passenger transportation service between Airports and reasonable nearby destinations.

C. Permitted Services

Company may, but is not required to, provide the following services. If Company chooses to provide the following permitted services, Company may provide the services itself or, upon prior written approval of Authority, contract with a competent CAO under a written agreement approved by the Authority:

1. Sale of new or used Aircraft.
2. Operation of non-scheduled, air taxi, air ambulance and charter transportation of passengers, cargo, and mail.

Non-scheduled air charters for transporting passengers, cargo, and mail, including air ambulance, will be conducted in accordance with and certificated under Federal Aviation Regulations (FAR) Part 135 and amendments thereto and all other applicable rules and regulations.

Company or CAO offering non-scheduled air charter for transporting passengers will also provide services and equipment for servicing passengers and for handling freight, luggage, and ticketing. Company or CAO will make available ground transportation for transient patrons.

3. Operation of specialized commercial flying service such as aerial survey, photography, sightseeing, and mapping services.

4. Operation of specialized Aircraft repair service such as paint shop, radio, propellers, instruments, and accessories.
5. Sale of convenience foods, amenities, and non-alcoholic beverages incidental to FBO activities.
6. Sale of merchandise incidental to FBO activities.

D. Public Service Hours

The hours FBO or CAO are open to the public, which will include, at a minimum, the following:

1. Core Services: Seven days a week, twelve hours a day, as agreed to by Authority and Company. Exceptions may be made upon Authority approval. At all other times, one person must be available, on call, who will respond on-site, if necessary, to customer inquiries and Authority concerns.
2. Required Other Services: Five days a week, eight hours a day, or as approved by Authority.

E. Minimum Management and Staffing Standards

1. The activities of Company will be supervised by a full time General Manager who will be responsible for Company adhering to the Minimum Standards and the terms of this Agreement. The General Manager will provide adequate on-site management at both Airports.
2. Company will provide, at a minimum, sufficient staff to fill the Management Team.
3. All Company staff will be trained and qualified to perform the duties for which they are employed.
4. All Company staff will wear uniforms and protective clothing and equipment, as appropriate.

F. Operational Documentation

Company will obtain and maintain all appropriate licenses, waivers and permits from required federal, state and local jurisdictional agencies in regard to the legal and safe operation of its business activity at the Airports prior to commencement of any operations at the Airports. Said documentation will be provided to Authority upon request.

ARTICLE 4

TERM

4.01 **Effective Date**

This Agreement will become effective upon execution by Company and approval and execution by Authority (Effective Date).

4.02 **Term**

The Term of this Agreement commences March 1, 2019 (Commencement Date) and terminates February 28, 2029, unless terminated earlier as provided herein.

4.03 **Renewal Option Period**

If Company is not in default of any terms of this Agreement or in the payment of any Rents, fees, or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for one, ten year period (Renewal Option) upon written request by Company at least 180 days prior to Agreement's original termination date and written approval by Authority Representative, whose approval will not be unreasonably withheld. Such renewal will be effective by letter without formal amendment to this Agreement. If such renewal option is requested by Company and approved by Authority Representative, this Agreement will have a final termination date of February 28, 2039.

ARTICLE 5

OBLIGATIONS OF COMPANY

Company covenants and agrees that:

- A. Company will abide by all Minimum Standards, as may be amended from time to time and as attached hereto as Exhibit A-1;
- B. Company will abide by all Rules and Regulations, as may be amended from time to time and as attached hereto as Exhibit A-2;
- C. The use and occupancy of Airports by Company will be without cost or expense to Authority except as otherwise provided herein;
- D. Company will, at all times, furnish courteous, prompt and efficient commercial aviation operations and services adequate to meet the reasonable demands for such services at the Airports and to furnish said services on a fair, equal and non-discriminatory basis to all users thereof, and to charge fair, reasonable, and non-discriminatory rentals and prices for each unit of sale or service;

- E. At its own expense, to provide for the general upkeep of the Premises and appurtenances thereto, as described herein, and to maintain the Premises in a presentable condition consistent with good business practice beginning on the Commencement Date, normal wear and tear excepted;
- F. At its own expense, to provide first-class janitorial services at the Common Areas and Premises of the Airports as outlined in Exhibit E, to the satisfaction of the Authority. In the event of a deficiency in the janitorial services, Authority will give Company written notice of the deficiency, which deficiency Company will remedy within 48 hours of the date of such notice;
- G. Company will procure and keep in force during the term of this Agreement all necessary occupational licenses and permits as are required by law for the operation of Company's business at the Airports and for upkeep of the Premises;
- H. Company agrees to prevent the accumulation of materials, parts, or other materials on the Airports;
- I. Company will conduct its business in a proper and first-class manner at all times. Company further agrees to operate in harmony with others on the Airports and will at all times operate with safety and concern for others;
- J. Company will, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to its customers and to the public. Company will, within reason, control the conduct, demeanor, and appearance of its employees, invitees, and of those doing business with Company and, upon objection from Authority concerning the conduct, demeanor, or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection;
- K. Company will market and solicit tenants for hangar occupancy;
- L. Company will invoice and collect rental fees from tenants;
- M. Company will recover delinquent rental fees from tenants;
- N. Company will provide Aircraft pull out/in service during normal business hours, as defined in Article 3.02(D), upon customer's request;
- O. Company will be responsible for marketing the Airports', including the FBOs', facilities and services;

- P. Company will promote and host at least one annual Community Event at each Airport;
- Q. Company will host one tenant meeting per quarter at each Airport or as determined to be necessary by Authority;
- R. Company will host one tenant appreciation event per year at each Airport;
- S. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about the Airports will not be permitted. Company will ensure all waste, garbage, and rubbish is removed from Premises and Common Areas. Further, Company agrees not to deposit said waste on any part of the Airports, except in connection with collection or removal. Said waste will be placed in a location and container approved by Authority and consistent with governing jurisdictional agencies' code criteria;
- T. Company will neither cause or create nor permit to be caused or created upon the Airports 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;
- U. Company will use the paved areas according to the specifications and planned use for such areas and will prohibit its employees, agents or sublessees from exceeding the planned use or from placing excessive loads on paved areas at the Airports. Company will be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading;
- V. Company will not keep or store flammable liquids, or allow any such liquids to be stored, 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, properly labeled, and stored in safety containers of a type approved by the Underwriters Laboratories;
- W. Company will provide frequency protection within the aviation air/ground Very High Frequency (VHF) frequency band and the Ultra High Frequency (UHF) frequency band in accordance with restrictions promulgated by the FAA for the vicinity of the FAA Remote Communications Outlet or aids to air navigation;
- X. Company accepts all Premises in its present condition, except as otherwise stated, and without expense to Authority;

- Y. Hangar doors are to be kept closed and secured at all times, except when moving Aircraft, working on Aircraft, when Aircraft is away from the hangar for a short time or some other justifiable reason, and at no time will doors be left open after Public Service Hours;
- Z. Airport access points and gates are to be kept closed and secured at all times, and at no time will access points and gates be left open after Public Service Hours;
- AA. Company will ensure that the electric current is not used excessively; and
- BB. Company will exercise reasonable care to keep oil, grease, and all other such lubricants off all surfaces.

ARTICLE 6
RENTS AND FEES

6.01 Company will pay to Authority the following Rents and Fees:

A. Fuel Flowage Fee:

Company cannot charge a fee for the use of either Airport. Company may only charge for the sale or provision of the goods and services authorized under this Agreement and actually provided. This does not preclude the Company from charging a reasonable ramp fee.

Authority will impose a Fuel Flowage Fee on aviation fuel delivered to Company.

1. Description:

Company will pay to Authority a Fuel Flowage Fee at the then current rate on all fuel delivered each month to the Airports for the purpose of dispensing into Aircraft. The Fuel Flowage Fee applies to fuel delivered to each Airport, and Company will pay to Authority the corresponding Fuel Flowage Fee for each Airport. Fuel Flowage Fees are subject to adjustment as specified below.

2. Payment Due:

Company will remit Fuel Flowage Fees, without demand and without invoice, on the 10th day of the month after the month in which the Aircraft fuels are received by Company and Company will provide to Authority along with its payment a report of all deliveries of aviation fuel for the preceding month.

3. Fee Adjustment:

Fuel Flowage Fees are subject to change by Authority from time to time. Any increase will be at the sole discretion of Authority, and any changes that are made in the Fuel Flowage Fee will be set out in writing to Company, without formal amendment to this Agreement, with the effective date thereof.

B. Fuel Farm Rental:

Company will pay to Authority a fee for the utilization of the fuel farm (Fuel Farm Rental) at each Airport.

1. Description – Fuel Farm Rental at TPF:

Fuel Farm Rental at TPF will be a minimum of \$800 per month (Minimum Monthly Fuel Farm Fee – TPF) or \$.05 per gallon (Fuel Farm Cost Per Gallon – TPF), whichever is greater, plus applicable taxes, on all Aircraft fuel delivered each month to TPF.

2. Description – Fuel Farm Rental at PCM:

a. Effective on the Commencement Date until the first anniversary of the Commencement Date, Company will pay Authority an annual Fuel Farm Rental of \$6,000.00, plus applicable taxes, payable in monthly installments of \$500.00.

b. Effective on the first anniversary of the Commencement Date until the termination of this Agreement, Fuel Farm Rental at PCM will be a minimum of \$500 per month (Minimum Monthly Fuel Farm Fee – PCM) or \$.05 per gallon (Fuel Farm Cost Per Gallon - PCM), whichever is greater, plus applicable taxes, on all Aircraft fuel delivered each month to PCM.

3. Payment Due:

Fuel Farm Rental will be remitted, in advance and without demand, on the 1st day of the month after the month in which the fuel has been delivered to the fuel farms at TPF and PCM. If the amount due to Authority using the cost per gallon calculation is greater than the minimum monthly fee, Company will pay to Authority the difference no later than the 10th of the month.

4. Annual Rent Adjustment:

Fuel Farm Rental at TPF will increase by 2.15% on the anniversary of the Commencement Date each year during the initial term of this Agreement.

Effective on the second anniversary of the Commencement Date, Fuel Farm Rental at PCM will increase by 2.15% on the anniversary of the Commencement Date each year during the initial term of this Agreement.

The 2.15% adjustment is to the Minimum Monthly Fuel Farm Fee – TPF and Minimum Monthly Fuel Farm Fee – PCM. It is not to the Fuel Farm Cost Per Gallon – TPF or the Fuel Farm Cost Per Gallon – PCM.

5. Rent Adjustment at Renewal Option:

Notwithstanding the foregoing, if the Renewal Option is exercised by Company and approved by Authority Representative, Fuel Farm Rentals will be adjusted in accordance with Authority rental rate policy. Such Fuel Farm Rentals rate adjustment will be effective by written notice from Authority Representative to Company without formal amendment to this Agreement.

C. Company's Premises Rent – TPF:

Company will pay to Authority a fee for Company's use and occupancy of Company's Premises at TPF (Company's Premises Rent – TPF).

1. Company's Premises Rent – TPF Rates:

Company will pay Authority an initial annual Company's Premises Rent – TPF of \$37,193.60, payable in monthly installments of \$3,099.46, plus applicable taxes, calculated as follows:

- a. 1,420 square feet of office space in the Terminal Building at the rate of \$16.00 per square foot per year for an annual payment of \$22,720.00, payable in monthly installments of \$1,893.33;
- b. 837 square feet of office space in the Admin / Annex Building at the rate of \$16.00 per square foot per year for an annual payment of \$13,392.00, payable in monthly installments of \$1,116.00.
- c. Building 5200 (also known as the shed) at an annual rate of \$1,069.60, payable in monthly installments of \$89.13; and

d. Up to 7,500 square feet of hangar space in either Hangar 5400 or 3400 (formerly known as Hangars B and Hangar C respectively) for Company's storage or maintenance of Aircraft owned by Company, at the annual payment of \$12.00, payable in monthly installments of \$1.00. If Company leases any portion of the hangar(s) to a tenant, said income to Company will be included in the definition of Gross Hangar and Tie-Down Rental Receipts and the associated Rents will be remitted to Authority pursuant to Article 6.01(F).

2. Payment Due:

Company's Premises Rent – TPF is due on or before the 1st day of the month in advance and without demand.

3. Annual Rent Adjustment:

Company's Premises Rent – TPF will increase by 2.15% on the anniversary of the Commencement Date each year during the initial term of this Agreement.

4. Rent Adjustment at Renewal Option:

Notwithstanding the foregoing, if the Renewal Option is exercised by Company and approved by Authority Representative, Company's Premises Rent – TPF will be adjusted to fair market value in accordance with Authority rental rate policy, provided, however, that in no event will the annual Company's Premises Rent – TPF be reduced from the rental rate established for the preceding year. Such rate adjustment will be effective by written notice from Authority to Company without formal amendment to this Agreement.

5. Rent Credit:

During the months of March 2019, April 2019, and May 2019 only, Authority will provide Company a rent credit of \$1,000.00 per month, consisting of \$855.00 for janitorial services at TPF, and \$145.00 for monthly increase in liability insurance premiums. This rent credit will be applied directly against any fees due to Authority for these months. No credit will be given if Company fails to fully and completely perform janitorial services or any other services under this Agreement.

D. Company's Premises Rent – PCM:

Company will pay to Authority a fee for Company's use and occupancy of Company's Premises located at PCM (Company's Premises Rent – PCM).

1. Company's Premises Rent – PCM Rates:

- a. Company will pay Authority an initial annual Company's Premises Rent – PCM of \$8,283.00, payable in monthly installments of \$690.25, plus applicable taxes (Initial Company's Premises Rent – PCM).
- b. Effective on the first anniversary of the Commencement Date, Company will pay Authority an annual Company's Premises Rent – PCM of \$19,321.62, payable in monthly installments of \$1,610.14, plus applicable taxes (Company's Premises Rent – PCM), calculated as follows:
 - i. 738 square feet of office area in the Terminal Building (Building 4200) at the rate of \$11.69 per square foot per year for an annual payment of \$8,627.22, payable in monthly installments of \$718.94;
 - ii. 1,200 square feet of office area located in the southern region of Building 5000 and shown on Exhibit B-2 at the rate of \$5.95 per square foot per year for an annual payment of \$7,140.00, payable in monthly installments of \$595.00;
 - iii. 1,640 square feet of storage / shop space located in Building 5000 at the rate of \$2.16 per square foot per year for an annual payment of \$3,542.40, payable in monthly installments of \$295.20;
 - iv. 5,000 square feet of hangar space in Building 5000, formerly known as Hangar B, at an annual payment of \$12.00, payable in monthly installments of \$1.00.

2. Payment Due:

Company's Premises Rent – PCM is due on or before the 1st day of the month in advance and without demand.

3. Annual Rent Adjustment:

Effective on the second anniversary of the Commencement Date, Company's Premises Rent – PCM will increase by 2.15% each year on the anniversary of the Commencement Date during the initial term of this Agreement.

4. Rent Adjustment at Renewal Option:

Notwithstanding the foregoing, if the Renewal Option is exercised by Company and approved by Authority Representative, Company's Premises Rent – PCM will be adjusted to fair market value in accordance with Authority rental rate policy, provided, however, that in no event will the annual Company's Premises Rent – PCM be reduced from the rental rate established for the preceding year. Such rate adjustment will be effective by written notice from Authority to Company without formal amendment to this Agreement.

E. Automobile Rental:

1. Description:

Company will pay to Authority 10% of gross proceeds from automobile rentals at PCM and TPF (Automobile Rents). Gross proceeds will be construed to mean the aggregate dollar amount (less sales tax) of all automobile rentals of every kind and nature, whether the proceeds of such rentals are in the form of cash, credit, exchange of goods, wares, merchandise, services and storage, valued at the fair market value rental rate.

2. Payment Due:

Said Automobile Rents will be remitted, without demand and without invoice, on the 10th day of the month after the month in which gross proceeds from automobile rentals are received by Company.

F. Hangar and Tie-Down Space Rent:

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

by August 1 each year to determine the market value which will go into effect on October 1 of that year. If Company and Authority cannot agree on the market value, Authority will make the final determination.

Rent is the only fee that Company may charge to a hangar and tie-down tenant as a direct result of such tenant's occupancy of the hangar or tie-down. No line item assessments for such things as electric service, insurance, water or other fees Company may be obligated to pay, except sales tax, may be shown on tenants' invoices or rental agreements.

1. Description – Hangar and Tie-Down Space Rent at TPF:

Company will pay Authority a monthly Hangar and Tie-down Space Rent of 60% of the Gross Hangar and Tie-Down Rental Receipts from operation of the hangars and tie-downs at TPF.

2. Description – Hangar and Tie-Down Space Rent at PCM:

a. Effective on the Commencement Date until the first anniversary of the Commencement Date, Company will pay Authority an annual Hangar and Tie-Down Space Rent of \$130,484.52, payable in monthly installments of \$10,873.71.

b. , on the first anniversary of the Commencement Date until the termination of this Agreement, Company will pay Authority a monthly Hangar and Tie-Down Rent of 50% of the Gross Hangar and Tie-Down Rental Receipts from operation of the hangars and tie-downs at PCM.

3. Company's Use of Hangar Space:

Company's utilization, storage of Company Aircraft, or other occupation of hangar space other than the location and square footage specified in Company's Premises, and more particularly described in Article 6.01(C)(1)(e) and Article 6.01(D)(1)(b)(iv), will be on a space available basis. If Company utilizes or occupies hangar space in addition to the location or square footage specified in Company's Premises, Company will pay to Authority the then current revenues for Aircraft storage at the same rates and charges as any tenant of the hangar space subject to Articles 6.01(F)(1) and 6.01(F)(2).

4. Company's Use of Tie-Downs:

Company's utilization, storage of Company Aircraft, or other occupation of tie-downs will be on a space available basis. Company may store airworthy Aircraft

utilized by its flight school on tie-downs, if space permits. Except for the aforementioned Company flight school Aircraft, if Company utilizes or occupies tie-downs, Company will pay to Authority the then current revenues for Aircraft storage at the same rates and charges as any tenant of the tie-down subject to Articles 6.01(F)(1) and 6.01(F)(2).

5. Payment Due:

Hangar and Tie-Down Space Rent will be remitted, without demand and without invoice, on the 10th day of the month after the month in which the Hangar and Tie-Down Rent is due to Company, whether or not collected. Detailed backup of all hangars and tie-downs rented must be provided at the same time as payment.

G. Utilities Rent and Electricity Rent:

1. Utilities Rent:

Company will pay to Authority an annual amount representing Company's pro rata share of operating costs for utilities, including garbage, water, and sewage, plus applicable taxes (Utilities Rent).

a. Description – Utilities Rent at TPF:

Company will pay Utilities Rent at TPF of \$5,400.00, payable in monthly installments of \$450.00, plus applicable taxes.

b. Description – Utilities Rent at PCM:

Company will pay Utilities Rent at PCM of \$3,600, payable in monthly installments of \$300.00, plus applicable taxes.

2. Electricity Rent:

Company will pay to Authority an annual amount representing Company's pro rata share of electricity, plus applicable taxes (Electricity Rent).

a. Description – Electricity Rent at TPF:

Company will pay Electricity Rent at TPF of \$9,960.00, payable in monthly installments of \$830.00, plus applicable taxes.

b. Description – Electricity Rent at PCM:

Company will pay Electricity Rent at TPF of \$6,000.00, payable in monthly installments of \$500.00, plus applicable taxes.

3. Utilities Rent and Electricity Rent will increase by 3% on the anniversary of the Commencement Date each year during the initial term and Renewal Option of this Agreement.
4. If the Renewal Option is exercised by Company and approved by Authority Representative, Company will continue to pay Authority the Utilities Rent and Electricity Rent outlined above during said period.
5. Notwithstanding the foregoing, Utilities Rent and Electricity Rent rental rates are subject to periodic adjustment by Authority as deemed necessary by Authority at its sole discretion. The Utilities Rent and Electricity Rent may be adjusted by Authority with 60 days' advance written notice to Company without amendment to this Agreement. If Authority adjusts the Utilities Rent or Electricity Rent, Authority will endeavor to have the adjustment reflect Company's actual usage of utilities and electricity.
6. Payment Due:

Utilities Rent and Electricity Rent for the Airports will be remitted, in advance and without demand, on the 1st day of the month.

H. Extension of Credit:

The decision by Company to extend credit to its customers rests solely with Company. All credit sales are reportable by Company and any related fees are payable to the Authority in the month the credit sale occurs. Bad debts as a result of Company's decision to extend credit will be borne solely by Company and will not be a subtraction from the Company's reports or a reduction of Rents or fees payable to Authority.

Nonpayment of hangar rent will not be considered an extension of credit under this Article, provided that Company uses commercially reasonable efforts to evict the tenant and collect the rental payments.

I. Closure Losses:

From time to time the Authority may need to close all or portions of the airfield pavements including runways, taxiways, taxilanes and ramp areas for maintenance or emergencies.

The Authority will use reasonable efforts to minimize the impacts of a scheduled closure. Unless the entire Airport is closed to traffic and such closure extends beyond 30 consecutive days, Company will not be due any abatement of Rents for that closed Airport. If the scheduled closure of the Airport is to extend longer than 30 consecutive days, Company will be due an abatement of Company's Premises Rents and Fuel Farm Rental for the closed Airport only.

J. Private Events Rent:

Subject to Authority approval, Company may hold Private Events at the Airports. Company will provide, hold, or agree to host Private Events based on a fair market value to ensure the Airports' facilities produce maximum reasonable revenues to Company and Authority.

1. Description – Private Events Rent:

For any revenue received by Company for Private Events, Company will pay to Authority Private Events Rent of 25% of the Private Events Rental Receipts.

2. Payment Due:

Private Events Rent will be remitted, without demand and without invoice, on the 10th day of the month after the month in which the Private Events Rental Receipts were due to Company, whether or not collected. Detailed backup of all Private Events Rental Receipts must be provided at the same time as payment.

Company must submit a Special Use Permit and Authority must approve any events in advance of said event.

K. Subleases and Assignments:

In addition to the other conditions set forth in this Agreement for subleases and assignments, all subleases and assignments, including those for tie-downs and hangars, must be on Authority-approved templates. Subleases and assignments may only be for aviation uses.

L. Any other invoices not already addressed in this Article are due within fifteen (15) days of invoice date.

6.02 Holding Over

If Company continues to occupy the Premises after the expiration of the initial term of this Agreement and any approved Renewal Option, 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; provided, however, that the Rents payable for each one (1) month holding over period will equal two hundred percent (200%) of the total monthly Rents then in effect. Said holding over period and such Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

6.03 Late Payments

Without waiving any other right or action available to Authority in the event of default of Company's payment of Rents or fees hereunder, and in the event Company is delinquent in paying to Authority any such Rents or fees for a period of five business days after the payment is due, Authority reserves the right to charge Company 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 Rents became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater.

6.04 Reports Due

- A. On or before the tenth of each month, Company will submit:
1. A completed General Aviation Activity Report for each Airport as shown in Exhibit D, Sample Activity Report, which is attached hereto and made a part hereof;
 2. A detailed statement signed by a responsible officer of Company showing all gross receipts for the preceding month upon which the fees and Rents payable to Authority set forth in this Agreement are computed; and
 3. Any monies due from the previous month.
- B. Authority and Company acknowledge and agree that on or before 45 days following each anniversary date of the Effective Date of this Agreement, beginning on the Commencement Date and running through September 30, 2020, and then running each year thereafter from October 1 through September 30 for the initial term of this Agreement and Renewal Option, Company will submit a written statement which will reflect all Gross Hangar and Tie-Down Rental Receipts, Fuel Flowage Fees, gross revenue from Private Events, Automobile Rents, and any other revenues that Company is required to remit to Authority under the terms of this Agreement during the preceding 12 months of the Agreement. The written statement will be certified by the responsible officer that, in his or her opinion, the fees and Rents paid by Company to Authority during the reporting year were made in accordance with the terms of this Agreement. If it appears from the statement that Company has understated the fees and Rents payable to Authority, the written statement will be accompanied with a payment of the difference between the fees and Rents paid and the fees and Rents owed.

- C. Company will provide Authority with a copy of all leases, subleases, CAO, or rental agreements for any and all property at the Airports on an ongoing basis. Company will provide a copy of any new lease, sublease, CAO, or rental agreement within 30 days of entering into the same. Company will also notify Authority of any lease, sublease, CAO, or rental agreements that have expired or been terminated.
- D. If Company overpaid any Rents or fees, Authority will issue a credit that must be used against the next invoice. If Company underpaid Rents or fees, Authority will issue an invoice with backup. Payment is due within fifteen (15) days of the invoice date.

6.05 Books and Records

Books and records include, but are not limited to, books, documents, papers, the general ledger, revenue journals, leases, subleases, line tickets, fuel tank logs, customer invoices, vendor invoices, receipts, sales tax returns, records of Company directly pertinent to this Agreement, and other documents produced evidencing the financial transactions occurring at the Premises (Books and Records). In connection with this Agreement, it is agreed Company will maintain full and accurate Books and Records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). In the event Company utilizes computerized accounting software to record its financial transactions, at Authority auditor's request, Company will provide the general ledger, Books and Records, and other financial information in electronic format. Books and Records will be retained and maintained by Company and will be available for audit by Authority for at least five years after the end of each anniversary date of this Agreement. Company will not destroy any records related to this Agreement without the express written permission of Authority.

6.06 Audit By Authority

Authority reserves the right to audit Company's Books and Records at any time to verify compliance with this Agreement. Company will submit all financial reports required by Authority, in the form and within the time period required by Authority.

A. Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the term of this Agreement or within three years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's Books and Records for the purpose of determining Rents and payments under this Agreement or over selected operations performed by Company under this Agreement for the purpose of determining compliance with this Agreement.

- B. Free and unrestricted access will be granted to all of Company's Books and Records directly pertinent to this Agreement, as well as Books and Records of parent, affiliate and subsidiary companies. If the Books and Records are kept at locations other than the Airports, Company will arrange for said Books and Records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its Books and Records or other Agreement information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, tenants, subcontractors, sublessees, and assignees, and to make photocopies of Books and Records as needed.
- C. Company agrees to deliver or provide access to all Books and Records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other Books and Records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if Books and Records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested Book or Record not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such fee will continue until specific performance is accomplished.
- D. Company will include a provision providing Authority the same access to business records at the subcontractor, sublessee, and assignee level in all of Company's subleases and assignments with SASOs executed related to this Agreement.
- E. If, as a result of any engagement, it is determined that Company owes additional Rents, fees, or other charges to Authority, Company will pay such amounts, and Authority may charge Company interest thereon, from the date such Rents, 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 Rents, fees, or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater. If it is determined that Company has understated by three percent (3%) or more the Rents, fees, and charges payable to Authority, the entire expense of the audit will be borne by Company.

6.07 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.

6.08 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

Tampa, Florida 33607

ARTICLE 7

PERFORMANCE BOND

7.01 Performance Bond

- A. Company will provide Authority on or before the Commencement Date of this Agreement and will maintain throughout the term of this Agreement, including any Renewal Option, a contract bond, irrevocable letter of credit, or other similar security acceptable to Authority (Contract Security) in an amount equal to \$150,000.00 or three months' estimated Rents, fees and charges, whichever is greater, payable by Company, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees and charges due hereunder. Such Contract Security will be in a form and with a company reasonably acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Contract Security will be for a period less than the full period required hereunder or if such Contract Security will be canceled, Company will provide a renewal or

replacement Contract Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation.

- B. In the event Authority is required to draw down or collect against Company's Contract Security for any reason, Company will, within 10 business days after Authority written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (\$150,000.00 or three months' estimated Rents, fees, and charges, whichever is greater) or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to \$150,000.00 or three months' estimated Rents, fees, and charges, whichever is greater, payable by Company pursuant to this Article.
- C. If Company will fail to obtain and/or keep in force such Contract Security required hereunder, for the full term herein, including the Renewal Option, such failure will be grounds for immediate cancellation of this Agreement pursuant to Article 13. Authority rights under this Article 7.01 will be in addition to all other rights and remedies provided to Authority under this Agreement.

