



Peter O. Knight Airport  
Plant City Airport  
Tampa Executive Airport

Hillsborough County  
Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622  
phone/ 813-870-8700  
fax/ 813-875-6670  
TampaAirport.com

**TO:** Joe Lopano, Chief Executive Officer  
**FROM:** Variance Review Committee (VRC)  
**DATE:** January 18, 2017  
**RE:** Land Use Variance to Tampa International Airport Land Use Standards from Land Use Classification General Aviation Non-Commercial to Airport/Airline Support – LGSTX Services, Inc. Variance No. V17-01

**Attendees:**

Beth Zurenko, Real Estate                      Tony Mantegna, Planning and Development  
Paul Sireci, Public Safety                      Lloyd Tillmann, Operations  
Michael Kamprath, Legal Affairs

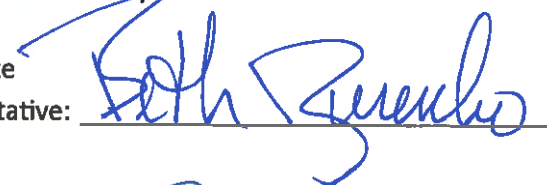
On January 18, 2017, the VRC met to determine if the standards were met as specified in the Land Use Standards, Section 12.3 entitled Variances. The following recommendation was made by the VRC:

- Variance Application is Complete
- Variance Application is Incomplete
- Variance Meets the Standards of Section 12.3
- Variance Does Not Meet the Standards of Section 12.3

**VRC Recommendation:**

Approve\*                       Disapprove                       Defer for Additional Information

*\*Variance granted with no additional uses of the premises other than those granted in applicants' Ground Lease with Improvements.*

Real Estate Representative: 

Date: 4/18/17

Chief Executive Officer: 

Date: 4/24/17

**TAMPA INTERNATIONAL AIRPORT**  
**APPLICATION FOR LAND USE VARIANCE**  
**AUTHORITY USE ONLY**

TENANT WORK PERMIT: # \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

ATTACHED: Map: Yes  No ; Application: Yes  No Site Plan: Yes  No  
Off & On Site Conditions – Yes  No ; Height Zoning Permit – Yes No

APPLICANT: LGSTX CARGO SERVICES, INC.

PHONE: (937) 366-2114 EMAIL ADDRESS: Jeremy.Heard@abxair.com

ADDRESS: 145 Hunter Drive CITY/ZIP: Wilmington, OH 45177

AUTHORIZED AGENT or PRIMARY CONTACT: Jeremy Heard

PHONE: (937) 366-2114 EMAIL ADDRESS: Jeremy.Heard@abxair.com

ADDRESS: 145 Hunter Drive CITY/ZIP: Wilmington, OH 45177

CURRENT LAND USE DESIGNATION: General Aviation Non-Commercial

GENERAL LOCATION OF PROPERTY: (Attach Map for Reference):  
4408 W. Tampa Bay Boulevard.

PROPERTY SIZE (Acreage or Square Feet): Land of approximately 108,030 sq. ft. (2.48 acres) more or less  
and hangar facility of approximately 6,432 sq. ft. more or less.

PROPOSED LAND USE DESIGNATION: Airport / Airline Support

**PROPOSED INTENDED USE OF PROPERTY:**

Providing service that includes the transfer of air cargo from ground-to-air and air-to-ground for Company's customers, and handling, storage, loading, unloading, reception and delivery of cargo and freight requiring tug/vehicle access to the SIDA.

**REASON FOR LAND USE VARIANCE and MODIFICATIONS REQUESTED:**

Applicant requests a variance to provide service that includes the transfer of air cargo from ground-to-air and air-to-ground for Company's customers, and handling, storage, loading, unloading, reception and delivery of cargo and freight requiring tug/vehicle access to the SIDA.

**INQUIRIES AND NOTIFICATIONS CONCERNING THIS PETITION SHOULD BE DIRECTED TO:**

**(Only if Different From Information Provided Above)**

**TAMPA INTERNATIONAL AIRPORT  
APPLICATION FOR LAND USE VARIANCE  
AFFIDAVIT TO AUTHORIZE AGENT**

STATE OF: Ohio

DATE: April 19, 2017

COUNTY OF: Clinton

GARY STOVER, being first duly sworn, depose(s) and say(s):

1. That (I am/ we are) the applicant(s) for a Land Use Variance on the following described property:  
ADDRESS OR GENERAL LOCATION: 4408 W. Tampa Bay Boulevard.

2. That this property constitutes the property for which a request for a: variance to the General Aviation Non-Commercial land use designation to allow Airport/Airline Support.

is being submitted to the Hillsborough County Aviation Authority (the "Authority").

3. That the undersigned (has/ have) appointed and (does/ do) appoint Jeremy Heard as (his/their) agent(s) to execute any petitions or other documents necessary to affect such petition;

4. That this Affidavit has been executed to induce the Authority to consider and act on the above described property;

5. That (I/ We), the undersigned authority, hereby certify that the foregoing is true and correct.

STATE OF: Ohio

SIGNED [Signature]

COUNTY OF: Clinton

TITLE President

The foregoing instrument was acknowledged before me this 19th day of April, 2017 by           . He/ ~~She~~ is personally known to me or has produced            as identification and ~~(did)~~ did not take an oath.



**ROBERTA J JAMES**  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
February 21, 2018

NOTARY PUBLIC  
Sign [Signature]  
Print Roberta J. James  
STATE OF Ohio  
My Commission Expires: 2/21/2018

**TAMPA INTERNATIONAL AIRPORT  
APPLICATION FOR LAND USE VARIANCE  
SITE PLAN REQUIREMENTS**

Two (2) copies of a site plan are required for a Land Use Variance request. The site plan shall be drawn to scale and shall include a north point and legend.

The following specific information shall be provided for each development:

I. OFF SITE CONDITIONS

Name, location, and width of existing streets, roads, taxiways and ramp areas adjacent to the site. **The site is located on Tampa Bay Boulevard at Lauber Way on the Tampa International Airport, with ramp area located on the south side of the building adjacent to Taxiway N. of the airport. See exhibits.**

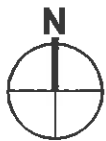