7.02 Satisfactory Performance

In the event Company has satisfactorily performed all payment terms, conditions and covenants contained herein for 18 consecutive months, any Contract Security provided pursuant to this Article will be returned upon written request by Company and approval by Authority. Upon the expiration of this Agreement, Authority will return any Contract Security provided pursuant to this Article within 30 days subject to any outstanding Rents, fees or other payments due hereunder.

ARTICLE 8

MAINTENANCE OBLIGATIONS OF AUTHORITY

- 8.01 Authority will provide maintenance and repair as outlined in Exhibits E and E-1, as may be amended without formal amendment to this Agreement.
- 8.02 Company understands and agrees that Authority may close hangars from time to time to perform needed maintenance. Company will vacate the hangars or cause the hangars to be vacated and not hold Authority responsible for any lost revenue due to the closing of a hangar for maintenance.
- 8.03 Company will pay for the cost of any maintenance performed by Authority that is due to the negligence of Company, its assignees, and/or sublessees. All costs incurred by Authority in performing such maintenance, plus a 15% administrative charge, will be paid by Company within 30 days of receipt of billing therefore. Failure of Company to pay such costs for more than 30 days after receipt of Authority notice of delinquency will be deemed a condition of default.

ARTICLE 9
MAINTENANCE OBLIGATIONS OF COMPANY

9.01 General Obligations

Company will provide maintenance and repair as outlined in Exhibits E and E-1, as may be amended without formal amendment to this Agreement.

Except as outlined in Article 8, Company will be obligated to provide the upkeep of the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practice, whether installed by Authority or Company, and such maintenance will be without cost to Authority. Company will repair all damages to the Airports caused by its employees, invitees, and patrons or its operations thereon. All such maintenance, repair and replacements will be of a quality equal to the original in materials and workmanship. All paint colors will be submitted to and approved in writing by Authority prior to application.

9.02 Failure to Repair and Maintain

- A. If Company fails to perform Company's maintenance responsibilities, Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company 30 days within which to correct the failure or such longer duration as may be reasonably required to rectify the failure through the exercise of prompt, diligent and continuous effort.
- B. In the event of an emergency, Authority may enter Premises and make maintenance or repairs without first notifying Company.
- C. All costs incurred by Authority in performing Company's maintenance responsibility, including all repairs, plus a 15% administrative charge, will be paid by Company within 30 days of receipt of billing therefore. Failure of Company to pay such costs for more than 30 days after receipt of Authority notice of delinquency will be deemed a condition of default.
- D. Authority retains the right, after giving reasonable advance notice to Company, to enter upon the Premises to repair any utilities thereon that serve any areas of the Airport. Authority will endeavor to use commercially reasonable efforts to minimize interference or disruption to Company's operations.

ARTICLE 10
FUEL FARM FACILITIES

Company will pay for costs of maintenance, repair, and upkeep of the fuel farm facilities as required in Exhibit E-1, Fuel Farm Maintenance Obligations, all taxes, and all use and occupational permits or licenses required by federal, State, and local regulations, statutes, codes, or ordinances.

Company will at all times comply with National Fire Protection Association (NFPA) 407, Standard for Aircraft Fuel Servicing.

Company will conduct its operations of the fuel farm facilities in such a manner as will meet all federal, state, or local requirements, and further will reduce to a minimum any spillage, overflowing or escaping of gases, petroleum or petroleum products to that which is reasonably practicable, considering the nature and extent of Company's operations. Company will at all times maintain the fuel farm facilities free and clear of any offensive substances, refuse matter, scrap material or waste resulting from its use or work performed thereon and Company will strictly comply with safety and fire prevention ordinances of the governing jurisdiction, including any and all applicable safety regulations at the Airports that may be adopted by Authority.

Company will train its employees on proper and safe fuel dispensing procedures in accordance with industry standards.

Company will at all times provide fire protection in accordance with NFPA standards, municipal and county codes. Authority will provide fire extinguishers for the fuel farm facilities in accordance with NFPA standards, municipal and county codes. Company will establish a fuel dispensing operations manual for its employees and submit same to Authority for comment. Such manual will include the following items:

- A. Types of fuel;
- B. Grounding techniques, positioning of Aircraft, and safety tips;
- C. Procedures to follow for fuel spills;
- D. Location of all fire extinguishers and emergency fuel shutoff push button stations;
- E. Call-out list; and
- F. Spill prevention control and countermeasure (SPCC) plan.

ARTICLE 11

FUTURE IMPROVEMENTS AND ALTERATIONS BY COMPANY

11.01 Written Approval

Company will make no improvements or alterations whatsoever anywhere on the Airports without the prior written approval of Authority, which consent will not be unreasonably withheld or delayed. Said improvements shall not conflict with the current use and future development of the Airports and such alterations or improvements will commence only after plans and specifications thereof have been submitted to and approved in writing by Authority and Company has obtained an Authority Tenant Work Permit and any required arrangements or agreements between the Parties. Within 30 days after receipt by Authority of Company's plans and specifications, Authority will inform Company that the plans are either approved, approved subject to certain stated conditions and changes, or not approved.

11.02 Conditions

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

- A. Company will obtain at Company's sole cost and expense all required permits and licenses necessary under, and will comply with, applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the State of Florida, Hillsborough County, City of Tampa, City of Plant City, and Authority, applicable to the construction or installation of approved improvements or alterations.
- B. Company agrees that all construction will conform to Authority Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with Authority Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. Company agrees to hire only licensed contractors and subcontractors and to indemnify Authority in the event of any loss or damage resulting from work performed anywhere on the Airports by its contractors and subcontractors.
- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other regulatory agency.
- E. Company covenants and agrees to accept and pay all costs necessary to complete approved alterations or improvements.

- F. Company agrees to be solely responsible for any damages resulting from the removal by Company of its personal property or signs, Company's construction of improvements, or alterations.

ARTICLE 12
TITLE TO IMPROVEMENTS

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

ARTICLE 13
DEFAULT AND TERMINATION RIGHTS

13.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition, or covenant required herein.
- B. The failure of Company to pay Rents and fees pursuant to the terms of this Agreement.
- C. The failure of Company to maintain the agreed upon insurance policies and Contract Security under this Agreement.
- D. The conduct of any business or performance of any acts at the Airports 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 written notice to cease said business or acts.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- F. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

- G. 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.
- H. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

13.02 Authority Remedies

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

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises and Airports. Authority will not be deemed to have thereby accepted a surrender of the Premises or Airports, 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, up to the maximum rate permitted by law.
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises and Airports, whereupon all rights and interest of Company in the Premises and Airports will end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter

the Airports or 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 or Airports. 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.

13.03 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.

13.04 Company's Remedies

Upon 30 days' written notice to Authority, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any Rents, fees, or charges to Authority, and only upon or after the occurrence of any of the following events: in the event an Airport is closed for a period of longer than 30 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of 30 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company, Company may terminate this Agreement as to the closed Airport and the portion of Rents attributable to the closed Airport will abate from the date of closing.

ARTICLE 14

DISCLAIMER OF LIENS

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

The interest of Authority in the Premises and Airports will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises or Airports, 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 Airports 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 or Airports. Company is specifically prohibited from subjecting Authority interest in the Premises or Airports 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.

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 Airports for any work, labor or materials furnished to the Premises or Airports, 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, 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 15

UTILITIES

15.01 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.

15.02 Upgraded Utility Infrastructure

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

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

15.03 Utility Services

In addition to Utility Rent and Electricity Rent, Company agrees to pay the full cost and expense associated with its use of telecommunication and data services. Company will save Authority harmless from any and all costs or charges for utility and electrical services furnished to or required by Company as may be necessary or required in the operation and maintenance of the Premises.

15.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

ARTICLE 16
TAXES AND FEES

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 for non-aviation use, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority.

So long as the property and leasehold remain identified by the taxing authority as aviation or aeronautical, as defined by Florida Statute 196.012(6), Authority will pay the real estate taxes, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Premises. However, if the property or leasehold becomes identified as non-aviation due to Company, its assignees, sublessees, tenants, or other business associates' conduct, Company will pay the real estate taxes, including ad valorem and non-ad valorem taxes, that are assessed against Company's use and occupancy of the Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority.

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

will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

ARTICLE 17
ASSIGNMENT AND SUBLETTING

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

- A. Authority will retain total control and sole discretion over any assignment or subletting of this Agreement and/or the functions to be performed by Company hereunder, and such assignment or subletting must have prior written approval of Authority.
- B. Company may not sell, assign, sublease, or transfer this Agreement or any portion thereof, except as provided herein. Authority must approve in writing the sale or transfer of stock that significantly alters the Company's ownership, which approval will not be unreasonably withheld.
- C. Authority will have the right to review and approve in advance the financial capacity of the proposed assignee or sublessee, as well as the qualifications and experience of the general manager proposed to run the day-to-day operations and facility of the proposed assignee or sublessee.
- D. In no event will any approved assignment diminish Authority rights to enforce any and all provisions of this Agreement.
- E. Company may sublease part of Company's Premises as long as Company obtains prior written consent from Authority and uses the Authority-approved sublease template. Such subleases may only be for aviation business in connection with aviation uses. Company may not assign its responsibility to conduct FBO operations except as may otherwise be provided herein. Any other uses must be approved in writing by Authority.
- F. If Company assigns any of its obligations as provided under this Agreement, or subleases any part of the Premises or Company's Premises, Company remains liable to Authority for all payments, damages, and actions of sublessees and assignees, unless otherwise waived by Authority in writing. Company may not assign Core Services.
- G. Authority may request to view any lease, sublease, or assignment.

ARTICLE 18
INDEMNIFICATION

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

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

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

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

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

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If the above subarticles A – G or any part of subarticles A – G are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 19
INSURANCE

19.01 Insurance Terms and Conditions

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

19.02 Required Coverages – Minimum Limits

Workers’ Compensation/Employer’s Liability

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

Part One:	“Statutory”
Part Two:	
Each Accident	<u>\$1,000,000</u>
Disease – Policy Limit	<u>\$1,000,000</u>
Disease – Each Employee	<u>\$1,000,000</u>

Airport Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified

herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement.

	<u>Agreement Specific</u>
Each Occurrence	<u>\$3,000,000</u>
Products/Completed	<u>\$3,000,000</u>
Personal and Advertising Injury	<u>\$3,000,000</u>

Hangarkeeper's Legal Liability

Will be maintained by the Company for Aircraft in the care, custody, or control of the Company. The minimum limits of coverage will be:

Each Aircraft	<u>\$1,000,000</u>
Each Occurrence All Aircraft	<u>\$2,000,000</u>

In-Flight Hangarkeeper's Liability

Including but not limited to pick up and redelivery of Aircraft, test flights, instruction, charter flights. The limits of coverage will not be less than:

Each Aircraft	<u>\$1,000,000</u>
Aggregate Maximum	<u>\$2,000,000</u>

Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be:

Each Occurrence – Bodily Injury and Property Damage Combined	<u>\$1,000,000</u>
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Environmental Impairment Fuel Tank Liability

Authority will maintain fuel tank pollution liability insurance for bodily injury and property damage liability for the fuel storage tanks, piping, and containment system owned by Authority and leased

to Company under this Agreement. It is understood and agreed by Company that the coverage carried by Authority is only for the aforementioned fuel tanks, piping, and containment system and does not provide any liability protection to Company for bodily injury, pollution or other environmental impairment arising out of, or in connection with, Company's use and occupancy of the Premises. Company will remain fully liable for any bodily injury, pollution or environmental impairment occurring as a result of its operations.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) will be:

Each Claim	<u>\$1,000,000</u>
Annual Aggregate	<u>\$2,000,000</u>

Aircraft Liability Insurance

This insurance will cover Company for liability, including liability to passengers or resulting from the ownership, operation, maintenance or use of all owned, non-owned, leased or hired Aircraft on, or in connection with any Airport.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) will be:

Each Occurrence – Combined Single Limit	<u>\$1,000,000</u>
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Property Insurance

Property insurance will be maintained by Authority at all times. Said policy will insure all improvements now or hereafter located on real property leased, rented or otherwise demised by Authority to Company under this Agreement. The premium cost for such insurance will be paid by Company. Authority will invoice Company for the premium cost, which is due and payable within 30 days of Company's receipt. Company will be responsible for providing insurance for any claims on its own property, loss of use, loss of profits, or loss of business.

Property Insurance – Contents and Company Improvements

Company will be responsible for maintaining adequate insurance on its own property including all contents and for any improvements that Company may construct during the term of this Agreement, including the Renewal Option. The Authority may obtain copies of all policies, endorsements, and exclusions for proof of proper coverage upon request.

19.03 Conditions of Acceptance

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

time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources.

19.04 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 Authority, members of Authority governing body and Authority officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

ARTICLE 20
PROPERTY DAMAGE

20.01 Partial Damage

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

20.02 Extensive Damage

In the event damages as referenced in Section .01 of this Article are so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

20.03 Complete Destruction

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

20.04 Abatement of Rents

In the event of extensive damage or complete destruction as referenced in Sections .02 and .03 of this Article, the portion of the Rents attributable to untenable Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the

Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Rents, fees and charges will not abate, and Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

20.05 Limits of Authority Obligations Defined

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

20.06 Waiver of Subrogation

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

ARTICLE 21
CONDEMNATION

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

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

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

ARTICLE 22
ENVIRONMENTAL

22.01 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Airports, 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 Airports and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.
- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Airports.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company

fails to rectify within the cure period established in the Default and Termination Rights Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.

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

22.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airports. 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 Airports or into any component of Authority sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority 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 Airports.
- 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.

22.03 Hazardous Substance and Solid Waste

- A. The term “Hazardous Substance”, as used in this Agreement, will mean:
1. any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
 2. any substance that is or becomes defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “pollutant”, or “contaminant” under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
 3. any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
 4. any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
 5. any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
 6. any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.
- B. The term “Solid Waste”, as used in this Agreement, will mean:
1. any waste that is or becomes defined as a “solid waste”, “waste”, “special waste”, “garbage”, or “commercial solid waste” under any environmental law, including but not limited to, the rules of the Florida Department of Environmental Protection (FDEP), specifically Chapter 62-702, Florida Administrative Code (FAC); or
 2. any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or

3. any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or
4. yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

22.04 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 Airports that occurred prior to Company's entry upon the Premises or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

Company and Authority acknowledge and agree that Exhibit F-1, Peter O. Knight Airport – Atlas Aviation Environmental Baseline Report, dated June 10, 2016, attached hereto and by this reference made a part hereof, and Exhibit F-2, Plant City Airport – Plant City Airport Services Environmental Baseline Report, dated February 22, 2016, collectively state the general condition of the Premises on the Effective Date, and the statements contained therein are acknowledged by the Parties.

22.05 Off-Site Environmental Impacts

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

22.06 Petroleum Storage Systems

- A. 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 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. Upon termination or expiration of this Agreement as provided herein, Company will remove any and all petroleum storage

systems and any Company installed oil-water separators and restore the Premises to condition prior to installation or as approved by the Authority.

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

22.07 Stormwater

Notwithstanding any other provisions or terms of this Agreement, Company acknowledges that certain properties within the Airports 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 Airports, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Airports, the following:

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

22.08 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the initial term or the Renewal Option, 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 inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the

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

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

ARTICLE 23

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, State, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airports. 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 24

PERMITS AND LICENSES

Company will obtain and maintain throughout the term of this Agreement, including the Renewal Option, all permits, licenses, or other authorizations required in connection with Company's use and operation of its

business, or construction of any improvements or installation of equipment and furnishings, on the Premises or at the Airports. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

ARTICLE 25
NON-EXCLUSIVE

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 Airports.

ARTICLE 26
RIGHT TO DEVELOP AIRPORTS

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airports 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.

If Authority builds a new terminal, hangar, tie-down, fuel farm, or substantially rehabilitates an existing facility through a capital improvement project (New Facility) at PCM or TPF, Authority reserves the right to modify the Rents, fees, and obligations set forth in Article 6, Rents and Fees, for the New Facility and Company maintenance obligations as set forth in Article 9, Maintenance Obligations of Company. All other Rents, fees, and obligations will remain unchanged. If requested by Company, Authority will endeavor to allow Company to retain the same square footage at the New Facility as it leases at the Commencement Date. If Authority builds a New Facility, Exhibit B-1, Premises – Peter O. Knight Airport and/or Exhibit B-2, Premises – Plant City Airport, will be amended without need for formal amendment to this Agreement.

If Company desires to invest significant capital in a New Facility at one or both of the Airports, Authority may, but is not obligated to, negotiate to modify the Rents, fees, and obligations set forth in Article 6, Rents and Fees, term, and other obligations set forth in this Agreement based on the Company's request and articulated business reasons.

ARTICLE 27
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of Aircraft in the airspace above the surface of the real property owned by Authority, including the Premises and Company's Improvements, 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 Airports.

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 Regulations. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises that would interfere with or adversely affect the operation or maintenance of Airports, or otherwise constitute an airport hazard.

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

ARTICLE 28
RIGHT OF ENTRY

Authority will have the right to enter the Premises and Airports for the purpose of periodic inspection of the Premises and Airports from the standpoint of safety and health, and monitoring Company's compliance with the terms of this Agreement. Authority will have the right to enter any building or structure on the Airports at any time in the event of an emergency, the determination of an emergency being at the sole discretion of Authority.

At any time during the last year of the initial term of this Agreement and the last year of the Renewal Option, or in the event of default, Authority may, upon reasonable notice and at reasonable times, enter upon the Premises to examine or show the Premises and Airports to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 29
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 Airports, 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 Airports, and to any terms or conditions imposed upon the Airports by any other governmental entity.

ARTICLE 30
SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 31
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency will demand and take over the entire facilities of the Airports 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.

ARTICLE 32
NONDISCRIMINATION/AFFIRMATIVE ACTION

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

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

32.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

- 1. This provision obligates Company for the period during which the property is owned, used or possessed by Company and the Airports remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 2. This provision also obligates Company or its transferee for the period during which Federal assistance is extended to the Airports 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.

32.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

1. Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Article 32.02(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 Airports are 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 33

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 34

SIGNS

34.01 Written Approval

Except with the prior written approval of Authority, Company and its assignees, sublessees, tenants, CAOs, or other business associates will not erect, maintain, or display any signs or any advertising at Airports.

34.02 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 at the Airports and, in connection therewith, will restore the portion of the Airports affected by such signs or advertising to the same conditions as existed at the commencement of the term of this Agreement. 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 Airports, Authority may perform the necessary work at the expense of Company.

ARTICLE 35
PERSONAL PROPERTY

Any personal property of Company or others placed at the Airports 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 at the Airports.

ARTICLE 36
SURRENDER OF PREMISES

Subject to Article 12, Title to Improvements, Company will surrender up and deliver the Premises to Authority upon the conclusion of the term, including the Renewal Option, in the same condition as existed at the commencement of the term, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Airports at the conclusion of the term, including the Renewal Option. Failure on the part of Company to remove its personal property within 10 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any rent terms of this Agreement, Authority will have a lien for such Rents upon any property found upon the Airports in accordance with Florida Statutes and, in such event, Company will not remove any property from the Airports without written approval of Authority.

ARTICLE 37
NO ACCEPTANCE OF SURRENDER

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

ARTICLE 38
WAIVER OF CLAIMS

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

ARTICLE 39
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 and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contracts with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement.

ARTICLE 40
PERSONAL LIABILITY

No elected official, appointed official, director, officer, agent or employee of the Authority will 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.

ARTICLE 41
AUTHORITY APPROVALS

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

ARTICLE 42
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 43
NOTICES AND COMMUNICATIONS

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

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

TO Company:
(MAIL DELIVERY)
Atlas Aviation Tampa, Inc.
825 Severn Avenue
Tampa, Florida 33606
Attn: President

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

Or
(HAND DELIVERY)
Same as above.

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

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

ARTICLE 44

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 45

FAA APPROVAL

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

ARTICLE 46

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 47
RADON GAS NOTIFICATION

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

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

ARTICLE 48
AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said 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 hereinafter 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 49
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 50
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

**RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM,
HILLSBOROUGH COUNTY AVIATION AUTHORITY, P. O. BOX 22287, TAMPA FL
33622.**

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

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

ARTICLE 51
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 52
COMPLETE AGREEMENT

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

ARTICLE 53
MISCELLANEOUS

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

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

ATTEST:

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

**Signed, sealed, and delivered
in the presence of:**

Witness

Print Name

Witness

Print Name

LEGAL FORM APPROVED:

By: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of February, 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, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

ATLAS AVIATION TAMPA, INC.

Signed in the presence of:

By: _____

Title: _____

Witness

Print Name

Print Name

Print Address

Witness

Print Name

ATLAS AVIATION TAMPA, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ in the capacity of _____, at ATLAS AVIATION TAMPA, INC., a corporation, on its behalf. (He is / She is) (personally / not personally) known to me and (has / has not) produced _____.

(Stamp or seal of Notary)

Signature of Notary

Type or Print name of Notary

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

R331

HILLSBOROUGH COUNTY AVIATION
AUTHORITY

MINIMUM STANDARDS FOR COMMERCIAL
AERONAUTICAL ACTIVITIES

FOR

TAMPA INTERNATIONAL AIRPORT
GENERAL AVIATION

PETER O. KNIGHT AIRPORT

PLANT CITY AIRPORT

TAMPA EXECUTIVE AIRPORT

HILLSBOROUGH COUNTY, FLORIDA

SEPTEMBER 7, 2017

HILLSBOROUGH COUNTY AVIATION AUTHORITY

MINIMUM STANDARDS

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SECTION 1. INTRODUCTION

The Hillsborough County Aviation Authority adopted these Minimum Standards to foster, encourage, promote and develop general aviation and related Aeronautical Activities at Peter O. Knight Airport, Plant City Airport, Tampa Executive Airport, and Tampa International Airport General Aviation, while

- A. Promoting safety and security in all Airport activities;
- B. Enhancing the availability of high quality services for Airport users;
- C. Promoting the orderly development of Airport property for Aeronautical Activities; and
- D. Providing a fair and reasonable opportunity to all on-Airport Commercial Aeronautical Operators.

In promulgating these Minimum Standards, the Authority will provide a fair and reasonable opportunity without creating an exclusive right or unjust economic discrimination to any potential Commercial Aeronautical Operators to qualify or otherwise compete for available Airport facilities and the furnishing of selected Aeronautical Activities. These Minimum Standards will be administered by the Authority's Chief Executive Officer or designee.

SECTION 2. DEFINITIONS

2.1 Terms used in these Minimum Standards are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise. All other words will be construed in accordance with their common literal meaning.

- A. **Aeronautical Activity** means any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft; any activity that contributes to, or is required for the safety of such operations; or any activity that has a direct relationship to the operation of Aircraft.
- B. **Agreement** means a written contract enforceable by law, executed by both parties, between the Authority and a Commercial Aeronautical Operator transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

- C. **Aircraft** means any contrivance designed, invented or used for powered or nonpowered flight in the air. For the purpose of this definition, an ultralight vehicle is not included.
- D. **Airport** means Peter O. Knight (TPF), Plant City (PCM), Tampa Executive (VDF), and Tampa International Airport General Aviation (TPA), individually or collectively as apparent from the context.
- E. **Authority** means the Hillsborough County Aviation Authority.
- F. **Commercial Aeronautical Operator (CAO)** means a person or company that, for compensation or hire, engages in, runs, involves, makes possible, or is required for an Aeronautical Activity. Types of CAOs include but are not limited to Fixed Base Operators or Specialized Aviation Service Operators for which compensation is received.
- G. **Core Services** means those Aeronautical Activities that must be provided to general aviation Airport patrons by a Fixed Based Operator and cannot be subleased to a person or other entity. These Aeronautical Activities are as described in Section 5 below.
- H. **FAA** means the Federal Aviation Administration.
- I. **Fixed Base Operator (FBO)** means a Commercial Aeronautical Operator granted the right by the Authority through an Agreement to operate on the Airport in order to provide Core Services along with required other services as described in Section 5 below.
- J. **Improvements** means all buildings, structures, additions, and facilities, including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.
- K. **Minimum Standards** means the qualifications or criteria established by the Authority as the minimum requirements of Commercial Aeronautical Operators engaged in on-Airport Aeronautical Activities for the right to conduct the operation, as required herein.
- L. **Public Service Hours** means the hours an Airport and/or Commercial Aeronautical Operator are open to the public.
- M. **Specialized Aviation Service Operator (SASO)** means a Commercial Aeronautical Operator offering a single Aeronautical Activity other than Core Services.

SECTION 3. QUALIFICATION REQUIREMENTS

- 3.1** Prospective FBOs must submit to the Executive Vice President of Operations and Customer Service or designee the following information prior to entering into an Agreement with Authority:
- A. A detailed business plan that adequately describes the scope of the intended operation and the approach to be utilized in accomplishing the FBO in order to provide high quality service to general aviation patrons and the general public.
 - B. A statement from a bank, trust company, or other source acceptable to the Authority evidencing the financial responsibility of the prospective FBO.
 - C. A statement of past experience related to Core Services along with any other services, either required or permitted, which the FBO proposes to operate. The FBO or FBO owner must, at a minimum, possess continuous and active experience in providing Core Services for five years within the most recent seven years prior to the date the statement of past experience is submitted.
- 3.2** Prospective SASOs will not be required to submit qualification requirements.

SECTION 4. GENERAL REQUIREMENTS

4.1 Introduction

The following requirements are applicable to all CAOs engaged in any Aeronautical Activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise based at the Airport:

- A. Will be subject to applicable federal, state, and local laws, codes, ordinances and other jurisdictional regulatory measures including all applicable Authority Policies, Standard Procedures, Operating Directives, and Rules and Regulations.
- B. Information regarding rents, fees and charges to general aviation Airport patrons and/or the public will be made available to the Authority upon request.
- C. Where more than one CAO is proposed, the Minimum Standards will vary, depending on the nature of each CAO, but will not necessarily be cumulative in all instances.

- D. The Authority recognizes that certain CAOs are presently conducting business on the Airport at the time of the enactment of these Minimum Standards that may occupy facilities or be conducting certain operations not in compliance with these Minimum Standards. Such CAOs will be governed by any such existing Agreement provisions and may be continued or extended by written agreement on a case-by-case basis at the Authority's sole discretion. However, in no event will any such non-conforming use be transferred through sale or assignment.
- E. The Authority may elect to provide any or all of the Aeronautical Activities needed by the public at the Airport. If the Authority opts to provide an Aeronautical Activity exclusively, it must use its own employees and resources.

4.2 Agreement Requirements

All CAOs will be required to enter into an Agreement with the Authority or a subagreement with an FBO, whose terms and conditions have been accepted in writing by the Authority, that recites the terms and conditions under which the CAO will operate at the Airport. Such terms and conditions will be consistent with these Minimum Standards.

A. Security for Payment

All CAOs entering into an Agreement with the Authority will provide Authority, on or before the effective date of the Agreement, with an acceptable surety bond, irrevocable letter of credit, or other similar security acceptable to Authority, in an amount equal to the estimate of three months' rent, fees, and charges payable by the CAO under the Agreement, to guarantee the faithful performance by CAO of its obligations under the Agreement and the payment of all rent, fees, tax assessments, and charges due under the Agreement (Payment Security). CAO will be obligated to maintain such Payment Security at all times during the Agreement term. Any release of liability under the security document is conditioned on the satisfactory performance of all terms, conditions, and covenants contained in the Agreement.

In the event Authority is required to draw down or collect against CAO's Payment Security for any reason, CAO will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated rent, fees, and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated rent, fees, and charges payable by CAO.

The Payment Security maintained by the CAO must conform at all times with the Authority's Standard Procedure S250.04, Contractual Security Deposits, which is incorporated herein by reference and which may be amended from time to time.

B. Hold Harmless Requirement

The CAO agrees to protect, reimburse, indemnify and hold Authority, its 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 CAO's presence on or use or occupancy of the Airport, including any leased premises or common use areas; CAO's acts, omissions, negligence, activities, or operations; CAO's performance, non-performance or purported performance of the Agreement; or any breach by CAO of the terms of the Agreement, or any such acts, omissions, negligence, activities, or operation of CAO's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by CAO, that results in any bodily injury (including death) or any damage to any property, including loss of use, or the environment (including but not limited to contamination of soil, groundwater, or storm water by fuel, gas, chemicals, or any other substance deemed by the Environmental Protection Agency or the appropriate regulatory agency to be an environmental contaminant at the time an Agreement is executed or as may be redefined in the future) incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

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

C. Insurance

The CAO will procure and maintain, during the term of the Agreement, insurance of the types and in the minimum limits determined by the Authority for the CAO. The Authority reserves the right to adjust such insurance limits during the term of the Agreement if warranted. The CAO

will deliver, or cause to be delivered, to the Authority copies of certificates of insurance, satisfactory to the Authority. Such certificates must be signed by an authorized representative of the insurer.

The insurance maintained by the CAO must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which is incorporated herein by reference and which may be amended from time to time.

4.3 Compliance with Licenses, Permits, Certifications, and Ratings

The CAO will procure and maintain during the term of the Agreement all required licenses, permits and other similar authorizations applicable to the specific CAO.

SECTION 5. FIXED BASE OPERATOR (FBO)

5.1 All FBOs will be subject to the following:

- A. All FBOs will be required to enter into an Agreement with the Authority.
- B. Required Core Services

These services must be performed by the FBO's own employees and may not be provided through a subagreement with another CAO.

- 1. Tie-down and hangar storage for general aviation Aircraft. T-Hangars are not permitted at Tampa International Airport General Aviation.
- 2. Sale and "into plane" dispensing of aviation gasoline (avgas), jet fuel, oils and lubricants of kinds customarily sold of sufficient ratings, grades, quality and quantity to adequately meet the demand thereof to general aviation Aircraft users.
- 3. Adequate ramp service for general aviation Aircraft users as outlined in Section E., Minimum Facility Requirements, below.
- 4. Operation of a fuel farm facility for the storage, handling and delivery of avgas and jet fuel.

- C. Required Other Services

These services may be performed by the FBO's own employees or the FBO may provide these services through another CAO under a written subagreement approved by the Authority.

1. Maintenance, repair and servicing of general aviation Aircraft and Aircraft engines and parts by a qualified mechanic.
2. Maintenance of adequate inventory of the necessary Aircraft parts and accessories to maintain, repair and service general aviation Aircraft.
3. With the exception of Tampa International Airport General Aviation, flight training with a certified flight instructor and at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight instruction. Flight training provided by any FBO at Tampa International Airport General Aviation shall be limited to 1) purchasers of Aircraft from said FBO, or 2) proficiency or transitional training for pilots who are already licensed (excluding student pilot's license) and rated.
4. Aircraft rental with at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight operation.
5. Emergency service to disabled general aviation Aircraft on the Airport, including towing and transporting disabled Aircraft at the request of the owner or operator of the Aircraft or Authority.
6. Flight planning and flight services facilities equipped with direct telephone communication to an FAA flight service station, local navigation charts, flight planning materials and weather information available during Public Service Hours for Airport patrons.
7. Courtesy transportation providing passenger transportation service between the Airport and reasonable nearby destinations.

D. Permitted Services (Optional)

These services may be performed by the FBO's own employees, or the FBO may provide these services through another CAO under a written subagreement approved by the Authority.

1. Sale of new or used Aircraft.
2. Operation of non-scheduled, air taxi, air ambulance and charter transportation of passengers, cargo and mail.

- a. A CAO offering non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance, will be conducted in accordance with and certificated under FAR Part 135 and amendments thereto and all other applicable rules and regulations. A CAO offering non-scheduled air charter for transporting passengers will also provide services and equipment for servicing passengers and for handling freight, luggage and ticketing and will make available ground transportation for transient patrons.
3. Operation of specialized commercial flying service such as aerial survey, photography, sightseeing and mapping services.
4. Operation of specialized Aircraft repair service such as paint shop, radio, propellers, instruments, and accessories.
5. Sale of convenience foods, amenities, and non-alcoholic beverages incidental to FBO activities.
6. Sale of merchandise incidental to FBO activities.

E. Minimum Facility Requirements

The minimum facility requirements for FBOs are as follows:

Minimum Facilities	TPF	PCM	VDF	TPA
Total Hangar space (sf.)	15,000	15,000	15,000	48,000
Maintenance parts and shop space	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed	Hangar space no less than 5,000 sf. with sufficient supporting parts and shop space adequate to house any Aircraft upon which service is being performed
Office Space	Office building (either separate or adjoining) of not less than 1,000 sf. adequate to house	Office building (either separate or adjoining) of not less than 2,000 sf. adequate to house	Office building (either separate or adjoining) of not less than 5,000 sf. adequate to house	Office building (either separate or adjoining) of not less than 7,000 sf. adequate to house

	an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	an office, pilot's lounge, telephone and public restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand.
Tie Downs	25	25	25	25
Paved Ramp	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger
Public Parking	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater
Jet A Fuel Farm (gallons)	12,000	12,000	12,000	20,000
Avgas Fuel Farm (gallons)	12,000	12,000	12,000	12,000
T-Hangars	T-Hangars permitted	T-Hangars permitted	T-Hangars permitted	T-Hangars not permitted

F. Prior Experience

A minimum of five years full time experience in the FBO business for the General Manager described in Section H below or a combination of FBO business experience and education equal to five years.

G. Public Service Hours

1. Required Core Services at Peter O. Knight, Plant City, and Tampa Executive General Aviation Airports: Seven days a week, twelve hours a day from 7:00 a.m. to 7:00 p.m. Exceptions may be made upon Authority approval. At all other times, one person must be available, on call, who will respond on-site, if necessary, to customer inquiries and Authority concerns.
2. Required Core services at Tampa International Airport General Aviation: Seven days a week, twenty-four hours a day.
3. Required Other Services: Five days a week, eight hours a day, or as approved by Authority.

H. Minimum Management and Staffing Standards

1. The activities of an FBO will be supervised by a full time, on-site General Manager who will be responsible for the FBO adhering to these Minimum Standards.
2. The FBO will provide, at a minimum, sufficient staff to fill the following key positions:
 - a. General Manager
 - b. Line Service Manager
 - c. Maintenance Manager
3. All staff will be trained and qualified to perform the duties for which they are employed.
4. All staff will wear uniforms and protective clothing and equipment, as appropriate.
5. Additional minimum management and staffing standards may be specified individually in an Agreement.

I. Verification of Appropriate Documentation

The FBO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of its business activity at the Airport prior to commencement of any operations on the Airport. Said documentation will be provided to the Authority upon request by the Authority.

SECTION 6. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

6.1 All SASOs will be subject to the following:

- A. All SASOs will be required to enter into an Agreement with the Authority or a subagreement with an FBO that has been approved in writing by the Authority.
- B. Minimum Service, Management and Staffing Standards:
 - 1. Permitted activities by a SASO may include, but will not be limited to, the following:
 - a. Aircraft maintenance and repair;
 - b. Avionics and instrument repair;
 - c. Propeller repair;
 - d. Aircraft painting;
 - e. Aircraft upholstery;
 - f. Aircraft accessories;
 - g. Flight training with a certified flight instructor and at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight instruction;
 - h. Aircraft rental with at least two airworthy, owned or leased Aircraft, including at least one Aircraft suitable for instrument flight operation;
 - i. Aircraft leasing;
 - j. Non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance;

- k. Aircraft sales;
 - l. Aerial advertising;
 - m. Agricultural aerial spraying;
 - n. Aerial photography, mapping or survey;
 - o. Aerial firefighting; and
 - p. Power line or pipeline patrols.
2. A SASO offering any of the services listed above will have a minimum of one employee (with qualifications and experience appropriate for the work to be performed) on-site during Public Service Hours. At all other times, one person must be available, on call, who will respond on-site, if necessary, to customer inquiries and Authority concerns. All staff will wear uniforms and protective clothing and equipment, as appropriate.
 3. A SASO offering non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance, will be conducted in accordance with and certificated under FAR Part 135 and amendments thereto and all other applicable rules and regulations. A SASO offering non-scheduled air charter for transporting passengers will also provide services and equipment for servicing passengers and for handling freight, luggage and ticketing and will make available ground transportation for transient patrons.
 4. A prospective SASO that is not based at the Airport and which has a temporary, non-recurring need to conduct operations at the Airport may operate through a special use permit. Such SASOs may include, but are not limited, to the following:
 - a. Aerial advertising;
 - b. Air ambulance;
 - c. Airship Operations
 - d. Agricultural aerial spraying;
 - e. Aerial photography, mapping or survey;
 - f. Aerial firefighting; and

g. Power line or pipeline patrols.

C. Verification of Appropriate Documentation

The SASO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of its business activity at the Airport. Said documentation will be provided to the Authority upon request by the Authority.

D. Minimum Facility Requirements

All SASOs will be required to have office space, hangar space, ramp area, tie-down area, public areas, parking spaces and other facilities and amenities adequate to support its commercial Aeronautical Activity and meet governing jurisdictional agencies' code criteria.

RULES & REGULATIONS NO. R330

HILLSBOROUGH COUNTY AVIATION AUTHORITY

RULES AND REGULATIONS

FOR

PETER O. KNIGHT AIRPORT
PLANT CITY AIRPORT
TAMPA EXECUTIVE AIRPORT

HILLSBOROUGH COUNTY, FLORIDA

March 9, 2017

HILLSBOROUGH COUNTY AVIATION AUTHORITY

RULES AND REGULATIONS

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SECTION 1. DEFINITIONS

- 1.1** Terms used in these rules and regulations are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise herein. All other words will be construed according to their common literal meaning.
- a. Abandoned aircraft means an aircraft that has been disposed of on the airport in a wrecked, inoperative, or partially dismantled condition or an aircraft that has remained in an idle state on the airport for 45 consecutive calendar days. For the purpose of this section, “idle state” is defined as an aircraft not in usable condition and without a previously agreed to arrangement between the owner or the aircraft and either the airport and/or Fixed Base Operator.
 - b. Air operations area (AOA) means any area of the airport used or intended to be used for landing, take off or the surface maneuvering of aircraft.
 - c. Aircraft means any contrivance designed, invented or used for powered or nonpowered flight in the air. For the purpose of this definition, an ultralight vehicle is not included.
 - d. Airport will collectively and individually include Plant City, Peter O. Knight and Tampa Executive airports as apparent from the context.
 - e. Apron or Ramp means those areas of the airport within the AOA designated for the loading, unloading, servicing or parking of aircraft.
 - f. Authority means the Hillsborough County Aviation Authority.
 - g. Authorized area means a specified location, approved by the Authority, as accessible to authorized persons only.
 - h. Commercial activity means the exchange, trading, buying, hiring or selling of commodities, goods, services or tangible or intangible property of any kind or any revenue-producing activity on the airport.
 - i. Directive means ministerial instructions and guidance serving to govern and direct operational matters. Directives can be used for both internal and external guidance. All directives will be approved by the Chief Executive Officer or designee.
 - j. Derelict aircraft means any aircraft that is not in flyable condition, does not have a current certificate of air worthiness issued by the Federal Aviation Administration (FAA), and is not in the process of actively being repaired.
 - k. Fire department means that fire department having jurisdiction over the airport.

- l. Flying clubs means any organization established and existing for utilization of aircraft by member pilots of the club.
- m. Maintenance means the inspection, overhaul, repair, preservation, and replacement of parts of an aircraft, excluding preventive maintenance.
- n. Motor vehicle means a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point except aircraft or devices moved exclusively upon stationary rails or tracks.
- o. Movement area means the runways, taxiways, and other areas of the airport which are used for taxiing or hover taxiing, air taxiing, take off, or landing of aircraft, exclusive of loading ramps and aircraft parking areas.
- p. Non-commercial materials means materials associated with non-profit activities undertaken for philanthropic, religious, charitable, benevolent, humane, public interest or similar purpose.
- q. Park means to let a motor vehicle or aircraft stand or stop in any location whether the operator thereof leaves or remains in such vehicle or aircraft when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator.
- r. Person means any individual, firm, partnership, corporation, company, association, joint stock association or body politic, including any trustee, receiver, committee, assignee or other representative or employee.
- s. Policy means a general principle or plan by which the Authority is guided in its management of public affairs. The Authority's board will approve all policies.
- t. Preventive Maintenance means simple or minor preservation operations of aircraft and the replacement of small standard parts not involving complex assembly operations.
- u. Ramp - see Apron.
- v. Restricted area means any area of the airport designated to prohibit entry or to limit entry or access to specific authorized persons.
- w. Solicitation or to solicit means to ask, request, implore or plead repetitively or continuously, directly or indirectly, actively or passively, openly or subtly, orally, in writing or otherwise for money or anything of pecuniary value. Solicitation also includes requests to sign a petition.
- x. Standard procedures mean a specific method or course of action or an established way or order of accomplishing a specific matter. All standard procedures will be approved by the Chief Executive Officer or designee.

SECTION 2. GENERAL REGULATIONS

2.1 COMPLIANCE WITH RULES AND REGULATIONS

- a. Any permission granted by the Authority, directly or indirectly, expressly or by implication otherwise, to any person to enter or to use the airport or any part thereof, is conditioned upon strict compliance with the Authority's rules and regulations, policies, standard procedures and directives.
- b. Any permission granted by the Authority under these rules and regulations is conditioned upon the payment of any and all applicable fees and charges established by the Authority.

2.2 COMMERCIAL ACTIVITY, ADVERTISING, DISPLAY AND SPEECH

In compliance with the Authority's policies, standard procedures and directives no person for any business, commercial or revenue producing purposes, will occupy or rent space, conduct any business, commercial enterprise or activity, post, distribute or display signs, advertisements, circulars, pictures, sketches or drawings or engage in any other forms of commercial speech on the airport without first obtaining a written contract, permit or other form of written authorization from the Authority.

2.3 FEES AND CHARGES

- a. All fees and charges will be in accordance with the Authority's policies, standard procedures, and directives or the terms and conditions of the contracts or agreements between the Authority and the commercial enterprise. All user fees will be determined by the Authority.
- b. Landing fees payable by a commercial aviation operator for a commercial use of the airport, based on the maximum gross certificated landing weight of the aircraft, is payable regardless of whether the commercial use is a landing or a take off; however, the operator will not be charged for both a landing and a take off.

2.4 COMMERCIAL PHOTOGRAPHY

No person will take still, motion or sound motion pictures, sound records or recordings of voices on the airport for commercial purposes without written permission from and in a manner authorized by the Authority. This regulation does not apply to bona fide coverage by the news media conducting business in authorized areas and in accordance with the Authority's policies, standard procedures and directives.

2.5 SOLICITATION

No person will solicit for any purpose on the airport under any circumstance.

2.6 POLLS, QUESTIONNAIRES AND SURVEYS

No person will conduct any polls, questionnaires or surveys on the airport without first obtaining written permission from the Authority.

2.7 STANDARD PROCEDURES, EMERGENCY PROCEDURES AND DIRECTIVES

The Chief Executive Officer is the individual with the responsibility and authority for administering these rules and regulations. Standard procedures and directives issued by the Chief Executive Officer or designee will be considered as addenda to and have the full force and effect of these rules and regulations and will be utilized to implement or provide further clarification consistent with these rules and regulations.

- a. When an emergency exists at the airport, the Chief Executive Officer or designee will be empowered to take action within their discretion and judgment that is necessary or desirable to protect the health, welfare and safety of persons and property and to facilitate the operation of the airport.
- b. During such an emergency, the Chief Executive Officer or designee may suspend these rules and regulations or any part thereof, at their discretion and judgment and issue oral orders rules and regulations as may be deemed necessary.

2.8 PROHIBITED CONDUCT

Notwithstanding any provision in these rules and regulations or permits issued, the following activities are prohibited at the airport:

- a. Sale or distribution of any items, goods, merchandise or services except when expressly allowed by written agreement with the Authority;
- b. Conduct that in any way obstructs, delays or interferes with the free movement of any other person or authorized business of the airport except by Authority staff;
- c. Pinning, tying or attaching any flower or other symbol, insignia, article or object to the clothing, luggage or vehicle of any person without consent;
- d. Assaulting or committing a battery on any other person or touching any person without consent;
- e. Use of any musical instrument, noise-making device, sound or voice amplifying apparatus, singing or chanting or any other sound which may reduce the effectiveness of the public address system or interfere with the business functions of the airport, except upon approval of the Authority;
- f. Placement of a table, bench, chair, sign or other structure, fixture or object on airport property unless permitted by the Chief Executive Officer or designee;

- g. Distribution of literature or other goods or the display of signs or other printed matter at the airport, without having first complied with the provisions of Section 4 of these rules and regulations;
- h. Distribution of literature, other printed matter or the display of signs at the airport after a permit has been issued pursuant to Section 4 of these rules and regulations is terminated or expired;
- i. Intentionally leaving any item intended for distribution unattended;
- j. Any activity which constitutes a danger to persons or property or which interferes with the orderly formation and progression of waiting lines or which interferes with any of the following, except by Authority staff: pedestrian or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to or exit from vehicles, elevators, escalators, doorways or passageways; security procedures; government inspection procedures; or cleaning, maintenance, repair or construction operations;
- k. Any conduct which improperly indicates or represents or attempts to indicate or represent to the public that an individual is a representative of the Authority; or
- l. Any conduct which misrepresents the identity of the individual or organization for which the individual is performing the permitted activities.

2.9 OTHER LAWS

All applicable federal, state, county and city laws in the airport's jurisdiction, including the Florida Uniform Traffic Control Law, now in existence or hereafter promulgated, and not in conflict with these rules and regulations are hereby adopted by reference as part of these rules and regulations of the Authority.

SECTION 3. PERSONAL CONDUCT

3.1 COMPLIANCE WITH SIGNS

All persons will observe and obey all Authority posted signs, fences, and barricades. Sign placement, removal and procedures associated with tenant, concessionaire and air carrier sign usage will be governed by the Authority's policies, standard procedures, and directives or as set forth in written contracts, permits or other forms of written authorization.

3.2 USE AND ENJOYMENT OF AIRPORT PREMISES

- a. No person, except for Authority staff, by conduct or by congregating with others, may prevent any other person from lawful use and enjoyment of the airport or prevent any other person from lawful passage from place to place or through entrances, exits or passageways on the airport.
- b. It is unlawful for any person to remain in or on any public area, place or facility at the airport, in such a manner inconsistent with the normal or customary use of such area, place or facility by persons or vehicles entitled to such passage or use.

3.3 RESTRICTED AREAS, MOVEMENT AREAS AND AIR OPERATION AREAS

No person may enter the AOA, movement areas or any restricted areas on the airport except:

- a. persons authorized by the Authority and
- b. pilots and passengers who, under appropriate supervision, enter upon the aircraft apron for the purposes of enplaning or deplaning an aircraft.

3.4 ENVIRONMENTAL POLLUTION AND SANITATION

- a. No person will conduct activities in such a manner as to cause littering or environmental pollution.
- b. No person will dispose of garbage, papers, refuse or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.
- c. Except as approved in writing by the Authority, no person will dispose of any fill or building materials or any other discarded or waste materials on airport property, nor place liquids in the storm drains or the sanitary sewer system at the airport, which will damage such drains or system or will result in environmental pollution passing through such drains or system.

- d. No person will use a comfort station, restroom, toilet or lavatory facility at the airport other than in a clean and sanitary manner.
- e. Any solid or liquid material spilled at the airport will immediately be cleaned up by the person responsible for such spillage and reported immediately to the Authority.
- f. The disposal of chemicals, paints, oils or other products must be discarded in accordance with all applicable state, local, county, and federal laws and regulations.
- g. No tenant, lessee, concessionaire or agent thereof doing business on the airport may keep uncovered trash containers adjacent to sidewalks or roads in a public area of the airport.

3.5 ANIMALS

- a. No person may bring an animal into the airport except:
 - 1. an animal to be or that has been transported by air. Animals being transported must be properly restrained before entering the terminal building;
 - 2. an animal which remains inside a motor vehicle at all times;
 - 3. an animal used for law enforcement purposes; or
 - 4. a service animal used by disabled persons in accordance with Florida Statutes;
 - 5. animals authorized by the Chief Executive Officer or designee for special events.
- b. All animals permitted by this section must be restrained by a leash or confined and completely under control.
- c. No person other than those authorized by the Authority will hunt, pursue, trap, catch, injure or kill any animal on the airport.
- d. No person will feed or do any other act to encourage the congregation of birds or other animals on the airport.
- e. No person will permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate on the sidewalks of the airport or within any airport building.

3.6 FIREARMS AND WEAPONS

- a. No person except those persons authorized by law may carry a firearm or concealed weapon inside the passenger terminal and sterile areas of the airport, provided that no person will be prohibited from carrying any legal firearm into the passenger terminal when such firearm is encased for shipment for the purpose of checking such firearm as baggage to be lawfully transported on an aircraft.
- b. The carrying of firearms on the airport by watchmen and guards in the course of their official duties must be approved by the Tampa International Airport Police Department.
- c. For the purpose of this section, the term “firearm” has the same meaning as in Florida Statute Section 790.001(6).
- d. For the purpose of this section, the term “concealed weapon” has the same meaning as in Florida Statute Section 790.001(3)(a).
- e. In accordance with Florida Statute Section 790.15, no person will discharge any firearm on the airport except in the performance of official duties requiring such discharge thereof.

3.7 DAMAGE INSPECTION

- a. At the earliest opportunity, a damage inspection of any airport facilities involved in an accident or incident will be made by the Authority and any aircraft or vehicle owner or operator, to determine the extent of damages to the airport. Damages so sustained will be assessed by the Authority as a claim against the owner or operator of the aircraft or vehicle.
- b. No person will walk or drive across the movement areas of the airport without specific permission from the Authority and the Federal Aviation Administration (FAA) air traffic control tower at the airport.

3.8 RESPONSIBILITY FOR DAMAGES

Any person causing damage to or destroying public property of any kind, including buildings, fixtures or appurtenances, whether through violation of these rules and regulations or through any act or omission, will be fully liable to the Authority. Any such damage must be reported immediately to the Authority.

3.9 ACCIDENT REPORTS

Any person involved in any type of accident, occurring on airport property must make a full report to the Authority as soon as possible. The report will include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a statement of the facts.

3.10 PRESERVATION OF PROPERTY

- a. No person may destroy, injure, deface or disturb any building, sign, equipment, marker or other structure, landscaping or other property on the airport. Any person causing or is responsible for such injury, destruction, damage or disturbance will immediately report such damage to the Authority.
- b. No person may travel upon the airport other than on roads, walks or other rights-of-way provided for such specific purpose.
- c. No person may alter, add to or erect any building or sign, or make any excavation on the airport without prior written approval of the Authority.

3.11 LOST AND FOUND AND ABANDONED PROPERTY

- a. Any person finding lost articles in the public areas of the airport will immediately deposit them with the Authority. Lost articles will be handled in accordance with state law. Nothing in this paragraph will be construed to deny the right of airport tenants to maintain lost and found services for property of their patrons, invitees or employees.
- b. No person may knowingly abandon any personal property on the airport. Any property that has been determined by the Authority to be abandoned, will be removed, stored, and/or disposed of at the owner's expense and in accordance with Florida Statutes.

3.12 ALCOHOLIC BEVERAGES

No person may drink any alcoholic beverages on any part of the airport except in places properly designated.

3.13 SMOKING

In accordance with Florida Statutes, no person may smoke within an interior public area, enclosed indoor workspace, and other areas designated by signage as “no smoking”.

SECTION 4. FIRST AMENDMENT ACTIVITIES

4.1 GENERAL

No person will engage in First Amendment activities contained herein without first obtaining a permit. All First Amendment activities will be conducted:

- a. in strict compliance with this section and the Authority's policies, standard procedures, and directives;
- b. in the peaceful and orderly manner contemplated by law, without physical harm, molestation, threat, harassment, obscenities, violence, breach of the peace, damage to property, or other unlawful conduct; and
- c. without obstructing the use of the airport by others and without hindrance to or interference with the proper, safe, orderly and efficient operation of the airport and the activities conducted thereupon, and without interference with the constitutional rights of others.

4.2 LEAFLETING

- a. Leafleting, the repetitive or continuous distribution of printed or written non-commercial material at the airport is permitted only in compliance with the permitting process and procedures, and only in strict accordance with Authority's policies, standard procedures, and directives. Permitted leafleting will only include the distribution of non-commercial printed or written materials. The distribution of printed or written materials of a commercial nature by or on behalf of a commercial enterprise is governed by Section 2 of these rules and regulations.
- b. The Authority has determined that certain areas provide a reasonable opportunity for leafleting at the airport in order to ensure the safe, efficient and orderly flow of vehicular and pedestrian traffic so that the airport can be used for the purposes intended and in accordance with its design. The designated leafleting areas at the airport will be determined by the Authority on a case-by-case basis.

4.3 PICKETING

Picketing, the participation in a picket line as a picketer or the participation in any labor or other form of demonstration or protest is permitted only in strict accordance with Authority's policies, standard procedures, and directives. The Authority has determined that certain areas of the airport are the only areas that provide a reasonable opportunity for picketing on the airport in order to ensure the safe, efficient and orderly flow of vehicular and pedestrian traffic so that the airport can be used for the purposes intended and in accordance with its design. The designated leafleting areas at the airport will be determined by the Authority on a case-by-case basis.

4.4 PERMITTING PROCESS AND PROCEDURE

- a. Any person desiring to engage in leafleting or picketing at the airport must first obtain a written permit from the Executive Vice President of Operations and Customer Service or designee by submitting a written request setting forth the name, address and telephone number of the person or organization sponsoring, permitting or conducting the proposed activities; and a description of proposed activities. The request must include a statement that the proposed activities will not include solicitation and that the responsible person has read, understood and will abide by these rules and regulations.
- b. Any person may apply for a permit with the Authority on any Monday through Friday which is not a designated Authority holiday between 9:00 a.m. and 3:00 p.m. by providing the information described above. The Executive Vice President of Operations and Customer Service or designee will review the application for sufficiency of information and compliance with the rules and regulations, and will normally issue a permit no later than three hours from the time the application is received or notify the applicant in writing why issuance of a permit is delayed or denied. A permit will not be granted or denied based upon the view point of any non-commercial message. If the Executive Vice President of Operations and Customer Service or designee fails to issue a permit or statement of delay within three hours, it may be considered a denial of the permit, and the applicant may at their option seek a review of such denial by following the appeals procedure outlined below, or waive their rights thereto.
- c. The permit will designate that the holder is eligible to conduct activities at the airport for a period of up to 30 consecutive days and may be renewed on a month to month basis for a maximum of one year. At the end of the one year period, the person must re-apply if they wish to continue their activities. In such a case, applicants may be permitted to incorporate by reference any required documentation filed with a previous application.
- d. The First Amendment activities referred to herein will be conducted strictly in conformity with the terms and conditions set forth in the permit issued by the Executive Vice President of Operations and Customer Service or designee and these rules and regulations.
- e. No more than one person may engage in the permitted activity in each of the designated areas at a time. The number of persons and designated areas may be adjusted based on the operational impact to the airport.
- f. No permit holder will have the right to exclusive use of any designated area. Authorization for use of areas designated for the permitted activity will be granted daily on a first come first served basis. The permits are not transferable. In the event that two or more persons or organizations seek to conduct activities described herein at the same time, the Executive Vice President of Operations and Customer Service or designee will allocate, by lot or other equitable method, the available designated

areas or space within those areas between or among them on a daily basis.

4.5 VIOLATIONS BY PERMIT HOLDERS

Any violations of the provisions of Section 4 or Section 2.8 by any person will cause the termination of the permit under which they are operating. Upon termination, the person will not be eligible for a new permit for a period of six months. In the event of such termination, the Executive Vice President of Operations and Customer Service or designee will give notice thereof to the holder of the permit by sending a letter, certified mail or by overnight courier, to the address shown on the permit, indicating the reason for the termination. Upon receipt of the notice of termination described above, any person whose permit was so terminated must use the appeals process outlined below or waive any of their rights related thereto. Nothing in this section precludes the Chief Executive Officer or designee from removing from the airport, persons in violation of these rules and regulations.

4.6 ACTIVITIES DURING EMERGENCIES

The Chief Executive Officer or designee may declare an emergency because of unusually congested conditions in a facility due to adverse weather, schedule interruptions or extremely heavy traffic movements or for emergency security measures. In the event of such an emergency, an announcement to this effect will be made in the most efficient manner given the situation. Any person involved in First Amendment activities in an area affected by the emergency will immediately cease such activities for the duration of the emergency and will not resume such activities until the Chief Executive Officer or designee announces an end to the emergency.

4.7 APPEALS FROM FIRST AMENDMENT RELATED ACTIONS OR DECISIONS

- a. Upon receipt of a statement of delay or denial or termination of a permit described above, the applicant may submit, within ten days of such occurrence, a written request for review to the Chief Executive Officer. Such request must be sent in writing by certified mail or by overnight courier, and must specify all reasons why the statement, denial or termination should be modified or reversed. Any request for review filed in compliance with these rules and regulations will be reviewed by a fact-finding group whose duty is solely to gather data for the Chief Executive Officer. The group will consist of the Executive Vice President of Operations and Customer Service or designee, relevant staff members, and at least one Authority attorney. The group will present all data gathered, in the most efficient manner, to the Chief Executive Officer who, after a thorough review of the data, will send a written determination by certified mail or by overnight courier to the person requesting such review no later than ten days from receipt of request to review.
- b. The Chief Executive Officer's determination is final, unless within ten days from the Chief Executive Officer's determination, the applicant requests in writing, by certified mail, that an informal hearing before the Authority's board be held on the matter. If such hearing is requested, the Chief Executive Officer will prepare an independent recommendation to the Authority's board. The Authority's board will issue a written decision after a presentation by the applicant and the Chief Executive Officer at the hearing.

- c. Decisions of the Authority's board are final and subject to review or appeal by the appropriate court action or in some instances by proceedings before federal administrative agencies in accordance with applicable law. No new facts or issues will be considered by the reviewing court or agency.

SECTION 5. FIRE AND SAFETY

5.1 GENERAL

- a. All persons using the airport or the facilities of the airport must exercise the utmost care to guard against fire and injury to persons or property.
- b. All applicable codes, standards and recommended practices in the Cities of Plant City and Tampa, Hillsborough County, and the National Fire Protection Association (NFPA) now in existence or hereafter promulgated and not in conflict with these rules and regulations, or with the Authority's policies, standard procedures or directives or with federal aviation regulations, are hereby adopted by reference as part of these rules and regulations.

5.2 FUELING OPERATIONS

- a. No aircraft may be fueled or defueled while inside any building or structure.
- b. No person may start the engine of an aircraft on the airport if there is any gasoline or other volatile fluid on the ground within the vicinity of the aircraft.
- c. Any person, including the owner or operator of aircraft, causing overflowing or spilling of fuel, oil, grease or other contaminants anywhere on the airport will be responsible for ensuring the immediate cleanup of such spillage. In the event of failure or refusal to comply with such cleanup requirements, the spillage may be cleaned up by the Authority at the responsible party's expense.
- d. Any fuel spillage must be reported immediately to the fire department via telephone by dialing 9-1-1. Details of all spillages must be reported to the Authority, in compliance with the procedures contained in the airport emergency response manual. Aircraft fuel delivery devices and other vehicles will not be moved or operated in the vicinity of the spill until the spillage is removed. The person causing the spill will promptly post a fire guard.
- e. If a fire occurs in or near a fuel delivery device while servicing an aircraft, the fire department must be notified immediately by dialing 9-1-1. Fueling must be discontinued immediately and all emergency valves and dome covers must be shut down at once.
- f. No fuel vehicle designed for or employed in the transportation of fuel may be operated on a taxiway or runway at any time without prior permission from the Authority.
- g. No person may operate a radio transmitter or receiver, or switch electrical appliances on or off in an aircraft while it is being fueled or defueled.

5.3 AUTHORITY TO DISPENSE AVIATION FUEL

- a. Only those persons authorized by the Chief Executive Officer or designee, via a current self-fueling permit or those that have a verified status of an approved vendor, may dispense fuel into a public or private aircraft.
- b. No person may dispense aviation fuel directly into an automobile or sell fuel for such purposes.

5.4 LEASEHOLD HOUSEKEEPING

All persons occupying space at the airport must keep the space allotted to them clean and free from rubbish and accumulation of any material. Only approved boxes, crates, paint or varnish cans, bottles or containers may be stored in or about any leasehold, and all floors must be kept clean and free from fuel and oil. The use of volatile or flammable solvents for cleaning floors is prohibited. Approved metal receptacles with a self-extinguishing cover will be used for the storage of oily waste rags and similar material. The contents of these receptacles will be removed daily by persons occupying space; drip pans will be placed under engines and kept clean at all times and clothes lockers will be constructed of metal or fire-resistant material.

5.5 HAZARDOUS MATERIALS

- a. No person may, without prior permission from the Chief Executive Officer or designee, keep, transport, handle or store at, in or upon the airport any cargo of explosives or other hazardous articles which are barred from loading in or for transportation by civil aircraft in the United States under the current provisions of regulations promulgated by the United States Department of Transportation, the FAA, or by any other applicable authority. Compliance with said regulations will not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the airport. Advance notice of at least 24 hours must be given to the Chief Executive Officer or designee to permit full investigation and clearances for any operation requiring a waiver of this rule.
- b. No person may offer and no person may knowingly accept any hazardous article for shipment at the airport unless the shipment is handled and stored in full compliance with current federal aviation regulations.
- c. Any person engaged in the transportation of hazardous articles must have designated personnel at the airport authorized and responsible for receiving and handling such shipments in compliance with state and federal regulations.
- d. Any person engaged in the transportation of hazardous articles must provide storage facilities which reasonably ensure against unauthorized access or exposure to persons and against damage to shipments while in the airport.

5.6 STORAGE OF EQUIPMENT

Unless otherwise provided for by a contractual agreement, no person will use any area of the airport, including buildings, whether privately or publicly owned, for the storage of cargo or any other property or equipment without prior permission of the Chief Executive Officer or designee. The Chief Executive Officer or designee will have the authority to order the cargo or any other property removed and stored at the expense of the owner or consignee without responsibility or liability by the Authority.

5.7 REPAIRING AIRCRAFT

- a. No person may repair an aircraft or aircraft engine, propeller or other aircraft apparatus in any area of the airport other than those areas specifically designed for such repairs, except that minor adjustments or repairs may be made while the aircraft is at an aircraft parking position prepared for departure.
- b. Aircraft repairs in storage areas of hangars are limited to inspections and replacement of parts and repairs incident thereto, provided such repairs do not involve appliances using open flames or heated parts.
- c. The starting or operating of aircraft engines inside any hangar is prohibited. This will not be construed as prohibiting the use of tractors with NFPA approved exhaust systems when moving planes within any hangar.

5.8 POWDER OR EXPLOSIVE CARTRIDGE ACTIVATED TOOLS

No person may use powder or explosive cartridge activated tools or fastening devices anywhere on the airport without prior written authorization of the Authority.

SECTION 6. AERONAUTICAL

6.1. GENERAL

a. Interference with Aircraft

No person may aim, throw, shoot or propel any object or laser beam in such a manner as to interfere with or endanger the safe operation of any aircraft taking off from, landing at or operating on the airport or any vehicle operating on the airport.

b. Compliance with Orders

All aeronautical activities at the airport must be conducted in compliance with the current applicable federal aviation regulations and the Authority's rules and regulations, policies, standard procedures and directives.

c. Hold Harmless

Aircraft owners, pilots, agents or their duly authorized representatives will release or discharge the Authority, its board, its officers and its employees of and from liability for any damage which may be suffered by any aircraft and its equipment and for personal injury or death.

d. Prohibited Operations and Liability

1. No person may operate aircraft at the airport in a careless manner or in disregard of the rights and safety of others.
2. All persons using the airport will be held liable for any property damage caused by carelessness or negligence on or over the airport and any aircraft operated, so as to cause such property damage, may be retained in the custody of the Authority and the Authority may have a lien on said aircraft until all charges for damages are paid. Any person liable for such damage will indemnify fully and save and hold harmless the Authority, its board, its officers and its employees from claims, liabilities and causes of action of every kind, character and nature and from all costs and fees, including attorney's fees connected therewith and from the expenses of the investigation thereof.

e. Denial of Use of Airport

The Chief Executive Officer or designee has the right at any time to close the airport in its entirety or any portion thereof to air traffic, to delay or restrict any flight or other aircraft operation, to refuse take off permission, and to deny the use of the airport or any portion thereof to any specified class of aircraft or any individual or group when necessary to avoid endangering persons or property and to be consistent with the safe and proper operation of the airport. In the event the Chief

Executive Officer or designee believes the condition of the airport to be unsafe for landings or take offs, it will be within their authority to issue or cause to be issued, a Notice to Airmen (NOTAM) closing the airport or any portion thereof.

f. Aircraft Accidents or Incidents

The pilot or operator of any aircraft involved in an accident or incident on the airport causing personal injury or property damage must, in addition to all other reports required by other agencies, make a prompt and complete report concerning said accident or incident to the Authority. When a written report of an accident or incident is required by federal aviation regulations, a copy of such report may also be submitted. The report will be filed within 48 hours from the time of the accident or incident.

g. Disabled Aircraft

Subject to compliance with appropriate federal aviation regulations, the aircraft owner will be responsible for the prompt removal of all disabled aircraft and parts of such aircraft at the airport, as reasonably directed by the Authority. In the event of owner's failure or refusal to comply with such directions, the disabled aircraft or any and all parts thereof may be removed by the Authority at the owner's expense and without liability for damage which may result from such removal.

h. Tampering with Aircraft

No person may interfere or tamper with any aircraft, put in motion such aircraft, use or remove any aircraft, aircraft parts, instruments or tools without positive evidence of permission of the owner.

i. Cleaning, Maintenance and Repair of Aircraft

No person shall clean, paint, wash, polish or otherwise maintain an aircraft, other than in areas approved and in the manner designated by the Authority.

j. De-icing of Aircraft

No person may de-ice an aircraft by applying any substance without prior written permission from the Authority and compliance with an airport approved plan.

k. Hand Propping of Aircraft

Hand propping is not allowed unless there is no other means of starting an aircraft. Pilots are solely responsible for liability resulting from this type of action.

l. Certification of Aircraft and Licensing of Pilots

All aircraft operating at the airport will display on board the aircraft a valid airworthiness certificate issued by the FAA or appropriate foreign government and will display on the exterior of the aircraft a valid registration number issued by the FAA or appropriate foreign government. All persons operating aircraft on the airport will possess an appropriate license, issued by the FAA or appropriate foreign government.

m. Registration of Aircraft

The Authority may require the registration of pilots and aircraft using the airport and such pilots will comply with the registration requirements.

n. Payment of Fees

The payment of rentals, fees, and charges relating to the use of airport premises and facilities will be made before take off. In lieu of such payment, satisfactory credit arrangements may be made by the pilot or owner of aircraft with the Authority or the appropriate entity before leaving the airport.

6.2. AIRPORT OPERATIONAL RESTRICTIONS

a. Unless contrary to federal aviation regulations, the Authority has the power to restrict the use of the airport with respect to the following types of operations:

1. touch and go flights;
2. training flights;
3. experimental flights;
4. equipment demonstration;
5. air shows;
6. maintenance flight checks;
7. aircraft type

Such designation of restriction will be established through the issuance of directives.

- b. Without prior approval, the Authority will prohibit use of the airport for:
 - 1. powerless aircraft;
 - 2. banner towing, except that no banner towing will be permitted at Peter O. Knight Airport;
 - 3. kites, model airplanes, tethered balloons or other objects constituting a hazard flow on or within the vicinity of the airport;
 - 4. parachute jumping over or on to the airport; and
 - 5. ultralight vehicle activity as defined in 14 CFR §103.1.

- c. Take Offs and Landings
 - 1. No person may cause an aircraft, other than a helicopter, to land or take off at the airport, except on a runway. Helicopters may operate from a helipad or other approved location.
 - 2. No person may turn an aircraft in order to reverse direction on a runway.
 - 3. Persons landing an aircraft at the airport will make the landing runway available to other aircraft by leaving said runway as promptly as possible, consistent with safety.
 - 4. Any person operating or controlling an aircraft landing at or taking off from the airport will comply with applicable aircraft noise limits as promulgated by the federal government or the Authority, whichever is the most restrictive.

- d. Preferential Runway Use

To minimize flights over noise sensitive residential areas, the Authority may issue directives for preferential runway use.

6.3 AIRCRAFT GROUND RULES

- a. Aircraft Parking
 - 1. No person may park an aircraft in any area on the airport except those designated and in the manner prescribed by the Authority. If any person uses unauthorized areas for aircraft parking, the aircraft parked may be removed by or at the direction of Authority at the risk and expense of the owner.
 - 2. No aircraft will be left unattended on the airport unless it is in a hangar or adequately secured.

3. Articles left in aircraft are the sole responsibility of the aircraft owner/pilot. Theft or vandalism of said articles are not the Authority's responsibility.
- b. Derelict and Abandoned Aircraft
1. No person may park or store an aircraft in a derelict or abandoned condition on airport property, including leased premises, without written permission from the Authority.
 2. No person will store or retain aircraft parts or components held as inventory anywhere on the airport, other than in an enclosed authorized facility or in a manner approved by the Authority in writing.
 3. Whenever any aircraft is parked, stored or left in a derelict or abandoned condition on the airport in violation of the provisions of this section, the aircraft is subject to removal by the Authority pursuant to Florida Statute Section 705.183.
- c. Starting and Running Aircraft Engines
1. No aircraft engine may be run at the airport unless a pilot or certified airframe and power plant mechanic qualified to run the engines of that particular type aircraft is at the controls and blocks have been placed in front of the wheels or the aircraft parking brakes are set adequately.
 2. No person may run an engine of an aircraft parked on the airport in a manner that could cause injury to persons, damage to property or endanger the safety of operation on the airport.
 3. Aircraft engines may be started or operated only in the places and times designated for such purposes by the Authority's policies, standard procedures or directives.
 4. Engine run ups for aircraft maintenance or purposes other than pre-flight will be conducted in designated areas and during designated hours prescribed by directive.
 5. No aircraft engine will be run-up or started up while under the roofline of a hangar, whether said hangar is enclosed or not.
 6. Noise emanating from aircraft engines during ground operations must be maintained within the applicable aircraft engine noise limits promulgated by the federal government or the Authority, whichever is the most restrictive.

- d. Aircraft Taxiing
 - 1. No person may taxi an aircraft on the airport until they have ascertained that there is no danger of collision with any persons or objects.
 - 2. All aircraft will be taxied at a safe and reasonable speed.
 - 3. All aircraft operating on the airport may be equipped with wheel brakes in proper working order.
 - 4. When taxiing aircraft are converging, the aircraft involved will pass each other bearing to the right, unless otherwise directed by the control tower, if any.
 - 5. No aircraft will be taxied into or out of any hangar under its own power.
 - 6. All aircraft being taxied, towed or otherwise moved on the airport will proceed with navigational lights on during the hours between sunset and sunrise.

6.4 HELICOPTER OPERATION

In addition to all other rules and regulations set out herein, all helicopters must:

- a. operate under the direction of the control tower, if available;
- b. avoid fixed-wing aircraft traffic patterns and altitudes to the maximum extent possible;
- c. taxi, tow or otherwise move with rotors turning only if there is a clear area of at least 50 feet in all directions from the outer tips of the rotors;
- d. operate at least 200 feet from any areas on the airport where unsecured light aircraft are parked; and
- e. when operating at Tampa Executive Airport, (1) arrive and depart on runway heading or west of runway heading only, (2) operate at or above 500 feet above mean sea level (AMSL) east, southeast or northeast of the runway in airport traffic pattern and (3) operate at or above 500 feet AMSL when flying over Eureka Springs Park.

6.5 USE OF T-HANGARS AND STORAGE HANGARS

Tenants will use their hangar premises in accordance with the operating directives of the Authority and adhere to the following requirements:

- a. T-hangars and storage hangars will not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises.
- b. T-hangar and unit storage hangars will be used for storage of aircraft only. Tenants may not use the premises to store furniture, construction materials or other objects foreign to the intended primary use of the premises.
- c. No items of any nature will be attached to the building, interior or exterior. No aircraft or aircraft component may be suspended or lifted utilizing the building or any component of the building.
- d. No alterations will be made to the hangar structure without written approval by the Authority. Alterations are subject to removal by the Authority at tenants' expense, upon 30 days written notice unless the Chief Executive Officer or designee, determining that safety reasons require the waiving of such notice, for the purpose of repair, construction or other purposes deemed necessary by the Authority.
- e. No flammable material or refuse will be stored or allowed to accumulate in hangars, except that tenants may store not more than five gallons of flammable fluids including a reasonable amount of aircraft lubricants, within the premises, provided that any such storage will be limited to NFPA approved containers or unopened original containers.
- f. Aircraft are not to be washed with running water in hangars when such washing will cause drainage into or through another hangar.
- g. No paint spraying or spraying of any kind will be permitted or the installation of air compressors for any purpose, except that the use of non-electric, non-combustible, air compressor tanks used to inflate aircraft tires are permitted.
- h. No mechanical maintenance of any nature is permitted without special permission from Authority.
- i. No tools, equipment or material will be used in the hangars that could constitute a fire hazard.
- j. No smoking in hangars is permitted.
- k. Tenants will exercise reasonable care to keep oil, grease or similar products off the floor.
- l. Tenants will see that electric current and water, if available, is not used excessively.
- m. No signs will be erected or painted on the exterior or interior of hangars.
- n. Hangar doors will be kept closed at all times, except when moving aircraft, working

on aircraft or when aircraft will be gone for only a short time and at no time will doors be left open at night.

- o. No aircraft or vehicle is to be parked by any hangar, in such a manner as to block access to adjoining hangar spaces or to cause inconveniences to other tenants.
- p. The premises are for the private use of tenant and may not be used for any commercial purpose including, but not limited to, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
- q. Tenants will not be permitted to perform repair service on automobiles or automotive equipment of any kind other than an authorized motorized towing vehicle from or at the premises.

SECTION 7. MOTOR VEHICLES

7.1 GENERAL TRAFFIC REGULATIONS

a. Authority

Operation of vehicles on the airport will be in compliance with all applicable federal laws, municipal ordinances, and state laws, including the Florida Uniform Traffic Control Law and these rules and regulations. No person will operate a motor vehicle on the airport without an appropriate valid driver's license.

b. Discharge of Material

1. No person will operate an uncovered vehicle to haul trash, dirt or any other material on the airport without prior permission of the Authority.
2. No person may spill or discharge any type of material from a vehicle operated on the airport.

c. Traffic Signs and Signal Devices

Signs, markers or devices erected on the airport will be prima facie evidence that they were erected or placed under proper authority. Failure to comply with the directions indicated on signs, markers or devices erected or placed in accordance herewith will be a violation of these rules and regulations and of the applicable provisions of the Florida Uniform Traffic Control Law.

d. Pedestrian Right-of-Way

The operator of any vehicle must yield the right-of-way to a pedestrian who crosses within a marked pedestrian crosswalk, except where the movement of traffic is being otherwise actively regulated by Authority personnel or traffic control devices. The driver of a vehicle must exercise due care for the safety of any pedestrian upon a roadway.

e. Vehicle Condition

No person may operate upon the airport any motor vehicle which:

1. is so constructed, equipped or loaded, or which is in such unsafe condition, as to endanger persons or property; or
2. has attached thereto any object or equipment, including that which is being towed, drags, swings or projects so as to be hazardous to persons or property.

f. Closing or Restricting Use of Airport Roadways

The Chief Executive Officer or designee is authorized to close or restrict the use of all airport roadways to vehicular traffic in the interest of public safety.

g. Storing, Parking and Repairing Vehicles

No motor vehicle may be stored, parked or repaired on airport property, except in areas so designated by the Authority, except for minor repairs necessary with respect to a temporarily disabled vehicle.

h. Slow-Moving Vehicles, Equipment and Machinery

Every slow-moving vehicle, equipment or machinery designed for use and speeds of less than 25 miles per hour being operated on airport roadways must be equipped with and display a triangular slow-moving vehicle emblem mounted on the rear or in case of towed units, on the rearmost unit being towed.

i. Engine Turn Off

Operators of all motor vehicles being operated on the streets or other vehicular traffic areas on the airport, including parking areas, must turn off the vehicle's engine when such vehicle is parked or is waiting other than at a traffic control device, requiring the vehicle to stop temporarily or to permit the safe passage of persons or other vehicles.

j. Any vehicle entering the airport will be subject to inspections in accordance with federal regulations.

7.2 PROCEDURE IN CASE OF ACCIDENTS

The driver of any vehicle involved in an accident on the airport which results in injury to or death of any persons or property damage must immediately stop such vehicle at the scene of the accident and immediately, by the quickest means of communication, give notice of the accident to the applicable law enforcement agency.

7.3 SPEED LIMITS

The operator of a motor vehicle must drive such vehicle on the streets and other vehicular traffic areas on the airport, including parking areas, at a speed that is reasonable and prudent under the existing conditions, having due regard to actual and potential hazards and will comply with speed limits indicated on signs posted and maintained by the Authority. In areas in which signs are not posted, the speed limit will be 15 miles per hour.

7.4 VEHICLE OPERATIONS ON AIR OPERATIONS AND MOVEMENT AREA

a. Permission

No person may operate a motor vehicle on the AOA or movement area unless permission based on operational need has been granted by the Chief Executive Officer or designee. Special authorization and training will be required for operation on the movement area.

b. Parking

No motor vehicle may be parked on any portion of the AOA, except those trucks and other vehicles necessary for the servicing of aircraft and the maintenance of the airport and then only if it is properly identified in accordance with the airport security plan.

c. Restricted Parking

No person will park a vehicle in any manner so as to block or obstruct fire hydrants and the approaches thereto, gates or emergency exits or building entrances or exits.

d. Right-of-Way Aircraft

Aircraft taxiing in the AOA will have the right-of-way over vehicular traffic.

7.5 PUBLIC PARKING

a. Operators of motor vehicles using the public parking lots at the airport must observe and comply with all regulatory and directional traffic signs posted on said facilities.

b. Vehicles will park in marked spaces only. No person will park a motor vehicle in any marked parking space in such a manner as to occupy a part of another space.

c. Any vehicle remaining in a public parking lot on the airport for more than 45 consecutive days will be considered an abandoned vehicle.

7.6 RESERVED PARKING

a. No person may park any vehicle in reserved parking areas without a valid permit issued by the Authority. Each vehicle parked in a reserved area must prominently display the identifying insignia provided by the Authority or will bear other markings acceptable to the Authority. Every such vehicle will be parked only in the space or area as specifically assigned.

7.7 ISSUANCE OF TRAFFIC CITATIONS AND TICKETS

- a. Law enforcement officers are authorized to issue traffic citations or parking tickets for violation of any provision of the Florida Uniform Traffic Control Law or the Authority's rules and regulations governing the operation, loading, unloading or parking of motor vehicles on the airport.

SECTION 8. PENALTIES

8.1 CEASE AND DESIST ORDERS

The Chief Executive Officer or designee may order any person to cease and desist any activities or conduct in noncompliance with the Authority's rules and regulations, policies, standard procedures or directives.

8.2 REMOVAL FROM OR DENIAL OF ACCESS TO AIRPORT

- a. The Chief Executive Officer or designee may deny access to or order any person removed from the airport who knowingly fails to comply with a cease and desist order.
- b. Such order will set forth the reasons for and dates on which removal or denial of access will begin and end.

8.3 APPEALS FROM CEASE AND DESIST ORDERS

- a. Upon issuance of a cease and desist order described above, the person may submit, within ten days of receipt of the order, a written request for reconsideration to the Chief Executive Officer. Such request must be sent in writing by certified mail or by overnight courier and must specify all reasons why the order should be modified or reversed. Any request for reconsideration filed in compliance with these rules and regulations will be reviewed by a fact-finding group whose duty is solely to gather data for the Chief Executive Officer. The group will consist of the Executive Vice President of Operations and Customer Service or designee, relevant staff members, and at least one Authority attorney. The group will present all data gathered in the most efficient manner, to the Chief Executive Officer who, after thorough review of the data, will send a written determination by certified mail or by overnight courier to the person requesting such reconsideration.
- b. The Chief Executive Officer's determination is final, unless within ten days from the Chief Executive Officer's determination, the person requests in writing, by certified mail or by overnight courier, that an informal hearing before the Authority's board. If such hearing is requested, the Chief Executive Officer will prepare an independent recommendation to the Authority's board. The Authority's board will issue a written decision after a presentation by the person and the Chief Executive Officer at the hearing.
- c. Decisions of the Authority's board are final and subject to review or appeal by the appropriate court action or in some instances by proceedings before federal administrative agencies, in accordance with applicable law. No new facts or issues will be considered by the reviewing court or agency.

8.4 REMOVAL OF PROPERTY

- a. The Authority may remove or cause to be removed from any restricted or reserved areas, any roadway or right-of-way or any other unauthorized area or structure at the airport, any property which is disabled, abandoned or unattended which creates an operations problem, nuisance, security or safety hazard or which otherwise is placed in an illegal, improper or unauthorized manner. Any such property may be removed or caused to be removed by the Authority to an official impound area or such other area designated by the Authority.
- b. Any property impounded by the Authority will be released to the owner or operator thereof, upon proper identification of the property, provided that the person claiming it pays any towing, removal or storage charges and any other accrued fees. The Authority will not be liable for any damage which may be caused to the property or loss or diminution of value which may be caused by the act of removal.

8.5 REMOVAL OF PERSONS

Violators of cease and desist orders will be considered trespassers and removed from airport property.

8.6 INTENT

Nothing in the preceding sections is intended to preclude any authorized Authority personnel from taking other action authorized by law.

8.7 SEVERABILITY

The provisions of these rules and regulations will be severable and if any of the provisions hereof will be held to be unconstitutional or invalid, such determinations will not affect the constitutionality or validity of any of the remaining provisions of these rules and regulations. It is hereby declared to be the Authority's intent that such remaining provisions would have been adopted had such unconstitutional or invalid provision or provisions had not been included herein.

SECTION 9. JURISDICTION

9.1 PETER O. KNIGHT AIRPORT

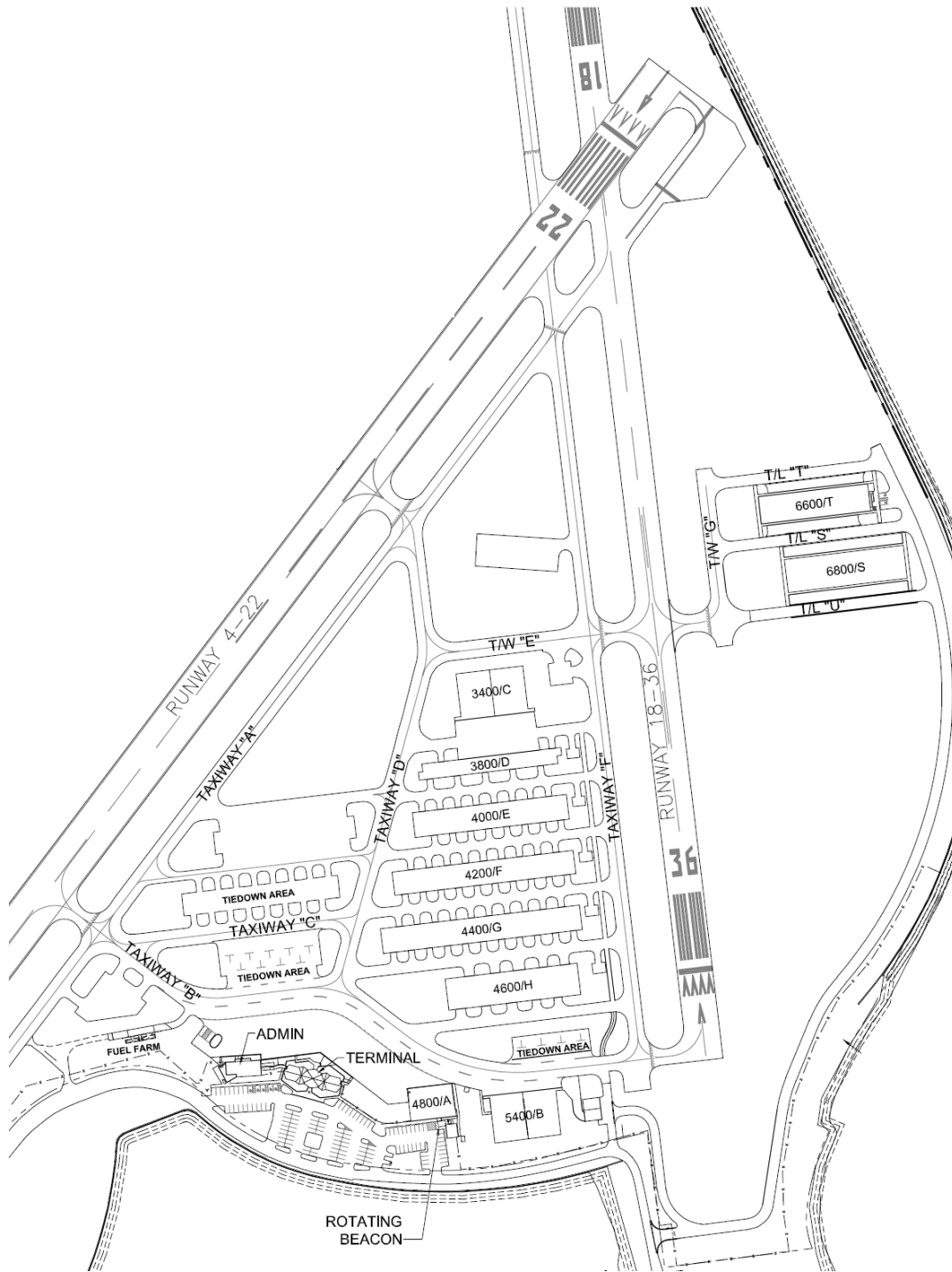
- a. The airport boundaries and environs are within the City of Tampa.
- b. The fire department having jurisdiction over the airport is the Tampa Fire Department.
- c. The law enforcement agency having jurisdiction over the airport is the Tampa Police Department.

9.2 PLANT CITY AIRPORT

- a. The airport boundaries and environs are within the City of Plant City.
- b. The fire department having jurisdiction over the airport is the Plant City Fire Department.
- c. The law enforcement agency having jurisdiction over the airport is the Plant City Police Department.

9.3 TAMPA EXECUTIVE AIRPORT

- a. The airport boundaries and environs are within the County of Hillsborough.
- b. The fire department having jurisdiction over the airport is Hillsborough County Fire Department.
- c. The law enforcement agency having jurisdiction over the airport is the Hillsborough County Sheriff's Office.



LEGEND

Premises

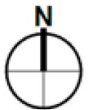


EXHIBIT B-1

Premises – Peter O. Knight Airport
ATLAS AVIATION TAMPA, INC.



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

FEBRUARY 2019

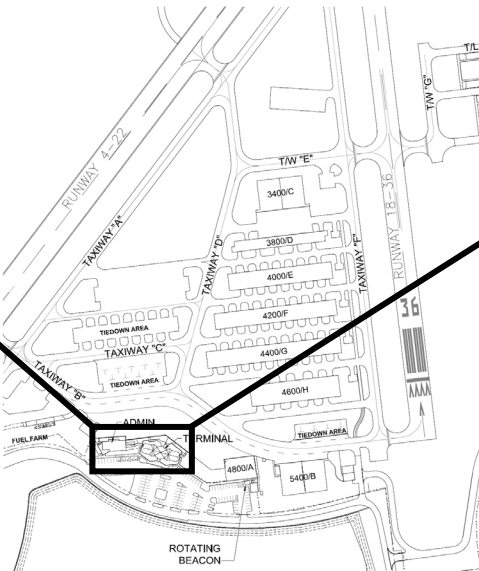
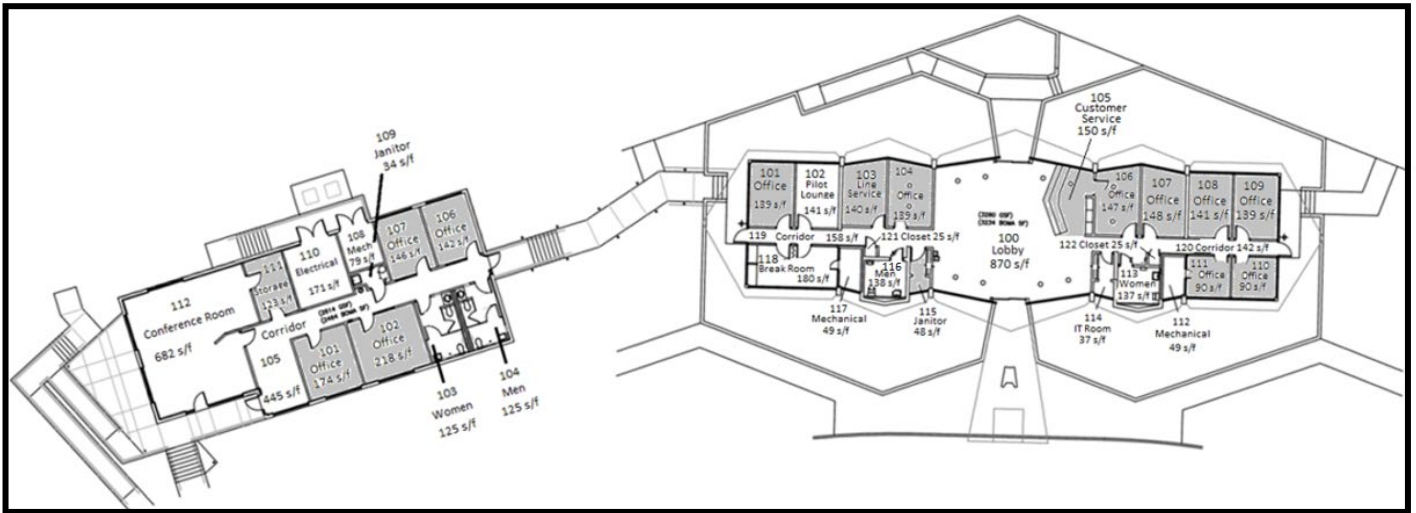
COMPANY'S PREMISES

Admin / Annex Building

- 101 – Office
- 102 – Office
- 106 – Office
- 107 – Office
- 109 – Janitor
- 111 – Storage

Terminal Building

- | | |
|------------------------|---------------|
| 101 – Office | 108 - Office |
| 103 – Line Service | 109 - Office |
| 104 – Office | 110 – Office |
| 105 – Customer Service | 111 – Office |
| 106 – Office | 115 – Janitor |
| 107 – Office | 121 – Closet |
| | 122 – Closet |



LEGEND

Company's Premises

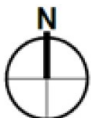


EXHIBIT B-1(a)

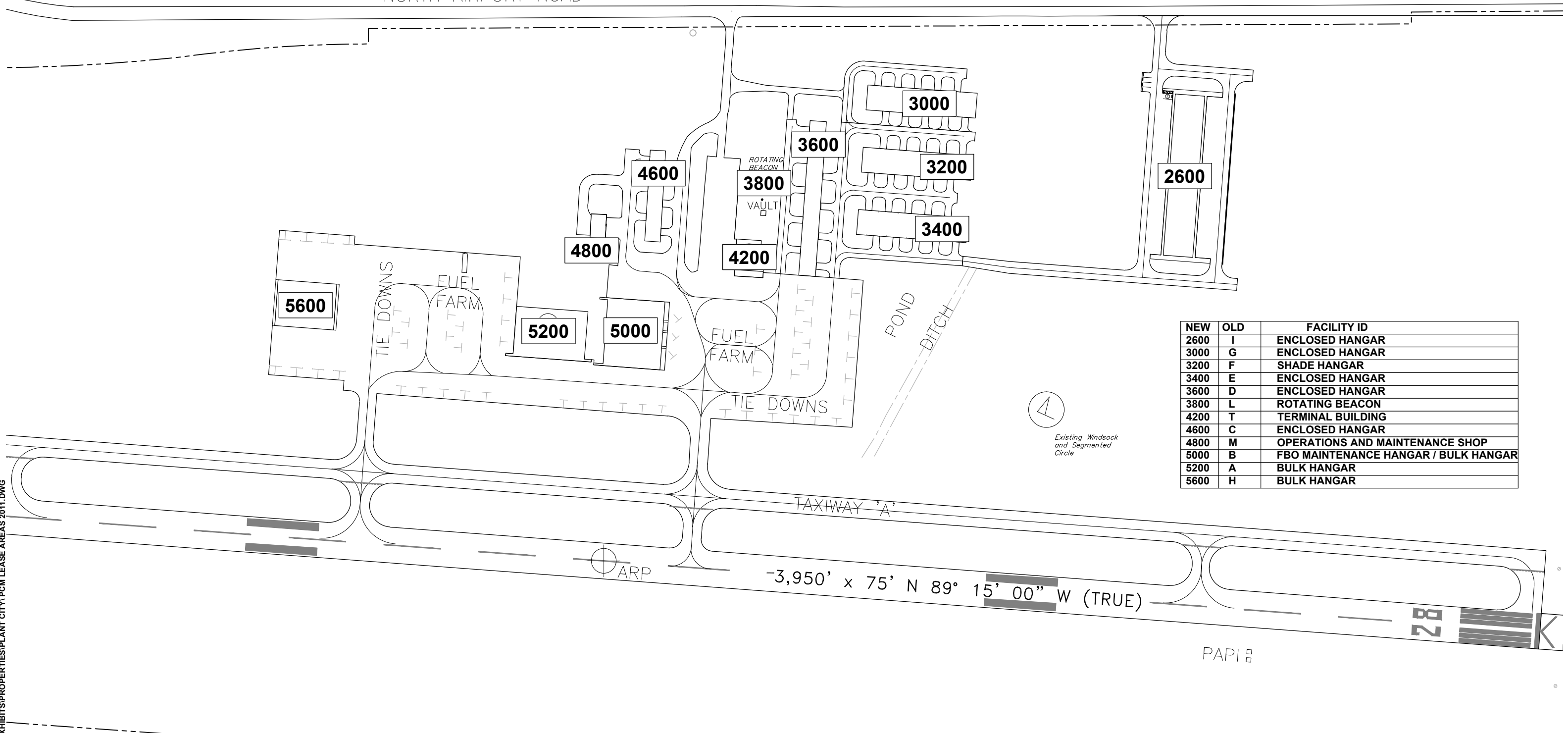
Company's Premises – Peter O. Knight Airport
ATLAS AVIATION TAMPA, INC.



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

FEBRUARY 2019

NORTH AIRPORT ROAD

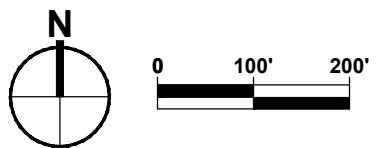


NEW	OLD	FACILITY ID
2600	I	ENCLOSED HANGAR
3000	G	ENCLOSED HANGAR
3200	F	SHADE HANGAR
3400	E	ENCLOSED HANGAR
3600	D	ENCLOSED HANGAR
3800	L	ROTATING BEACON
4200	T	TERMINAL BUILDING
4600	C	ENCLOSED HANGAR
4800	M	OPERATIONS AND MAINTENANCE SHOP
5000	B	FBO MAINTENANCE HANGAR / BULK HANGAR
5200	A	BULK HANGAR
5600	H	BULK HANGAR

Existing Windsock and Segmented Circle

-3,950' x 75' N 89° 15' 00" W (TRUE)

AIRPORT PROPERTY LINE



FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\PROPERTIES\PLANT CITY\PCM LEASE AREAS 2011.DWG

EXHIBIT B-2

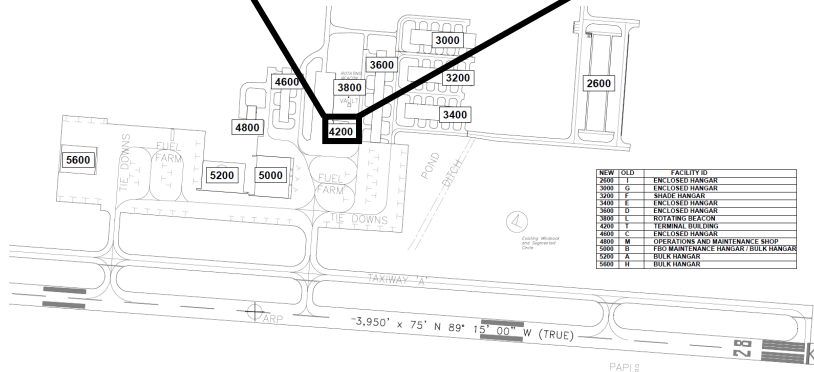
PREMISES - PLANT CITY AIRPORT



ATLAS AVIATION TAMPA, INC.
FEBRUARY 2019

COMPANY'S PREMISES

- 109 – Office
- 112 – Line Service
- 113 – Manager
- 114 – Closet
- 115 – Janitor
- 116 – Office
- 117 – Closet
- 120 – Customer Service
- 121 – Closet



NEW	OLD	FACILITY ID
	2000	I ENCLOSED HANGAR
	3000	O ENCLOSED HANGAR
	3100	F SHADE HANGAR
	3400	E ENCLOSED HANGAR
	3600	D ENCLOSED HANGAR
	3800	L ROTATING BEACON
	4200	I TOWER/BEACON
	4800	C ENCLOSED HANGAR
	4900	M OPERATIONS AND MAINTENANCE SHED
	5000	B FBO MAINTENANCE HANGAR / BULK HANGAR
	5200	A BULK HANGAR
	5600	N BULK HANGAR

LEGEND

Company's Premises

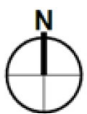


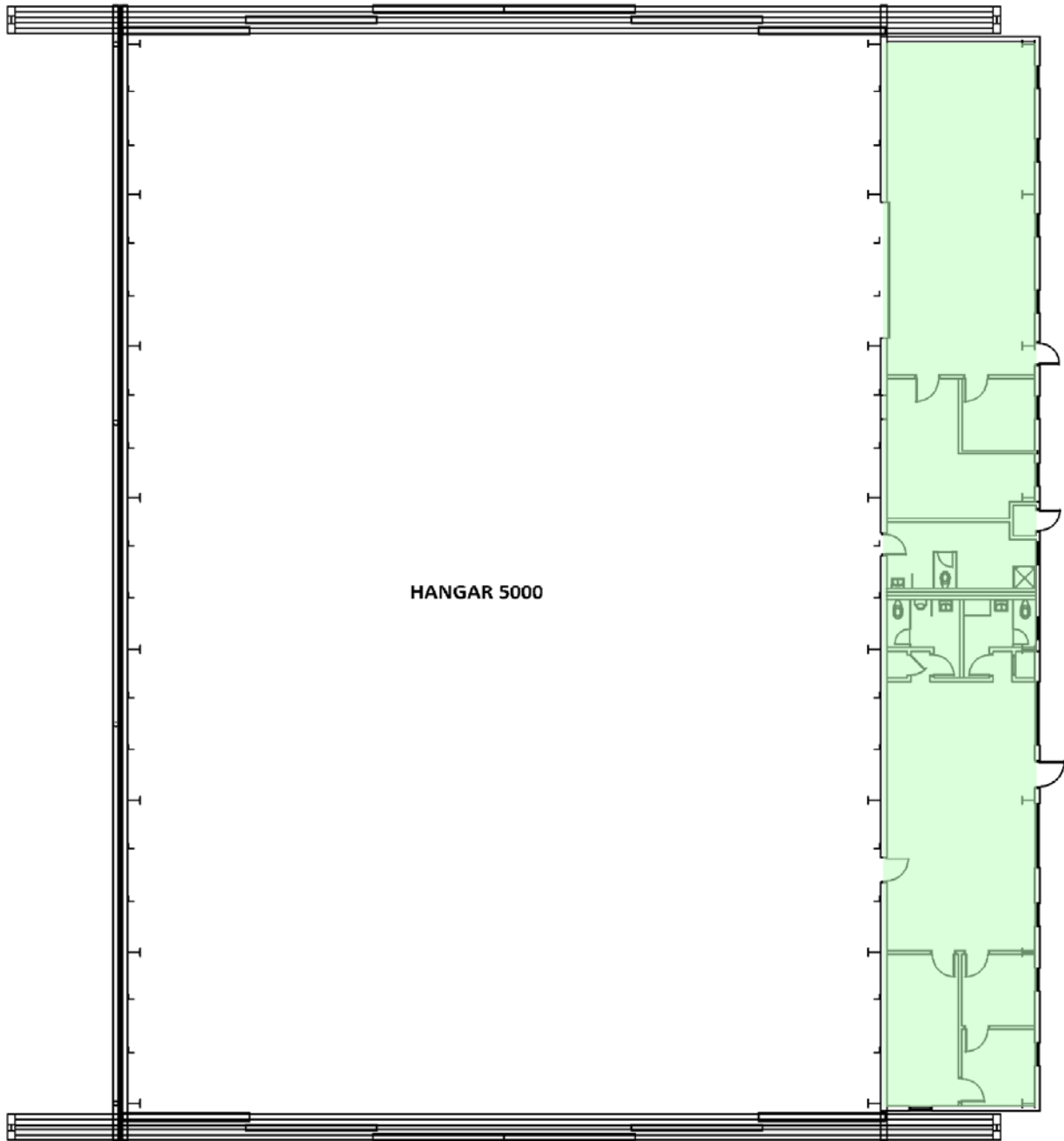
EXHIBIT B-2(a)

Company's Premises – Plant City Airport
ATLAS AVIATION TAMPA, INC.



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

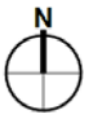
FEBRUARY 2019



HANGAR 5000

LEGEND

Company's Premises




 Company's Premises
+ 5,000 square feet of hangar space

EXHIBIT B-2(b)

Company's Premises – Building 5000 – Plant City Airport
ATLAS AVIATION TAMPA, INC.



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

FEBRUARY 2019

EXHIBIT C

AUTHORITY INVENTORY AT PETER O. KNIGHT AIRPORT AND PLANT CITY AIRPORT

Asset ID	Description	Airport	Building	Serial Number	Model	Acquisition date	Cost
707151	SOFA-LEATHER	TPF	TPF.33000 - HANGARS - TPF	HANGAR 6600	DIA30AC4	10/14/2015	\$1,055.58
701970	CREDENZA-MAHOGANY	TPF	TPF.33000 - HANGARS - TPF	HANGAR 6600	HTLCREDA	10/14/2015	\$1,023.41
123731	VG204-VOICE GATEWAY ANALOG-TB1380	TPF	TPF.ADMINISTRATIVE BUILDING	FCH1517R00Q	VG204	6/10/2011	\$1,083.74
128771	PIVOT 3 STORAGE ARRAY - TPF	TPF	TPF.ADMINISTRATIVE BUILDING	10-0062-00 VGBG00ZAA1	R2 24TB	10/30/2014	\$28,255.00
127971	NEC PROJECTOR - CONF ROOM	TPF	TPF.ADMINISTRATIVE BUILDING	011508794500021FJ	P451X	7/23/2014	\$1,567.68
125724	AXIS VIDEO ENCODER - IT RM	TPF	TPF.ADMINISTRATIVE BUILDING	00408CE412CA	0291-001-01	8/29/2013	\$1,110.00
121704	REFRIDERATOR-LG WIDE FRENCH DOOR	TPF	TPF.ADMINISTRATIVE BUILDING	911MRJF00892	LFC23760SB/01	12/18/2009	\$1,105.99
106886	MONITOR - TPF AWOS MONITOR STATION	TPF	TPF.ADMINISTRATIVE BUILDING	8K7L	1908FP	8/19/2008	\$241.00
124662	SWITCH-WS-C3750X-24P-L- MAINTENANCE HANGER	TPF	TPF.HANGAR	FDO1540K0FR	C3750X	1/31/2012	\$5,294.75
125931	UPS-SMT2200	TPF	TPF.TERMINAL BUILDING	IS1212001180	C3750X-48P-L	12/4/2012	\$1,045.12
701968	GLIDING SETTEE	TPF	TPF.TERMINAL BUILDING		#108	8/19/2015	\$1,180.99
701969	GLIDING SETTEE	TPF	TPF.TERMINAL BUILDING		#108	8/19/2015	\$1,180.99
703055	MONITOR-40"	TPF	TPF.TERMINAL BUILDING	05QPHCH800601H	DC40E-M	10/17/2016	\$1,166.81
703056	MONITOR-40"	TPF	TPF.TERMINAL BUILDING	05QPHCH500040D	DC40E-M	10/17/2016	\$1,166.81
127475	55" SAMSUNG MONITOR - TPF LOBBY	TPF	TPF.TERMINAL BUILDING	Z6XYHCDF100158	LE55C	3/4/2014	\$1,747.32
125586	SWITCH-C3750 - ELEC VAULT	TPF	TPF.TERMINAL BUILDING	FDO1610P0DS	C3750X-48P-L	4/16/2012	\$7,096.85
126765	(2) SEATS WITH TABLE	TPF	TPF.TERMINAL BUILDING		L40TB25UAWF4NSG251T	8/6/2013	\$1,303.14
126766	(2) SEATS WITH TABLE	TPF	TPF.TERMINAL BUILDING		L40TB25UAWF4NSG251T	8/6/2013	\$1,303.14
126767	(2) SEATS WITH TABLE	TPF	TPF.TERMINAL BUILDING		L40TB25UAWF4NSG251T	8/6/2013	\$1,303.14
126771	(2) SEAT INTERVENING ARM W/UPH ARM	TPF	TPF.TERMINAL BUILDING		640IA25UA-27-WF3NSG-	8/6/2013	\$1,040.85
126772	(2) SEAT INTERVENING ARM W/UPH ARM	TPF	TPF.TERMINAL BUILDING		640IA25UA-27-WF3NSG-	8/6/2013	\$1,040.85
126773	(2) SEAT INTERVENING ARM W/UPH ARM	TPF	TPF.TERMINAL BUILDING		640IA25UA-27-WF3NSG-	8/6/2013	\$1,040.85
124785	ADAPTIVE SECURITY APPLIANCE 5505-ELECTRICAL VAULT	TPF	TPF.TERMINAL BUILDING	JMX1612414M	ASA5505	4/3/2012	\$1,434.23
124693	SWITCH-WS-C3750X-48P-L	TPF	TPF.TERMINAL BUILDING	FDO1552V0DC	C3750X	1/31/2012	\$8,579.75
124840	ROUTER-2921 (TPF ROOM 1109)	TPF	TPF.TERMINAL BUILDING		2921	5/9/2012	\$4,505.90
101806	ICE MACHINE - ANNEX BLDG	TPF	TPF.TERMINAL BUILDING	7.1112800118e+012	ICEU150FA3	1/17/2008	\$2,591.00
103931	TABLE OVAL - HANGAR "I"	PCM	PCM.HANGAR I		HMIET162C	8/1/1999	\$1,432.89
701971	BUFFET-2 DOOR, 1 DRAWER	PCM	PCM.HANGARS	HANGAR 2600	92-2436BFW/MWWB	10/19/2015	\$1,168.40
701972	BUFFET-2 DOOR, 1 DRAWER	PCM	PCM.HANGARS	HANGAR 2600	92-2436BFW/MWWB	10/19/2015	\$1,168.40
126261	REFRIDGE-25CU FT-FRENCH DOOR	PCM	PCM.TERMINAL BUILDING		44208	5/14/2012	\$1,690.98
101408	ICE MACHINE - FBO	PCM	PCM.TERMINAL BUILDING	7.0212800103e+012	ICEU 150	7/19/2007	\$2,651.00
703057	MONITOR-40"	PCM	PCM.TERMINAL BUILDING	05QPHCHJ500039B	DC40E-M	10/17/2016	\$1,166.81
127498	55" SAMSUNG MONITOR - PCM LOBBY	PCM	PCM.TERMINAL BUILDING	Z6XYHCDF100152	LE55C	3/4/2014	\$1,747.32
108270	PICNIC TABLE - FRONT PORCH	PCM	PCM.TERMINAL BUILDING		07EG1030	3/27/2007	\$1,153.00
124182	COUCH-2 SEAT TANDEM UNIT w/CENTER TABLE	PCM	PCM.HANGAR E		DV496850	12/27/2011	\$1,167.33



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

FEBRUARY 2019

PCM

Plant City Airport

Company:

Remit to: Hillsborough County Aviation Authority
P. O. Box 22287
Tampa, FL 33622
Attn: Finance Department, Accounts Receivable
Receivables@TampaAirport.com

Effective:

NOTE: Please enter in the cells highlighted below.

FOR THE MONTH OF:

Hangar and Tie-Down Space Rent:

Gross Hangar and Tie-Down Rental Receipts	-	
Percentage Due = 50% of Gross Hangar and Tie-Down Rental Receipts	50%	
Amount Due	a	\$ -

Private Events Rent:

Private Events Rental Receipts	-	
Percentage Due = 25% of Private Events Rental Receipts	25%	
Amount Due	b	\$ -

Fuel Flowage Fee:

Avgas Fuel Gallons Delivered		
X \$0.07 per gallon*	\$0.07	
Amount Due	c	\$ -
Jet Fuel Gallons Delivered		
X \$0.07 per gallon*	\$0.07	
Amount Due	d	\$ -

Automobile Rental Fees:

Automobile Rental Receipts		
Percentage due = 10%	10%	
Amount Due	e	\$ -

Fuel Farm Rental:

Total Gallons of Fuel Delivered	-	
X \$0.05 per gallon*	\$ 0.05	
Total:	\$ -	
Minimum Fuel Farm Rental	\$ 500.00	
Amount Due (Minimum Rental or \$0.05 per gallon, whichever is greater)	f	\$ 500.00

***TOTAL DUE HCAA = a+b+c+d+e+f** **\$500.00**

YEAR ONE RATE CALCULATIONS

Year one flat rate Hangar and Tie-Down Space Rent	a*	\$ 10,873.71
Year one flat rate Fuel Farm Rental	f*	\$ 500.00
YEAR ONE TOTAL DUE HCAA = a*+b+c+d+e+f*		\$ 11,373.71

Signature

Date

Print Name and Title

Phone Number

**Rates shown are for sample purposes and are subject to change.*

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

Terminal Building 4200 (11,118 s.f.)	Sq. Ft. of Units	Type	Last Name	First Name	Minimum Rent per Unit	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
Suite 103	210	Lounge						\$0.00	
Suite 104	96	Quiet Room						\$0.00	
Suite 109	136	Office			*	*	*		
Suite 110	168	Breakroom						\$0.00	
Suite 111	86	Flight Planning						\$0.00	
Suite 112	61	Line Service			*	*	*		
Suite 113 & Suite 114	206	Manager / Closet			*	*	*		
Suite 115	23	Janitor			*	*	*		
Suite 116 & Suite 117	148	Office / Closet			*	*	*		
Suite 118	158	Conference Room						\$0.00	
Suite 120	120	Customer Service			*	*	*		
Suite 121	40	Closet			*	*	*		
								\$0.00	
								\$0.00	
								\$0.00	
Totals						\$0.00	\$0.00	\$0.00	
Office SF	490	Occupied	490	Vacant	0				

*Included in Premises Rent. List names of any subtenants.

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

2600 (I) (20,400 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2601	M-T									\$380.00		(\$380.00)	
2602	M-T									\$380.00		(\$380.00)	
2603	M-T									\$380.00		(\$380.00)	
2604	M-T									\$380.00		(\$380.00)	
2605	M-T									\$380.00		(\$380.00)	
2606	M-T									\$380.00		(\$380.00)	
2607	M-T									\$380.00		(\$380.00)	
2608	M-T									\$380.00		(\$380.00)	
2609	M-T									\$380.00		(\$380.00)	
2610	M-T									\$380.00		(\$380.00)	
2611	M-T									\$380.00		(\$380.00)	
2612	M-T									\$380.00		(\$380.00)	
2613	M-T									\$380.00		(\$380.00)	
2614	M-T									\$380.00		(\$380.00)	
Storage	445									\$138.00		(\$138.00)	HCAA Storage
Pilot Lounge	590									\$187.00		(\$187.00)	Pilot Lounge
Totals										\$5,645.00	\$0.00	(\$5,645.00)	

Total Hangars	14	Occupied	0	Vacant	14
Total Storage	2	Occupied	0	Vacant	2

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

3000 (G) (11,500 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
3001	S-T									\$365.00		(\$365.00)	
3002	S-T									\$365.00		(\$365.00)	
3003	S-T									\$365.00		(\$365.00)	
3004	S-T									\$365.00		(\$365.00)	
3005	S-T									\$365.00		(\$365.00)	
3006	S-T									\$365.00		(\$365.00)	
3007	S-T									\$365.00		(\$365.00)	
3008	S-T									\$365.00		(\$365.00)	
3009	S-T									\$365.00		(\$365.00)	
3010	S-T									\$365.00		(\$365.00)	
Storage	160									\$51.00		(\$51.00)	HCAA Storage
Storage	375									\$115.00		(\$115.00)	HCAA Storage
Totals										\$3,650.00	\$0.00	(\$3,816.00)	

Total Hangars 10 Occupied 0 Vacant 10

Total Storage 2 Occupied 0 Vacant 2

3200 (F) (11,650 s.f.)	Type	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
3201	Shade									\$161.00		(\$161.00)	
3202	Shade									\$161.00		(\$161.00)	
3203	Shade									\$161.00		(\$161.00)	
3204	Shade									\$161.00		(\$161.00)	
3205	Shade									\$161.00		(\$161.00)	
3206	Shade									\$161.00		(\$161.00)	
3207	Shade									\$161.00		(\$161.00)	
3208	Shade									\$161.00		(\$161.00)	
3209	Shade									\$161.00		(\$161.00)	
3210	Shade									\$161.00		(\$161.00)	
Totals										\$0.00	\$0.00	(\$1,610.00)	

Total Hangars 10 Occupied 0 Vacant 10

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

Min. Annual Rate

11.85

3400 (E) (11,500 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
3401	S-T									\$342.00		(\$342.00)	
3402	S-T									\$342.00		(\$342.00)	
3403	S-T									\$342.00		(\$342.00)	
3404	S-T									\$342.00		(\$342.00)	
3405	S-T									\$342.00		(\$342.00)	
3406	S-T									\$342.00		(\$342.00)	
3407	S-T									\$342.00		(\$342.00)	
3408	S-T									\$342.00		(\$342.00)	
3409	S-T									\$342.00		(\$342.00)	
3410	S-T									\$342.00		(\$342.00)	
Pilot Lounge	540									\$533.25		(\$533.25)	Pilot Lounge
Office	410									\$404.88		(\$404.88)	
Totals										\$4,358.13	\$0.00	(\$4,358.13)	
Total Hangars	10	Occupied	0	Vacant	10								
Total Office S.F.	410	Occupied	0	Vacant	410								

3600 (D) (11,118 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
3601	S-T									\$342.00		(\$342.00)	
3602	S-T									\$342.00		(\$342.00)	
3603	S-T									\$342.00		(\$342.00)	
3604	S-T									\$342.00		(\$342.00)	
3605	S-T									\$342.00		(\$342.00)	
3606	S-T									\$342.00		(\$342.00)	
3607	S-T									\$342.00		(\$342.00)	
3608	S-T									\$342.00		(\$342.00)	
3609	S-T									\$342.00		(\$342.00)	
3610	S-T									\$342.00		(\$342.00)	
Storage	160									\$51.00		(\$51.00)	
Storage	160									\$51.00		(\$51.00)	HCAA Storage
Totals										\$3,522.00	\$0.00	(\$3,522.00)	
Total Hangars	10	Occupied	0	Vacant	10								
Total Storage	2	Occupied	0	Vacant	2								

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

4600 (C) (5,921 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
4601	S-T									\$272.00		(\$272.00)	
4602	S-T									\$272.00		(\$272.00)	
4603	S-T									\$272.00		(\$272.00)	
4604	S-T									\$272.00		(\$272.00)	
4605	S-T									\$272.00		(\$272.00)	
4606	S-T									\$272.00		(\$272.00)	
Storage	160									\$51.00		(\$51.00)	
Storage	160									\$51.00		(\$51.00)	HCAA Storage
Totals										\$1,734.00	\$0.00	(\$1,734.00)	

Total Hangars 6 Occupied 0 Vacant 6

Total Storage 2 Occupied 0 Vacant 2

Min. Annual Rate \$3.95 \$11.85 \$4.31

5000 (B) (17,040 s.f.)	Bulk (L x W)	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	** Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
Office (FBO)	1,200									*	*		
Hangar (FBO)	5,000									*	*		
Shop/Parts (FBO)	1,350									*	*		
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
Totals	7,550									\$0.00	\$0.00	\$0.00	

Total S.F. 17,040 Occupied 7,550 Vacant 9,490

Total Office S.F. 2,550 Occupied 2,550 Vacant 0

* Included in Premises Rent. List names of any subtenants.

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

Min. Annual Rate \$3.88

5200 (A) (15,450 s.f.)	Bulk (L x W)	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
Totals	0									\$0.00	\$0.00	\$0.00	
Total S.F.	15,450	Occupied	0	Vacant	15,450								

Min. Annual Rate \$3.88

5600 (H) (12,028 s.f.)	Bulk (L x W)	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
Totals	0									\$0.00	\$0.00	\$0.00	
Total S.F.	12,028	Occupied	0	Vacant	12,028								

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

Tie Down	Type	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1	Tie Down									\$50.00		(\$50.00)	
2	Tie Down									\$50.00		(\$50.00)	
3	Tie Down									\$50.00		(\$50.00)	
4	Tie Down									\$50.00		(\$50.00)	
5	Tie Down									\$50.00		(\$50.00)	
6	Tie Down									\$50.00		(\$50.00)	
7	Tie Down									\$50.00		(\$50.00)	
8	Tie Down									\$50.00		(\$50.00)	
9	Tie Down									\$50.00		(\$50.00)	
10	Tie Down									\$50.00		(\$50.00)	
11	Tie Down									\$50.00		(\$50.00)	
12	Tie Down									\$50.00		(\$50.00)	
13	Tie Down									\$50.00		(\$50.00)	
14	Tie Down									\$50.00		(\$50.00)	
15	Tie Down									\$50.00		(\$50.00)	
16	Tie Down									\$50.00		(\$50.00)	
17	Tie Down									\$50.00		(\$50.00)	
18	Tie Down									\$50.00		(\$50.00)	
19	Tie Down									\$50.00		(\$50.00)	
20	Tie Down									\$50.00		(\$50.00)	
21	Tie Down									\$50.00		(\$50.00)	
22	Tie Down									\$50.00		(\$50.00)	
23	Tie Down									\$50.00		(\$50.00)	
24	Tie Down									\$50.00		(\$50.00)	
25	Tie Down									\$50.00		(\$50.00)	
26	Tie Down									\$50.00		(\$50.00)	
27	Tie Down									\$50.00		(\$50.00)	
28	Tie Down									\$50.00		(\$50.00)	
29	Tie Down									\$50.00		(\$50.00)	
30	Tie Down									\$50.00		(\$50.00)	
31	Tie Down									\$50.00		(\$50.00)	
32	Tie Down									\$50.00		(\$50.00)	
33	Tie Down									\$50.00		(\$50.00)	
34	Tie Down									\$50.00		(\$50.00)	
35	Tie Down									\$50.00		(\$50.00)	

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

36	Tie Down									\$50.00		(\$50.00)	
37	Tie Down									\$50.00		(\$50.00)	
38	Tie Down									\$50.00		(\$50.00)	
39	Tie Down									\$50.00		(\$50.00)	
40	Tie Down									\$50.00		(\$50.00)	
41	Tie Down									\$50.00		(\$50.00)	
42	Tie Down									\$50.00		(\$50.00)	
43	Tie Down									\$50.00		(\$50.00)	
44	Tie Down									\$50.00		(\$50.00)	
45	Tie Down									\$50.00		(\$50.00)	
46	Tie Down									\$50.00		(\$50.00)	
47	Tie Down									\$50.00		(\$50.00)	
48	Tie Down									\$50.00		(\$50.00)	
49	Tie Down									\$50.00		(\$50.00)	
50	Tie Down									\$50.00		(\$50.00)	
51	Tie Down									\$50.00		(\$50.00)	
52	Tie Down									\$50.00		(\$50.00)	
53	Tie Down									\$50.00		(\$50.00)	
Totals										\$2,650.00	\$0.00	(\$2,650.00)	

Total Tie Downs 53 Occupied 0 Vacant 53

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

Transient / Overnight Hangar and Tie-Down Rental Receipts / All Other Hangar and Tie-Down Rental Receipts			
Provide explanation for how fees and charges were determined. Provide a separate explanation and amount for each service provided during the month.			
Date of Service	Type of Service	Description (include customer/business name, aircraft type, event, event location, and other details as applicable)	Gross Receipts
12/10/2019	overnight	overnight	
Totals			\$0.00

Private Events Rental Receipts			
Provide explanation for how fees and charges were determined. Provide a separate explanation and amount for each service provided during the month.			
Date of Service	Type of Service	Description (include customer/business name, aircraft type, hangar location, and other details as applicable)	Gross Receipts
12/10/2019	wedding	wedding	
Totals			\$0.00

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

SASOs and Office Tenants (fill in for each SASO and Office Tenant):

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Hillsborough County Aviation Authority

Sample Activity Report

Plant City Airport

2018 - 2019

							Actual Rate
Hangar and Storage Totals							\$0.00
Bulk Totals							\$0.00
Tie-Downs Totals							\$0.00
Transient Totals							\$0.00
Totals							\$0.00

Private Events Totals	\$0.00
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Occupancy Calculations

S-T Hangars	36	Occupied	0	Vacant	36	0%	
M-T Hangars	14	Occupied	0	Vacant	14	0%	
Total T-Hangars	50	Occupied	0	Vacant	50	0%	
Shade Hangars	10	Occupied	0	Vacant	10	0%	
Bulk	44,518	Occupied	7,550	Vacant	36,968	23%	
Tie Downs	B181	Occupied	0	Vacant	410	88%	
Storage	8	Occupied	0	Vacant	8	0%	
Office	3,450	Occupied	3,040	Vacant	410	88%	

TPF

Peter O. Knight Airport

Company:

Remit to: Hillsborough County Aviation Authority
 P. O. Box 22287
 Tampa, FL 33622
 Attn: Account Receivables
 Receivables@tampaairport.com

Effective:

NOTE: Please enter in the cells highlighted below

FOR THE MONTH OF: _____

Hangar and Tie-Down Space Rent:

Gross Hangar and Tie-Down Rental Receipts		-
Percentage Due = 60% of Gross Hangar and Tie-Down Rental Receipts		60%
Amount Due	a	\$ -

Private Events Rent:

Private Events Rental Receipts		-
Percentage Due = 25% of Private Events Rental Receipts		25%
Amount Due	b	\$ -

Fuel Flowage Fee:

Avgas Fuel Gallons Delivered		
X \$0.07 per gallon*		\$ 0.07
Amount Due	c	\$ -
Jet Fuel Gallons Delivered		
X \$0.07 per gallon*		\$ 0.07
Amount Due	d	\$ -

Automobile Rental Fees:

Automobile Rental Receipts		
Percentage due = 10%		10%
Amount Due	e	\$ -

Fuel Farm Rental:

Total Gallons of Fuel Delivered		-
X \$0.05 per gallon*		\$ 0.05
Total:		\$ -
Minimum Rental		\$ 800.00
Amount Due: Minimum Rental or \$0.05, whichever is greater	f	\$ 800.00

*TOTAL DUE HCAA = a+b+c+d+e+f		\$ 800.00
--------------------------------------	--	------------------

Signature

Date

Print Name and Title

Phone Number

**Rates shown are for sample purposes and are subject to change*

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

Annex Building 2800 (2,464 s.f.)	Sq. Ft. of Units	Type	Last Name	First Name	Minimum Rent per Unit	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
Suite 101	174	Office			*	*	*		
Suite 102	218	Office			*	*	*		
Suite 106	142	Office			*	*	*		
Suite 107	146	Office			*	*	*		
Suite 109	34	Janitor			*	*	*		
Suite 111	123	Office			*	*	*		
Suite 112	682	Conference Room							
Totals						\$0.00	\$0.00	\$0.00	

Office S.F. 803 Occupied 803 Vacant 0

*Included in Premises Rent. List names of any subtenants.

Terminal Building 3000 (3,335 s.f.)	Sq. Ft. of Units	Type	Last Name	First Name	Minimum Rent per Unit	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
Suite 101	139	Office			*	*	*		
Suite 102	141	Pilot Lounge						0.00	
Suite 103	140	Line Service			*	*	*		
Suite 104	139	Office			*	*	*		
Suite 105	150	Customer Service			*	*	*		
Suite 106	147	Office			*	*	*		
Suite 107	148	Office			*	*	*		
Suite 108	141	Office			*	*	*		
Suite 109	139	Office			*	*	*		
Suite 110	90	Office			*	*	*		
Suite 111	90	Office			*	*	*		
Suite 115	48	Janitor			*	*	*		
Suite 118	180	Breakroom						0.00	
121	25	Closet			*	*	*		
122	25	Closet			*	*	*		
Totals						\$0.00	\$0.00	0.00	

Office S.F. 1033 Occupied 1033 Vacant 0

*Included in Premises Rent. List names of any subtenants.

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

3800 (D) (11025 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
3801	S-T									\$477.00		(477.00)	
3802	S-T									\$477.00		(477.00)	
3803	S-T									\$477.00		(477.00)	
3804	S-T									\$477.00		(477.00)	
3805	S-T									\$477.00		(477.00)	
3806	S-T									\$477.00		(477.00)	
3807	S-T									\$477.00		(477.00)	
3808	S-T									\$477.00		(477.00)	
3809	S-T									\$477.00		(477.00)	
3810	S-T									\$477.00		(477.00)	
Storage	500									\$233.00		(233.00)	
Storage	500									\$233.00		(233.00)	
Totals										\$5,236.00	\$0.00	(5,236.00)	

Total Hangars 10 Occupied 0 Vacant 10

Total Storage 2 Occupied 0 Vacant 2

4000 (E) (19250 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
4002	Pushback									\$286.00		(286.00)	
4004	Pushback									\$286.00		(286.00)	
4006	Pushback									\$286.00		(286.00)	
4008	Pushback									\$286.00		(286.00)	
4010	Pushback									\$286.00		(286.00)	
4012	Pushback									\$286.00		(286.00)	
4014	Pushback									\$286.00		(286.00)	
4016	Pushback									\$286.00		(286.00)	
Totals										\$2,288.00	\$0.00	(2,288.00)	

Total Hangars 8 Occupied 0 Vacant 8

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

4000 (E) (19250 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
4001	S-T									\$477.00		(477.00)	
4003	S-T									\$477.00		(477.00)	
4005	S-T									\$477.00		(477.00)	
4007	S-T									\$477.00		(477.00)	
4009	S-T									\$477.00		(477.00)	
4011	S-T									\$477.00		(477.00)	
4013	S-T									\$477.00		(477.00)	
4015	S-T									\$477.00		(477.00)	
NW Storage (Airport)	250									\$115.00	\$0.00	(115.00)	
SW Storage	360									\$168.00		(168.00)	
NE Storage	360									\$168.00		(168.00)	
SE Storage (Airport)	250									\$115.00	\$0.00	(115.00)	
Totals										\$4,382.00	\$0.00	(4,382.00)	

Total Hangars	8	Occupied	0	Vacant	8
Total Storage	4	Occupied	2	Vacant	2

4200 (F) (22,550)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
4201	Shade									\$185.00		(185.00)	
4202	Shade									\$185.00		(185.00)	
4203	Shade									\$185.00		(185.00)	
4204	Shade									\$185.00		(185.00)	
4205	Shade									\$185.00		(185.00)	
4206	Shade									\$185.00		(185.00)	
4207	Shade									\$185.00		(185.00)	
4208	Shade									\$185.00		(185.00)	
4209	Shade									\$185.00		(185.00)	
4210	Shade									\$185.00		(185.00)	
4211	Shade									\$185.00		(185.00)	
4212	Shade									\$185.00		(185.00)	
4213	Shade									\$185.00		(185.00)	
4214	Shade									\$185.00		(185.00)	
4215	Shade									\$185.00		(185.00)	
4216	Shade									\$185.00		(185.00)	
4217	Shade									\$185.00		(185.00)	
4218	Shade									\$185.00		(185.00)	
4219	Shade									\$185.00		(185.00)	
Totals										\$3,515.00	\$0.00	(3,515.00)	

Total Hangars	19	Occupied	0	Vacant	19
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Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

4600 (H) (21000 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
4601	L-T									\$712.00		(712.00)	
4602	L-T									\$712.00		(712.00)	
4603	L-T									\$712.00		(712.00)	
4604	L-T									\$712.00		(712.00)	
4605	L-T									\$712.00		(712.00)	
4606	L-T									\$712.00		(712.00)	
4607	L-T									\$712.00		(712.00)	
4608	L-T									\$648.00		(648.00)	
4609	L-T									\$648.00		(648.00)	
4610	L-T									\$648.00		(648.00)	
NW Storage (Air Cond.)	500									\$233.00		(233.00)	
SW Storage	290									\$135.00		(135.00)	
NE Storage	290									\$135.00		(135.00)	
SE Storage	260									\$120.00		(120.00)	
Totals										\$7,551.00	\$0.00	(7,551.00)	

Total Hangars 10 Occupied 0 Vacant 10

Total Storage 4 Occupied 0 Vacant 4

6600 (T) (15000 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
6601	M-T									\$596.00		(596.00)	
6602	M-T									\$596.00		(596.00)	
6603	M-T									\$596.00		(596.00)	
6604	M-T									\$596.00		(596.00)	
6605	M-T									\$596.00		(596.00)	
6606	M-T									\$596.00		(596.00)	
6607	M-T									\$596.00		(596.00)	
6608	M-T									\$596.00		(596.00)	
6609	M-T									\$596.00		(596.00)	
6610	M-T									\$596.00		(596.00)	
Pilot Lounge	510											0.00	
W Storage (Airport)	585									\$273.00	\$0.00	(273.00)	HCAA
Totals										\$6,233.00	\$0.00	(6,233.00)	

Total Hangars 10 Occupied 0 Vacant 10

Total Storage 2 Occupied 1 Vacant 1

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

6800 (S) (20250 s.f.)	Type Hangar	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
6801	Helo									\$404.00		(404.00)	
6802	XL-T									\$928.00		(928.00)	
6803	XL-T									\$928.00		(928.00)	
6804	XL-T									\$928.00		(928.00)	
6805	XL-T									\$928.00		(928.00)	
6806	XL-T									\$928.00		(928.00)	
6807	XL-T									\$928.00		(928.00)	
6808	XL-T									\$928.00		(928.00)	
6809	XL-T									\$928.00		(928.00)	
6810	Helo									\$404.00		(404.00)	
Totals										\$8,232.00	\$0.00	(8,232.00)	

Total Hangars 8 Occupied 0 Vacant 8

Total Hangars 2 Occupied 0 Vacant 2

Min. Annual Rate \$7.51

3400 (C) (15,750 s.f.)	Bulk (L x W)	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
Totals	0									\$0.00	\$0.00	0.00	

Total S.F. 15,750 Occupied 0 Vacant 15,750

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

Min. Annual Rate \$7.51

5400 (B) (15,750 s.f.)	Bulk (L x W)	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
FBO	5,000									-	-		Up to 7,500 SF included in Premises Rent - update L x W as appropriate.
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
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										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
										\$0.00		0.00	
Totals	5,000									\$0.00	\$0.00	0.00	
Total S.F.	15,750	Occupied	5,000	Vacant	10,750								

*Included in Premises Rent. List names of any subtenants.

Min. Annual Rate \$7.51

4800 (A) (7,500 s.f.)	Bulk (L x W)	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
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										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
										\$0.00		\$0.00	
Totals	0									\$0.00	\$0.00	\$0.00	
Total S.F.	15,750	Occupied	0	Vacant	15,750								

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

Helo Tie Down	Type	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes	
	Helo									\$88		(88.00)		
	Helo									\$88		(88.00)		
	Helo									\$88		(88.00)		
Totals											\$264	\$0	(264.00)	
Total	3	Occupied	0	Vacant	3									

Tie Down	Type	Tail Number	Aircraft Type	Make/Model	Last Name	First Name	Date Added	Aircraft Owner Address	City, State from FAA Aircraft Registration	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1	Tie Down									\$85.00		(85.00)	
2	Tie Down									\$85.00		(85.00)	
3	Tie Down									\$85.00		(85.00)	
4	Tie Down									\$85.00		(85.00)	
5	Tie Down									\$85.00		(85.00)	
6	Tie Down									\$85.00		(85.00)	
7	Tie Down									\$85.00		(85.00)	
8	Tie Down									\$85.00		(85.00)	
9	Tie Down									\$85.00		(85.00)	
10	Tie Down									\$85.00		(85.00)	
11	Tie Down									\$85.00		(85.00)	
12	Tie Down									\$85.00		(85.00)	
13	Tie Down									\$85.00		(85.00)	
14	Tie Down									\$85.00		(85.00)	
15	Tie Down									\$85.00		(85.00)	
16	Tie Down									\$85.00		(85.00)	
17	Tie Down									\$85.00		(85.00)	
18	Tie Down									\$85.00		(85.00)	
19	Tie Down									\$85.00		(85.00)	
20	Tie Down									\$85.00		(85.00)	
21	Tie Down									\$85.00		(85.00)	
22	Tie Down									\$85.00		(85.00)	
23	Tie Down									\$85.00		(85.00)	
24	Tie Down									\$85.00		(85.00)	
25	Tie Down									\$85.00		(85.00)	
26	Tie Down									\$85.00		(85.00)	
27	Tie Down									\$85.00		(85.00)	
28	Tie Down									\$85.00		(85.00)	
29	Tie Down									\$85.00		(85.00)	
30	Tie Down									\$85.00		(85.00)	
31	Tie Down									\$85.00		(85.00)	
32	Tie Down									\$85.00		(85.00)	
33	Tie Down									\$85.00		(85.00)	
34	Tie Down									\$85.00		(85.00)	
35	Tie Down									\$85.00		(85.00)	
36	Tie Down									\$85.00		(85.00)	
37	Tie Down									\$85.00		(85.00)	

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

SASOs and Office Tenants (fill in for each SASO and Office Tenant):

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Date Added		Company Name		Company Website	
Company Phone		Public Email		Services Provided	
Main Contact Name		Main Contact Title		Main Contact Phone	
Main Contact Email		Mailing Address		Location/Rented Space	

Hillsborough County Aviation Authority

Sample Activity Report

Peter O. Knight Airport

2018 - 2019

							Actual Rate
Hangar and Storage Totals							\$0
Bulk Totals							\$0
Tie-Downs Totals							\$0
Transient Totals							\$0
Totals							\$0

Private Events Totals	\$0
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Occupancy Calculations

S-T Hangars	39	Occupied	0	Vacant	39	0%	
M-T Hangars	10	Occupied	0	Vacant	10	0%	
L-T Hangars	10	Occupied	0	Vacant	10	0%	
XL-T Hangars	8	Occupied	0	Vacant	8	0%	
Enclosed Helo Hangar	2	Occupied	0	Vacant	2	0%	
Total Enclosed	69	Occupied	0	Vacant	69	0%	
Push Back	8	Occupied	0	Vacant	8	0%	
Shade Hangars	19	Occupied	0	Vacant	19	0%	
Total Shade	27	Occupied	0	Vacant	27	0%	
Helo Ramp	3	Occupied	0	Vacant	3	0%	
Tie Downs	45	Occupied	0	Vacant	45	0%	
Storage	14	Occupied	2	Vacant	12	14%	
Total Bulk by SF	47,250	Occupied	5,000	Vacant	42,250	11%	
Total Office SF	1836	Occupied	1836	Vacant	0	100%	

EXHIBIT E - MAINTENANCE OBLIGATIONS
Peter O. Knight Airport

Terminal and Annex /Administration Buildings														
Space	Type	Approx. Building Sq. Ft.	Sq. Ft. or Number of Units	HVAC	Fire Protection System	Interior Light Bulbs	Interior Light Fixtures	Exterior Lights, Inc. Bulbs	Exterior Window Cleaning	Interior Window Cleaning	Janitorial for Terminal Building	Floor Covering Replacement	Structural Maintenance	Exterior Skin, Inc. Roof
Building 2800 (2,464 s.f.) Company's Premises	Admin / Annex	2,464	6											
Suite 101	Office	174		A	A	C	A	A	A	C	C	A	A	A
Suite 102	Office	218		A	A	C	A	A	A	C	C	A	A	A
Suite 106	Office	142		A	A	C	A	A	A	C	C	A	A	A
Suite 107	Office	146		A	A	C	A	A	A	C	C	A	A	A
Suite 109	Janitor	34		A	A	C	A	A	N/A	N/A	C	A	A	A
Suite 111	Storage	123		A	A	C	A	A	N/A	N/A	C	A	A	A
		837												
Common Areas			6											
Suite 103	Women's restroom	125		A	A	A	A	A	N/A	N/A	C	A	A	A
Suite 104	Men's restroom	125		A	A	A	A	A	N/A	N/A	C	A	A	A
Suite 105	Corridor	445		A	A	A	A	A	A	A	C	A	A	A
Suite 108	Mechanical room	79		A	A	A	A	A	N/A	N/A	A	A	A	A
Suite 110	Electrical room	171		A	A	A	A	A	N/A	N/A	A	A	A	A
Suite 112	Conference room	682		A	A	A	A	A	A	A	C	A	A	A
		1627												
Building 3000 (3,335 s.f.) Company's Premises	Terminal	3,332	11											
Suite 101	Office	139		A	A	C	A	A	A	C	C	A	A	A
Suite 103	Line Service	140		A	A	C	A	A	A	C	C	A	A	A
Suite 104	Office	139		A	A	C	A	A	A	C	C	A	A	A
Suite 105	Customer Service	150		A	A	C	A	A	A	C	C	A	A	A
Suite 106	Office	147		A	A	C	A	A	A	C	C	A	A	A
Suite 107	Office	148		A	A	C	A	A	A	C	C	A	A	A
Suite 108	Office	141		A	A	C	A	A	A	C	C	A	A	A
Suite 109	Office	139		A	A	C	A	A	A	C	C	A	A	A
Suite 110	Office	90		A	A	C	A	A	A	N/A	C	A	A	A
Suite 111	Office	90		A	A	C	A	A	A	N/A	C	A	A	A
Suite 115	Janitor	48		A	A	C	A	A	A	N/A	C	A	A	A
121	Closet	25		A	A	C	A	A	A	N/A	C	A	A	A
122	Closet	25		A	A	C	A	A	A	N/A	C	A	A	A
		1421												
Common Areas			10											
Suite 100	Lobby	870		A	A	A	A	A	A	A	C	A	A	A
Suite 102	Pilot Lounge	141		A	A	A	A	A	A	A	C	A	A	A
Suite 112	Mechanical	49		A	A	A	A	A	A	N/A	C	A	A	A
Suite 113	Women's restroom	137		A	A	A	A	A	A	C	C	A	A	A
Suite 114	IT Room	47		A	A	A	A	A	A	N/A	C	A	A	A
Suite 116	Men's restroom	138		A	A	A	A	A	A	N/A	C	A	A	A
Suite 117	Mechanical	49		A	A	A	A	A	A	N/A	C	A	A	A
Suite 118	Breakroom	180		A	A	A	A	A	A	A	C	A	A	A
Suite 119	Corridor	158		A	A	A	A	A	A	A	C	A	A	A
Suite 120	Corridor	142		A	A	A	A	A	A	A	C	A	A	A
		1911												

Airport Wide

- Sewer Lift Station A is responsible for maintenance.
- Fuel Farm Maintenance FBO is responsible for all day-to-day maintenance.
- (Refer to Exhibit E-1) A is responsible for capital improvements.
- Aircraft Wash Racks A is responsible for maintenance.
- Electric Gates A is responsible for maintenance.
- Fence A is responsible for maintenance.
- Tie Downs A is responsible for maintenance of permanent structure.
C is responsible for tie down devices.
- Pavement A is responsible for maintenance.
- Mowing A is responsible for maintenance.
- Landscaping and Irrigation A is responsible for maintenance.
- Fire Extinguishers A will provide the minimum required for the base building.
C will provide any additional extinguishers required by the use of the building and any required for the fueling operation.
- Restroom Fixtures A is responsible for maintenance.
- Automatic Door(s) A is responsible for maintenance.
- Public Areas of the Terminal A is responsible for major maintenance.

C will pay for the cost of any maintenance performed by the A that is due to C, its assignees, or sublessee's negligence.

LEGEND:

- A = Authority
- C = Company



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

EXHIBIT E - MAINTENANCE OBLIGATIONS

Peter O. Knight Airport

Space	Type	Approx. Building Sq. Ft.	Sq. Ft. or Number of Units	HVAC, if provided by Auth.	Fire Protection System	Interior Light Bulbs	Interior Light Fixtures	Exterior Lights, Inc. Bulbs	Exterior Window Cleaning	Interior Window Cleaning	Interior Cleaning or Janitorial	Hangar Floor/ Cleaning and Cosmetic	Hangar Floor Structural	Hangar Door Maintenance	Structural Maintenance	Exterior Skin, Inc. Roof
Building 3800 (D) (11,025 s.f.)	Small T	10,025	10	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Storage (FBO)	500	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	Storage (FBO)	500	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
Building 4000 (E) (19,250 s.f.)	Open Pushback	9,015	8	N/A	A	A	A	A	N/A	N/A	C	C	A	N/A	A	A
	Small T	9,015	8	A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	NW Storage (HCAA)	250	1	A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	SW Storage (FBO)	360	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	NE Storage (FBO)	360	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
SE Storage (HCAA)	250	1	A	A	A	A	A	N/A	N/A	C	C	A	A	A	A	
Building 4200 (F) (22,550 s.f.)	Shade	22,550	19	N/A	A	A	A	A	N/A	N/A	C	C	A	N/A	A	A
Building 4400 (G) (25,025 s.f.)	Small T	23,805	21	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	NW Storage (FBO)	360	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	SW Storage (FBO)	250	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	NE Storage (FBO)	360	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	SE Storage (FBO)	250	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
Building 4600 (H) (21,000 s.f.)	Large T	19,660	10	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	NW Office	500	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	SW Storage (FBO)	290	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	NE Storage (FBO)	290	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
	SE Office	260	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
Building 6600 (T) (15,000 s.f.)	Medium T	13,905	10	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Storage (HCAA)	585	1	A	A	A	A	A	N/A	N/A	A	A	A	A	A	A
	Pilot Lounge	510	1	A	A	C	A	A	A	A	C	C	A	A	A	A
Building 6800 (S) (20,250 s.f.)	Large T	18,000	8	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Helicopter	2,250	2	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
Building 3400 (C) (15,750 s.f.)	Hangar	15,750	15,750	A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
Building 5400 (B) (15,750 s.f.)	Hangar	15,750	15,750	A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
Building 4800 (A) (7,500 s.f.)	Hangar	7,500	7,500	A	A	A	A	A	C	C	C	C	A	A	A	A

Airport Wide

Sewer Lift Station	A is responsible for maintenance.
Fuel Farm Maintenance	FBO is responsible for all day-to-day maintenance.
(Refer to Exhibit E-1)	A is responsible for capital improvements.
Aircraft Wash Racks	A is responsible for maintenance.
Electric Gates	A is responsible for maintenance.
Fence	A is responsible for maintenance.
Tie Downs	A is responsible for maintenance of permanent structure. C is responsible for tie down devices.
Pavement	A is responsible for maintenance.
Mowing	A is responsible for maintenance.
Landscaping and Irrigation	A is responsible for maintenance.
Fire Extinguishers	A will provide the minimum required for the base building. C will provide any additional extinguishers required by the use of the building and any required for the fueling operation.
Restroom Fixtures	A is responsible for maintenance.
Automatic Door(s)	A is responsible for maintenance.
Public Areas of the Terminal	A is responsible for major maintenance.

C will pay for the cost of any maintenance performed by the A that is due to C, its assignees, or sublessee'e negligence.

LEGEND:

A = Authority
C = Company



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

EXHIBIT E - MAINTENANCE OBLIGATIONS

Plant City Airport

Space	Type	Approx. Building Sq. Ft.	Sq. Ft. or Number of Units	Terminal Building												
				HVAC	Fire Protection System	Interior Light Bulbs	Interior Light Fixtures	Exterior Lights, Inc. Bulbs	Exterior Window Cleaning	Interior Window Cleaning	Janitorial for Terminal Building	Floor Covering Replacement	Structural Maintenance	Exterior Skin, Inc. Roof		
Building 4200 (2,812 s.f.)	Admin/Term	2,792	7													
Company's Premises																
Suite 109	Office	136		A	A	C	A	A	A	C	C	A	A	A		
Suite 112	Line Service	61		A	A	C	A	A	A	C	C	A	A	A		
Suite 113	Manager	206		A	A	C	A	A	A	C	C	A	A	A		
Suite 114 (in suite 113)	Closet	-		A	A	C	A	A	N/A	N/A	C	A	A	A		
Suite 115	Janitor	23		A	A	C	A	A	N/A	N/A	C	A	A	A		
Suite 116	Office	148		A	A	C	A	A	A	C	C	A	A	A		
Suite 117 (in suite 116)	Closet	-		A	A	C	A	A	N/A	N/A	C	A	A	A		
Suite 120	Customer Service	120		A	A	C	A	A	A	C	C	A	A	A		
Suite 121	Closet	40		A	A	C	A	A	N/A	N/A	C	A	A	A		
Common Areas			13													
Suite 100	Lobby	220		A	A	A	A	A	A	A	C	A	A	A		
Suite 101	Corridor	159		A	A	A	A	A	A	A	C	A	A	A		
Suite 102	Corridor	248		A	A	A	A	A	A	A	C	A	A	A		
Suite 103	Lounge	210		A	A	A	A	A	A	A	C	A	A	A		
Suite 104	Quiet Room	96		A	A	A	A	A	A	A	C	A	A	A		
Suite 105	Women's Room	241		A	A	A	A	A	A	A	C	A	A	A		
Suite 106	Men's Room	179		A	A	A	A	A	A	A	C	A	A	A		
Suite 107	Electrical Room	37		A	A	A	A	A	N/A	N/A	A	A	A	A		
Suite 108	Mechanical Room	56		A	A	A	A	A	N/A	N/A	A	A	A	A		
Suite 110	Break Room	168		A	A	A	A	A	A	A	C	A	A	A		
Suite 111	Flight Planning	86		A	A	A	A	A	A	A	C	A	A	A		
Suite 118	Conference Room	158		A	A	A	A	A	A	A	C	A	A	A		
Suite 119	Foyer	200		A	A	A	A	A	A	A	C	A	A	A		

Airport Wide

- Sewer Lift Station A is responsible for maintenance.
 - Fuel Farm Maintenance FBO is responsible for all day-to-day maintenance.
 - (Refer to Exhibit E-1) A is responsible for capital improvements.
 - Aircraft Wash Racks A is responsible for maintenance.
 - Electric Gates A is responsible for maintenance.
 - Fence A is responsible for maintenance.
 - Tie Downs A is responsible for maintenance of permanent structure.
C is responsible for tie down devices.
 - Pavement A is responsible for maintenance.
 - Mowing A is responsible for maintenance.
 - Landscaping and Irrigation A is responsible for maintenance.
 - Fire Extinguishers A will provide the minimum required for the base building.
C will provide any additional extinguishers required by the use of the building and any required for the fueling operation.
 - Restroom Fixtures A is responsible for maintenance.
 - Automatic Door(s) A is responsible for maintenance.
 - Public Areas of the Terminal A is responsible for major maintenance.
- C will pay for the cost of any maintenance performed by the A that is due to C, its assignees, or sublessee'e negligence.

LEGEND:

- A = Authority
- C = Company



**Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport**

EXHIBIT E - MAINTENANCE OBLIGATIONS

Plant City Airport

Space	Type	Approx. Building Sq. Ft.	Sq. Ft. or Number of Units	Other Areas												
				HVAC, if provided by Auth.	Fire Protection System	Interior Light Bulbs	Interior Light Fixtures	Exterior Lights, Inc. Bulbs	Exterior Window Cleaning	Interior Window Cleaning	Interior Cleaning or Janitorial	Hangar Floor/Cleaning and Cosmetic	Hangar Floor Structural	Hangar Door Maintenance	Structural Maintenance	Exterior Skin, Inc. Roof
Building 2600 (I) (20,400 s.f.)	Medium T	19,365	14	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Storage (HCAA)	445	1	N/A	A	A	A	A	N/A	N/A	A	A	A	A	A	A
	Pilot Lounge	590	1	A	A	C	A	A	A	A	C	C	A	A	A	A
Building 3000 (G) (11,500 s.f.)	Small T	10,965	10	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Storage (HCAA)	160	1	A	A	A	A	A	N/A	N/A	A	A	A	A	A	A
	Storage (FBO)	375	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
Building 3200 (F) (11,650 s.f.)	Shade	11,650	10	N/A	A	A	A	A	N/A	N/A	C	C	A	N/A	A	A
Building 3400 (E) (11,500 s.f.)	Small T	10,550	10	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Office	540	1	A	A	C	A	A	C	C	C	C	A	A	A	A
	Pilot Lounge	410	1	A	A	C	A	A	A	A	C	C	A	A	A	A
Building 3600 (D) (11,118 s.f.)	Small T	10,798	10	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Storage (HCAA)	160	1	N/A	A	A	A	A	N/A	N/A	A	A	A	A	A	A
	Storage (FBO)	160	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
Building 4600 (C) (5,921 s.f.)	Small T	5,601	6	N/A	A	A	A	A	N/A	N/A	C	C	A	A	A	A
	Storage (HCAA)	160	1	A	A	A	A	A	N/A	N/A	A	A	A	A	A	A
	Storage (FBO)	160	1	A	A	C	A	A	N/A	N/A	C	C	A	A	A	A
Building 5000 (B) (17,040 s.f.)	Hangar	14,340		N/A	A	A	A	A	A	C	C	C	A	A	A	A
	Shop/Parts (North)	1,640	1	A	A	C	A	A	A	C	C	C	A	A	A	A
	Office (South)	1,200	1	A	A	A	A	A	A	C	C	C	A	A	A	A
Building 5200 (A) (15,450 s.f.)	Hangar	15,450		N/A	A	A	A	A	A	C	C	C	A	A	A	A
Building 5600 (H) (12,028 s.f.)	Hangar	12,028		N/A	A	A	A	A	A	C	C	C	A	A	A	A
Building 4800 (1,300 s.f.)	Maintenance	1,300	1	A	A	A	A	A	A	A	A	A	A	A	A	A

Airport Wide

- Sewer Lift Station A is responsible for maintenance.
- Fuel Farm Maintenance FBO is responsible for all day-to-day maintenance.
- (Refer to Exhibit E-1) A is responsible for capital improvements.
- Aircraft Wash Racks A is responsible for maintenance.
- Electric Gates A is responsible for maintenance.
- Fence A is responsible for maintenance.
- Tie Downs A is responsible for maintenance of permanent structure.
- C is responsible for tie down devices.
- Pavement A is responsible for maintenance.
- Mowing A is responsible for maintenance.
- Landscaping and Irrigation A is responsible for maintenance.
- Fire Extinguishers A will provide the minimum required for the base building.
- C will provide any additional extinguishers required by the use of the building and any required for the fueling operation.
- Restroom Fixtures A is responsible for maintenance.
- Automatic Door(s) A is responsible for maintenance.
- Public Areas of the Terminal A is responsible for major maintenance.

C will pay for the cost of any maintenance performed by the A that is due to C, its assignees, or sublessee's negligence.

LEGEND:

A = Authority
C = Company



**Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport**

EXHIBIT E-1 – FUEL FARM MAINTENANCE OBLIGATIONS Peter O. Knight Airport & Plant City Airport

It is the Parties' intention that Company will perform the daily and regular maintenance on the fuel farms at PCM and TPF. Said maintenance includes repairing and replacing items typically damaged due to wear and tear, including but not limited to:

1. Hoses, filters, and nozzles
2. Ground wire(s)
3. Buckets and funnels
4. Power coupling (a/k/a "love joy" coupling)
5. Hand pumps
6. Deadman switch

This Exhibit shall not limit any responsibility that Company has pursuant to Article 8.03 of the Agreement.

Authority will repair and replace items typically considered capital in nature, including, but not limited to:

1. Piping
2. Pump and filtration system
3. Electrical and electronic
4. Flow meters and gauges
5. Clay-Valve
6. Corrosion treatment and paint
7. Faded safety signage



**Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport**

PETER O. KNIGHT AIRPORT – ATLAS AVIATION
ENVIRONMENTAL BASELINE REPORT

PETER O. KNIGHT AIRPORT
(FDEP Facility ID Nos.: 298625556, 299101162 & 299806457)

Prepared by:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT

JUNE 10, 2016

Prepared by: _____

 6/10/16

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

Introduction

The Hillsborough County Aviation Authority's (the Authority's) Planning & Development (P&D) Department has completed an environmental review of the Authority-owned leased premises of Atlas Aviation, Inc. (Atlas), (the site) at Peter O. Knight Airport (TPF). This report is the compilation of research including a review of government web-based databases, Authority files and site visits. Authority staff identified two "*recognized environmental conditions*"¹ and one "*historical recognized environmental condition*"². No controlled RECs were identified with respect to the site.

The first of two identified recognized environmental conditions (RECs) is the open petroleum discharge associated with the former aviation fueling system known as Tampa Flying Service, Inc (TFS). This formerly-used underground storage tank (UST) facility has been assigned Florida Department of Environmental Protection (FDEP) Facility (FAC) Id No. 298625556. The TFS USTs were removed around 2004 when the current aviation fueling system (Peter O. Knight Airport - Site 2, FAC Id No. 299806457) was constructed within the same facility boundary. The discharge date associated with the TFS facility is August 1, 1988. This is a fund-eligible facility that is enrolled in a program that provides cleanup funding under the State of Florida's Inland Protection Trust Fund. The facility carries a low priority order score and full site rehabilitation is not currently in funding range. The most recent report on this facility is a Contamination Assessment Report (CAR) dated March 13, 1995. Excerpts from the CAR were utilized below to summarize the history and environmental setting of the site.

The second identified REC is an open emergency response case associated with aircraft accident N6239X that occurred on March 18, 2016. The location of the accident is approximately 40 feet to east of, and 250 feet from the departure end of runway 36. This is an airfield area of TPF that has limited public access. At the time of this writing impacted soil has been removed under an emergency response action. A closure report from the emergency responder and a final closure determination from FDEP have not yet been received.

The identified historical REC is a closed petroleum discharge associated with a former tractor fueling UST system that was reportedly utilized by TFS. This formerly-used UST facility has been assigned FDEP FAC Id No. 299101162. One UST was removed in 1991. On November 9, 1994 FDEP issued a site rehabilitation completion order for a petroleum discharge dated June 14, 1991. The most comprehensive report on this facility is a Site Assessment Report dated September 30, 1994.

Site Description

According to the Authority's website, TPF is located in Tampa on Davis Islands, five minutes from downtown Tampa, museums, The Florida Aquarium, the Amalie Arena, the Tampa Convention Center and Port of Tampa cruise ship terminals. A list of facility services is provided on the Authority's website. The site address is 825 Severn Avenue, Tampa, Hillsborough County, Florida 33606. A Site Plan is provided on the Figure. TPF is located within the City of Tampa in Hillsborough County, Florida in Section 36, Township 29 South and Range 18 East. The geographic coordinates are Latitude 27.9154° N and Longitude 82.4494° W. According to the Hillsborough County Property Appraiser (HCPA), TPF is assigned two folio numbers, 169320-0000 and 169454-0000. TPF is comprised of approximately 143.38 acres.

The site has historically been utilized as an airport. TPF includes the following structures: the terminal building, support buildings, storage hangars, maintenance hangar, grounds, paved areas, grassy areas, retention areas, stormwater inlets, Av-gas fuel system, Jet-A aviation fuel system, wash rack area, transformers, water systems and navigational aids.

The site is bounded on the north and west by South Davis Boulevard and bounded on the south by Severn Avenue. Hillsborough Bay is located immediately east of TPF and is also located south of Severn Avenue. Beyond South Davis Boulevard is a residential neighborhood. Some City of Tampa-owned land abuts the airport property; most of this land is utilized as park and green space. Additional information on The City of Tampa-owned green space located immediately south of TPF is provided below.

Site History and Usage

The site history was investigated through a review of Authority real estate files, historical reports and HCPA information. Authority files indicate TPF was opened in approximately 1936. A deed found in the Authority's real estate files indicates TPF was purchased in September 1999 by the Authority from the City of Tampa. The deed includes a sale agreement document that contains surveys, legal descriptions and easement records.

Site Reconnaissance

In the context of long-term environmental compliance, during their tenancy Atlas has successfully managed an environmental program that has never received any major regulatory notices of violation, violations of the fixed base operator lease agreement or anything similar that could be identified as a REC with respect to the site.

Site visits were conducted by Authority P&D staff on June 10, 2002, August 5, 2003, March 21, 2013, August 26, 2014, and February 11 and April 8, 2016. The site has been visually and physically observed. No physical obstructions

were encountered which limited the visual or physical observation of the property.

On August 26, 2014 Authority staff conducted a lease renewal inspection. Authority staff observed the fuel farm, terminal building, paint shed and maintenance hangars. A summary of the inspection findings of the August 26, 2014 inspection are summarized in a report dated August 29, 2014. The report concluded that the inspection did not reveal any RECs or violations of Atlas' lease agreement.

The site visits conducted on June 10, 2002, August 5, 2003 and February 11, 2016 were focused on the fuel facilities. The site visit conducted on March 21, 2013 was focused on Atlas' painting operation. The site visit conducted on April 8, 2016 was focused on the emergency response to aircraft accident N6239X.

Local, State and Federal Regulatory Issues

On June 9, 2016, Authority staff conducted reviews of FDEP, EPA and City of Tampa web-based regulatory records to identify petroleum storage system sites, waste cleanup sites and small quantity generator of hazardous waste (SQG) sites within the site vicinity.

TPF's current aviation fueling system is identified as Peter O. Knight Airport - Site 2. It has been assigned FAC Id No. 299806457 by FDEP. FDEP's Map database indicates the facility contains two regulated 12,000-gallon USTs which contain Jet-A and Av-gas aviation fuels. A Hillsborough County Environmental Protection Commission (EPC) compliance inspection report dated May 25, 2016 indicates the system was in compliance at the time of the inspection, with the exception of some rust repair which is scheduled to be completed under the Authority's petroleum storage system refurbishment project that started in May 2016. According to the Authority's Spill Prevention, Control, and Countermeasure (SPCC) Manual, three additional unregulated and unregistered ASTs and one oil-water separator exist at TPF. According to the latest SPCC inspection report, all of these systems are currently operating in compliance, however some repairs are recommended and those have been scheduled to be completed under the above-mentioned project. As described above, at TPF there is one formerly-used petroleum storage system facility that is identified as a REC and one formerly-used petroleum storage system facility that is identified as a historical REC with respect to the site.

At the time of this writing, TPF does not have, and is not required to have, a regulatory ID for the management and disposal of potentially hazardous waste or SQG. TPF produces an extremely small quantity of potentially hazardous waste each year. In summary, potential hazardous waste operations are not identified as a REC with respect to the site.

On February 16, 2016, Authority P&D staff conducted web-based database searches of FDEP's Map Direct system and EPA's EnviroMapper system. These systems were queried to identify petroleum storage system sites, waste cleanup sites, potential hazardous waste sites, toxic releases, water discharge permits, etc. All of the facilities identified by Map Direct and EnviroMapper were either mentioned above or were stormwater permits. With the exception of the RECs that have already been identified above, none of the facilities identified by Map Direct or EnviroMapper is identified as a REC with respect to the site.

The City of Tampa-owned green space located immediately south of TPF (folio 127270-0000) is identified as a potential historic landfill #28 in FDEP correspondence dated December 14, 2009. A review of the City of Tampa's historic landfill assessment program indicated that a site reconnaissance was conducted on August 16, 1998. No other technical information on landfill #28 is known to exist. In summary, there is no actual evidence that causes Authority staff to identify any adjoining property as a REC with respect to the site.

Conclusions

As stated above, Authority staff identified two “*recognized environmental conditions*”¹ and one “*historical recognized environmental condition*”².

¹ *Recognized Environmental Conditions*—The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

² *Historical Recognized Environmental Condition*—A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

These definitions are taken from ASTM International’s Designation E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM 1527).

References

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

City of Tampa, City of Tampa Historic Landfill Assessment Program. June 2016. <http://cotweb.hsa-env.com/>

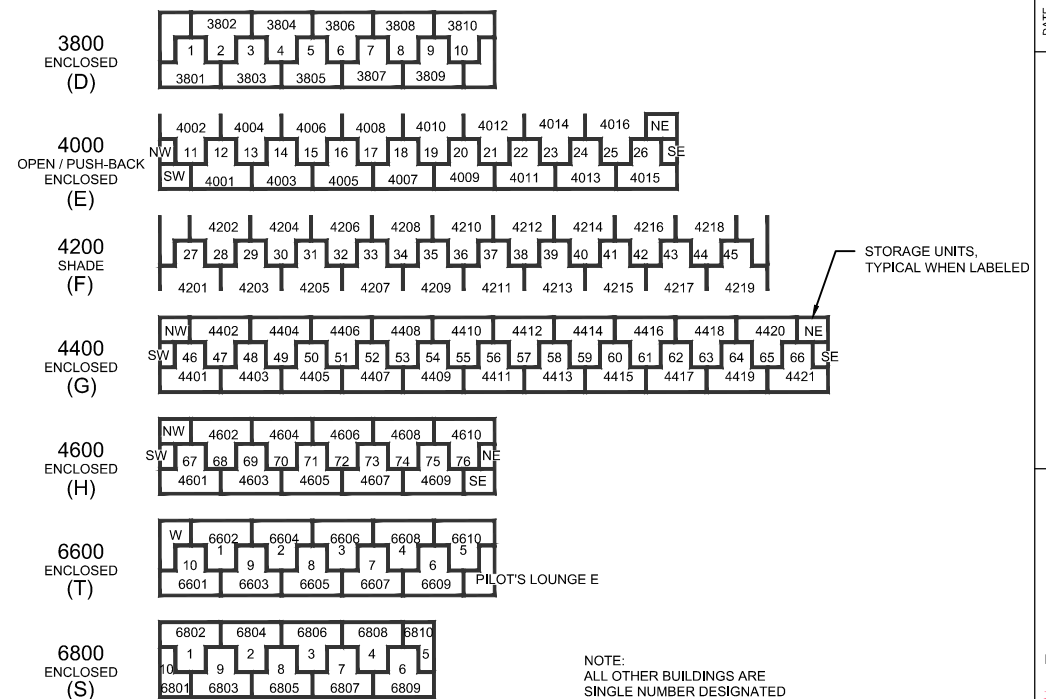
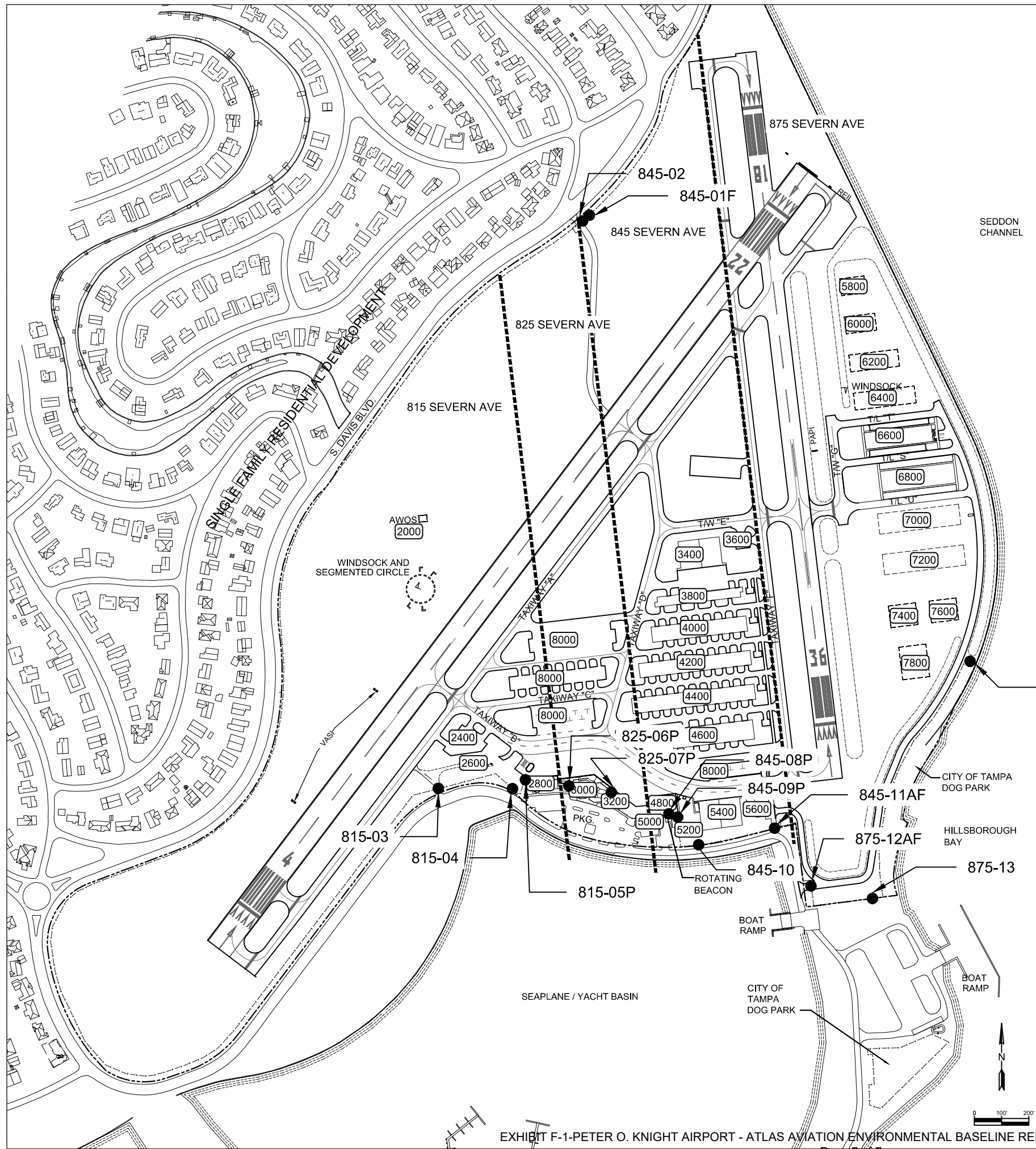
Florida Department of Environmental Protection, Map Direct. June 2016. <http://ca.dep.state.fl.us/mapdirect/gateway.jsp>

Florida Department of Environmental Protection, Oculus System. June 2016. <http://depedms.dep.state.fl.us/Oculus/servlet/login>

Hillsborough County Aviation Authority, Real estate and tenant files, June 2016.

Hillsborough County Property Appraiser. Hillsborough County Property Appraiser – Property Search. June 2016. <http://www.hcpafl.org/>

US Environmental Protection Agency. EPA - EnviroMapper for Envirofacts. June 2016. <https://www.epa.gov/emefdata/em4ef.home>



NEW	OLD	FACILITY ID	ADDRESS
2000		AWOS	
2400		HELICOPTER PARKING	
2600	L	FUEL FARM	
2800	M	ADMINISTRATION BUILDING	815 SEVERN AVE.
3000	K	TERMINAL BUILDING	825 SEVERN AVE.
3200		LIFT STATION	
3400	C	BULK HANGAR	845 SEVERN AVE
3600		AIRCRAFT WASH RACK	845 SEVERN AVE
3800	D	ENCLOSED HANGAR	845 SEVERN AVE
4000	E	ENCLOSED / OPEN PUSHBACK HANGAR	845 SEVERN AVE
4200	F	SHADE HANGAR	845 SEVERN AVE
4400	G	ENCLOSED HANGAR	845 SEVERN AVE
4600	H	ENCLOSED HANGAR	845 SEVERN AVE
4800	A	FBO MAINTENANCE HANGAR	845 SEVERN AVE.
5000		ROTATING BEACON	
5200		MAINTENANCE STORAGE UNIT	
5400	B	BULK HANGAR	845 SEVERN AVE
5600	I	PERATIONS & MAINTENANCE SHOP	845 SEVERN AVE
5800	X	FUTURE ENCLOSED HANGAR	875 SEVERN AVE
6000	W	FUTURE ENCLOSED HANGAR	875 SEVERN AVE
6200	V	FUTURE ENCLOSED HANGAR	875 SEVERN AVE
6400	U	FUTURE ENCLOSED HANGAR	875 SEVERN AVE
6600	T	ENCLOSED HANGAR	875 SEVERN AVE
6800	S	ENCLOSED HANGAR	875 SEVERN AVE
7000	R	FUTURE ENCLOSED HANGAR	875 SEVERN AVE
7200	Q	FUTURE ENCLOSED HANGAR	875 SEVERN AVE
7400	O	FUTURE BULK HANGAR	875 SEVERN AVE
7600	P	FUTURE BULK HANGAR	875 SEVERN AVE
7800	N	FUTURE BULK HANGAR	875 SEVERN AVE
8000		TIE DOWN	

	REVISIONS	DATE			
Hillsborough County Aviation Authority Planning & Development					
 Peter O. Knight Airport Plant City Airport Tampa Executive Airport					
PROJECT NAME	PETER O. KNIGHT AIRPORT FACILITY KEY MAP				
SHEET TITLE	SITE PLAN				
DESIGNED:	MG				
DRAWN:	GW				
CHECKED:	MG				
HCAA NO.:					
JOB NO.:					
DATE:	01/25/11				
FAC-1					
FILE NAME: C:\ENGINEERING\PROJECTS\POK\FACILITY KEY MAP - TPF.DWG					

PLANT CITY AIRPORT – PLANT CITY AIRPORT SERVICES
ENVIRONMENTAL BASELINE REPORT

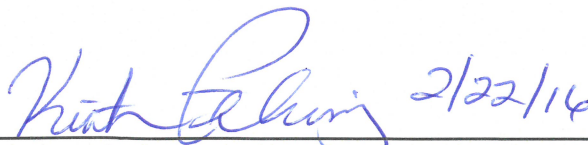
PLANT CITY AIRPORT
(FDEP Facility ID No.: 298509009)

Prepared by:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT

FEBRUARY 22, 2016

Prepared by: _____



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

Introduction

The Hillsborough County Aviation Authority's (the Authority's) Planning & Development (P&D) Department has completed an environmental review of the Authority-owned leased premises of Mitchell Enterprises, Inc. d/b/a Plant City Airport Services (PCAS), (the site) at Plant City Airport (PCM). This report is the compilation of research including a review of government web-based databases, Authority files and site visits. Authority staff did not identify any "*recognized environmental conditions*"¹. The Authority also did not identify any historical RECs or controlled RECs with respect to the site.

On October 28, 1999, Authority P&D staff compiled a report entitled *Phase I Environmental Audit for T. G. Robinson, Parcel 9150* (the 1999 Report). The 1999 Report provided a Phase 1 Environmental Site Assessment for the T. G. Robinson acquisition parcel which was located west of Turkey Creek Road on the west of PCM. Associated with the 1999 Report was a site reconnaissance that was performed on October 14, 1999. P&D staff did not identify any RECs in the 1999 Report.

On May 24, 2004, Authority P&D staff compiled a report entitled *Summary of Environmental Conditions for Plant City Airport Services* (the 2004 Report). The 2004 Report provided an environmental review with respect to the commercial fixed base operation (FBO) lease, the lease for the fuel farm facility as well as on-Airport and off-Airport reconnaissance. P&D staff did not identify any RECs in the 2004 Report.

On June 20, 2013, Authority staff compiled a report entitled *Plant City Industrial Park Brownfield Area* (the 2013 Report). The 2013 Report provided an extensive review of the commercial facilities surrounding the site that are located within the Plant City Industrial Park Brownfield Area. Associated with the 2013 Report was a follow-up off-Airport reconnaissance on July 3, 2013. Additional information on this Brownfield is provided below.

On numerous occasions during 2015 and 2016, Authority P&D staff conducted site visits of the PCM fuel facilities during the design and procurement of the Authority's petroleum storage system refurbishment project. Additional information on petroleum storage systems is provided below.

Site Description

According to the Authority's website, PCM is located near I-4 and a short drive from Lakeland. A list of facility services is provided on the Authority's website. The site address is 4007 Airport Road, Plant City, Hillsborough County, Florida 33563. A Site Plan is provided on the Figure. PCM is located within the City of Plant City in Hillsborough County, Florida in Section 36, Township 28 South and Range 21 East. The geographic coordinates are Latitude 28.0015° N and Longitude 82.1619° W. According to the Hillsborough County Property

Appraiser (HCPA), PCM is assigned two folio numbers, 203248-0700 and 203244-9152. According to the HCPA, PCM is comprised of approximately 186.18 acres that are classified as uplands and 7.8 acres that are classified as lowlands.

The site has historically been utilized as an airport. PCM includes the following structures: the terminal building, support buildings, storage hangars, maintenance hangar, grounds, paved areas, grassy areas, retention areas, stormwater inlets, Av-gas fuel system, Jet-A aviation fuel system, wash rack area, transformers, water systems and navigational aids.

The site is bounded on the north by Airport Road. Beyond Airport Road is a mixture of commercial, light industrial and residential properties. The site is bounded on the east by a mixture of forested land, commercial, light industrial and municipal properties. The site is bounded on the south by a mixture of commercial, industrial, light manufacturing and warehouse, including several packing plants. The site is bounded on the west by a mixture of forested land, open land, commercial properties and a rail corridor. Adjoining properties are not identified as a REC with respect to the site.

Site History and Usage

The site history was investigated through a review Authority real estate files, historical reports and HCPA information. Historical aerial photographs indicate the site was undeveloped in 1938 and 1948. Farming and mining operations are visible in the vicinity. Sydney Road and State Road 574 appear to be in their modern alignment in these historical aerial photos. Construction on the airport runway was first visible in the 1955 topographic map and the 1957 historical aerial photo. The 1972 historical aerial photo shows the commercial industrial development is starting in the surrounding area. The 1982 historical aerial photo shows the site and surrounding area generally appear to be built out in the modern layout. An Authority real estate record dated May 23, 1989 indicates PCM was purchased in 1983 by the Authority from the City of Plant City. Payments were made over a six-year period and the City of Plant City received final payment in 1989.

Site Reconnaissance

In the context of long-term environmental compliance, the FBO has successfully managed a program that has never received any major regulatory notices of violation, violations of the FBO lease agreement or anything similar that could be identified as a REC with respect to the site. Environmental site reconnaissance visits were performed on October 14, 1999, February 9 and May 19, 2004, July 3, 2013, and most recently on February 11, 2016. These visits collectively provided Authority P&D staff an opportunity to observe potential environmentally-sensitive areas over time. No physical obstructions were ever encountered which limited the visual or physical observation of the property.

Local, State and Federal Regulatory Issues

On June 17, 2013 and February 19, 2016, Authority staff conducted reviews of Florida Department of Environmental Protection (FDEP) and EPA web-based regulatory records to identify petroleum storage system sites, waste cleanup sites and small quantity generator of hazardous waste (SQG) sites within the site vicinity. The database tools are described at the end of this section.

Plant City Airport's petroleum storage system is identified as assigned facility (FAC) ID No. 298509009 in the FDEP's Map Direct and Oculus databases. FDEP indicates the facility contains one regulated 12,000-gallon aboveground storage tank (AST) which contains Jet-A aviation fuel. The facility also contains two regulated underground storage tanks (USTs) which contain Av-gas. These two tanks measure 4,000 and 10,000-gallons. A third UST measuring 4,000 gallons exists at the UST tank farm where the two Av-gas tanks exist. This third tank has been in out-of-service status since 2000 due to low demand. On October 23, 2015, FDEP issued Alternate Procedure # 1131 which allows this tank to remain in out-of-service status until September 28, 2020 at which time the UST must be brought back into service or be properly closed. The USTs were installed in 1990 and the AST was installed in 2000.

A Hillsborough County Environmental Protection Commission compliance inspection report dated September 22, 2015 indicates the system was in compliance at the time of the inspection, with the exception of a light bulb on a monitoring panel that was promptly replaced. According to the Authority's Spill Prevention, Control, and Countermeasure (SPCC) Manual, three additional unregulated and unregistered ASTs and two oil-water separators exist at PCM. According to the latest SPCC inspection report, all of these systems are currently operating in compliance, however some repairs are recommended which are scheduled to be performed under the Authority's petroleum storage system refurbishment project that is scheduled to start in April 2016. At PCM there are no active or formerly-used petroleum storage system locations that have any reported spills, leaks or discharges of petroleum products. At PCM there are no tenant-operated petroleum storage systems. In summary, PCM's petroleum storage systems and oil-water separators are not identified as RECs with respect to the site.

At the time of this writing, PCM has a FDEP regulatory file for the management and disposal of potentially hazardous waste under FDEP's SQG program. The registration is assigned FDEP FAC ID No. FLR000100644. A review of FDEP's file indicates there was a passing compliance inspection on February 2, 2004. FDEP's compliance inspection letter which was dated March 22, 2004 was addressed to the FBO but the inspection covered both the FBO's operation and the Authority's airfield maintenance operation. A February 19, 2016 review of FDEP's Oculus system indicates that FDEP FAC ID No. FLR000100644 is

classified as a Conditionally Exempt SQG and is currently in compliance. SQG operations are not identified as a REC with respect to the site.

The City of Plant City adopted a Brownfield area resolution (42-2013) on March 11, 2013. The Plant City Industrial Park Brownfield Area has been assigned FDEP FAC ID No. 291301000. The Brownfield area measures 1507 acres and PCM is located almost right in the middle. A review of the Sketch of Description that is an attachment of the City of Plant City's Brownfield documentation, there are some residential properties that are depicted as cut-outs or exceptions of the larger contiguous area. On June 20, 2013, Authority P&D staff reviewed the web-based databases and determined at the time there were approximately 46 listed facilities within the area, including one capped former superfund site. There were approximately five ongoing cleanup sites in the area. These sites appeared to be eligible to enter into a Brownfield Site Rehabilitation Agreement which would allow them to become Brownfield sites. It doesn't appear that any of the five ongoing cleanup sites actually abut PCM property. The other approximately 40 facilities are not known to be contaminated. PCM is a listed but is not a cleanup site and did not have any significant reported military use. On July 3, 2013 Authority staff conducted an off-Airport reconnaissance of the Plant City Industrial Park Brownfield Area; the reconnaissance corroborated the June 20, 2013 review. Brownfields are not identified as a REC with respect to the site.

On February 16, 2016, Authority P&D staff conducted web-based database searches of FDEP's Map Direct system and EPA's EnviroMapper system. Map Direct was queried to identify petroleum storage system sites, waste cleanup sites and SQG sites. EnviroMapper was queried to identify toxic releases, hazardous wastes, water discharge permits and Superfund sites. With a few minor exceptions all of the facilities identified by Map Direct and EnviroMapper were also identified in the list of 46 facilities that Authority P&D staff identified on June 20, 2013 during the review of the Plant City Industrial Park Brownfield Area. None of the facilities identified by Map Direct or EnviroMapper is identified as a REC with respect to the site.

Conclusions

As stated above, Authority staff did not identify any “*recognized environmental conditions*”¹.

¹ *Recognized Environmental Conditions*—The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

This definition is taken from ASTM International’s Designation E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM 1527).

References

Aerial Photography: Florida Home. University of Florida Digital Collections. George A. Smathers Libraries, University of Florida, Gainesville. February 2016. <http://ufdc.ufl.edu/aerials>

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

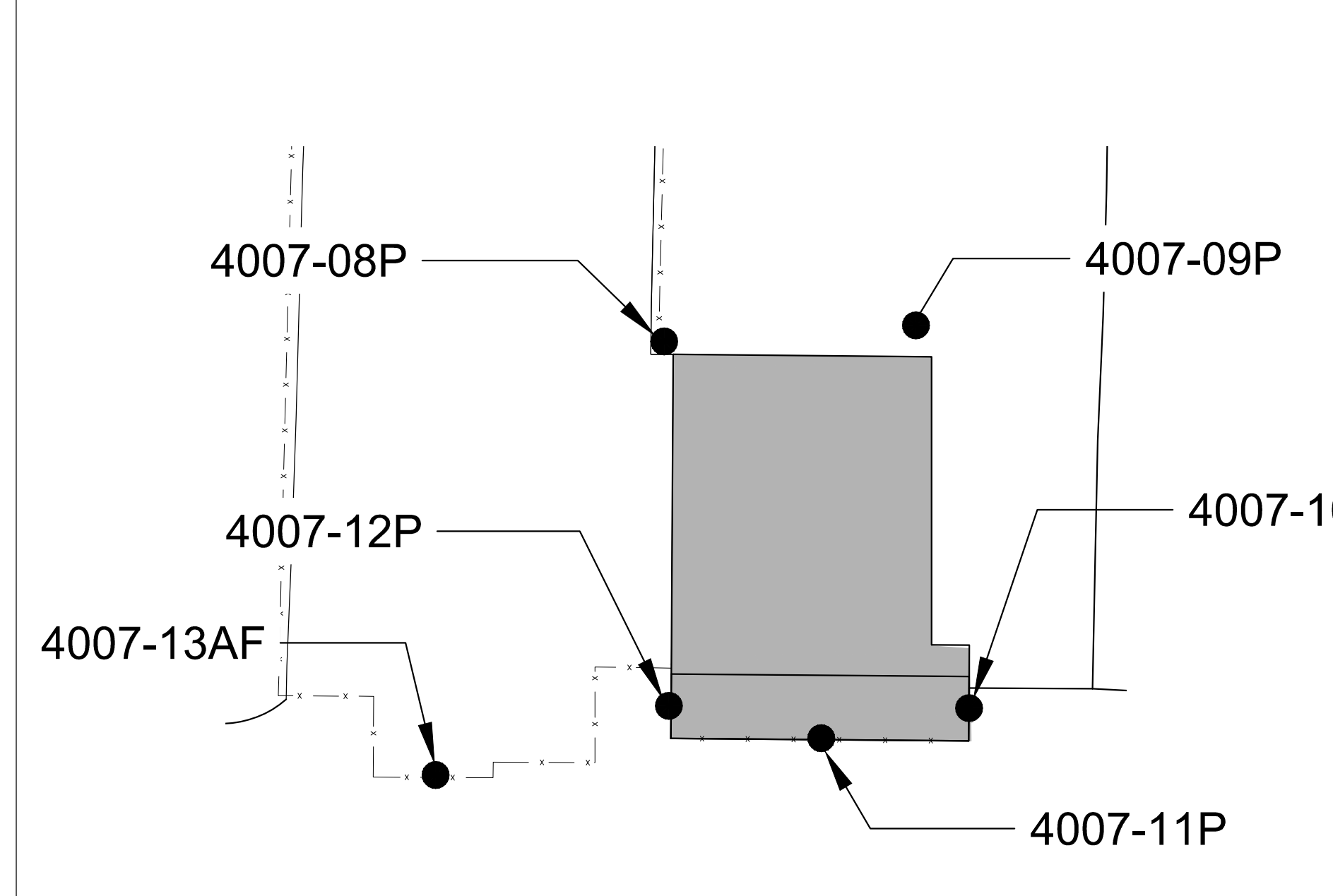
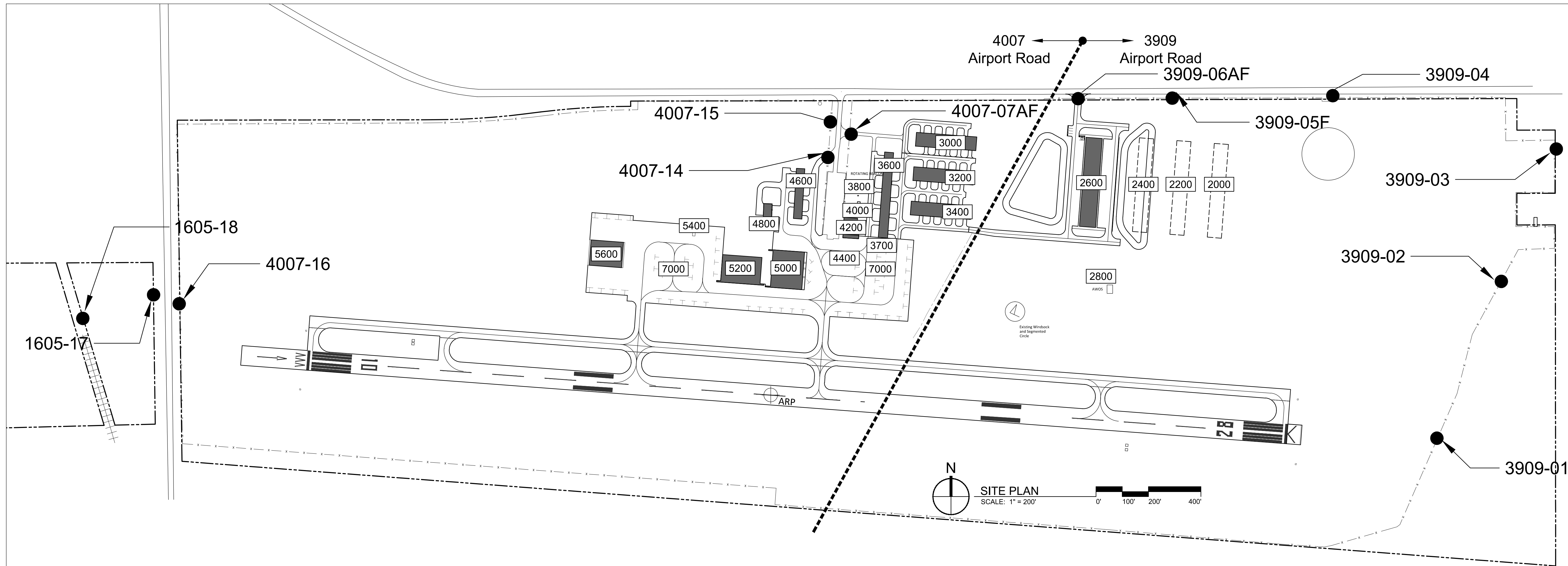
Florida Department of Environmental Protection, Map Direct. February 2016. <http://ca.dep.state.fl.us/mapdirect/gateway.jsp>

Florida Department of Environmental Protection, Oculus System. February 2016. <http://depedms.dep.state.fl.us/Oculus/servlet/login>

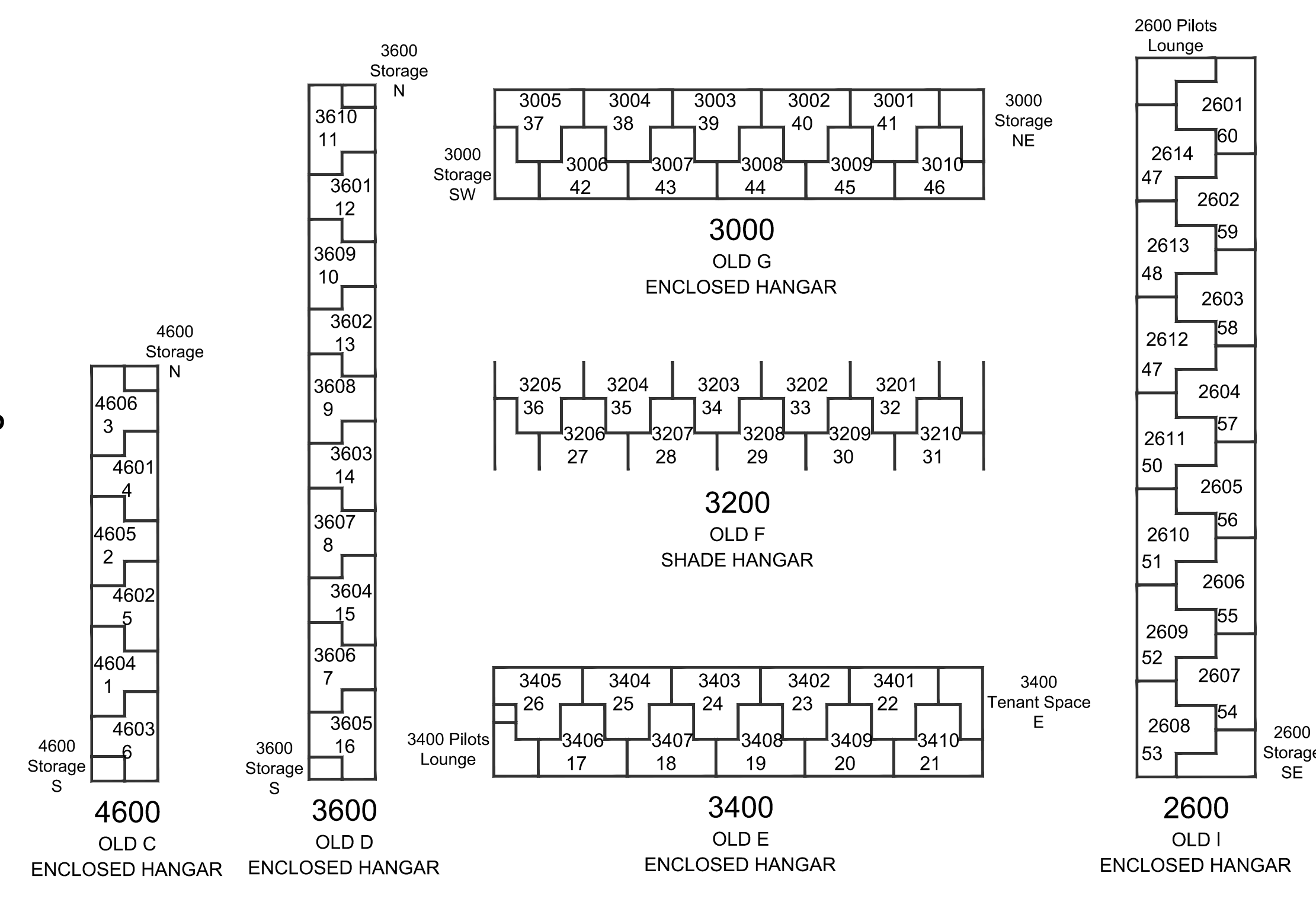
Hillsborough County Aviation Authority, Real estate and tenant files, February 2016.

Hillsborough County Property Appraiser. Hillsborough County Property Appraiser – Property Search. February 2016. <http://www.hcpafl.org/>

US Environmental Protection Agency. EPA - EnviroMapper for Envirofacts. February 2016. <http://www.epa.gov/emefdata/em4ef.home>



ENLARGED PLAN AT TERMINAL
NOT TO SCALE



HANGAR BAY DESIGNATIONS
NOTE: OLD BAY NUMBERS SHOWN BELOW NEW NUMBERS

NEW	OLD	FACILITY ID	ADDRESS
2000	L	FUTURE ENCLOSED HANGAR	3909 AIRPORT ROAD
2200	K	FUTURE ENCLOSED HANGAR	3909 AIRPORT ROAD
2400	J	FUTURE ENCLOSED HANGAR	3909 AIRPORT ROAD
2600	I	ENCLOSED HANGAR	3909 AIRPORT ROAD
2800		AWOS	
3000	G	ENCLOSED HANGAR	4007 AIRPORT ROAD
3200	F	SHADE HANGAR	4007 AIRPORT ROAD
3400	E	ENCLOSED HANGAR	4007 AIRPORT ROAD
3600	D	ENCLOSED HANGAR	4007 AIRPORT ROAD
3800	L	ROTATING BEACON	4007 AIRPORT ROAD
3700		AIRCRAFT WASH RACK	
4000		ELECTRICAL VAULT	4007 AIRPORT ROAD
4200	T	TERMINAL BUILDING	4007 AIRPORT ROAD
4400		AVGAS FUEL FARM	4007 AIRPORT ROAD
4600	C	ENCLOSED HANGAR	4007 AIRPORT ROAD
4800	M	OPERATIONS AND MAINTENANCE SHOP	4007 AIRPORT ROAD
5000	B	FBO MAINTENANCE HANGAR / BULK HANGAR	4007 AIRPORT ROAD
5200	A	BULK HANGAR	4007 AIRPORT ROAD
5400		JETA FUEL FARM	4007 AIRPORT ROAD
5600	H	BULK HANGAR	4007 AIRPORT ROAD
7000		TIE DOWN	

DATE	REVISIONS	BY

Hillsborough County Aviation Authority
Planning & Development

Tampa International Airport
 Community Airports
 Peter O. Knight Airport
 Plant City Airport
 Tampa Executive Airport

PROJECT NAME
 PLANT CITY AIRPORT
 FACILITY KEY MAP

SHEET TITLE
 SITE PLAN

DESIGNED: MG
 DRAWN: GW
 CHECKED: MG

HCAA NO.:
 JOB NO.:

DATE: 01/25/11

FAC-1

FILE NAME: Q:\ENGINEERING\PROJECTS\PLANT CITY\FACILITY KEY MAP - PCM.DWG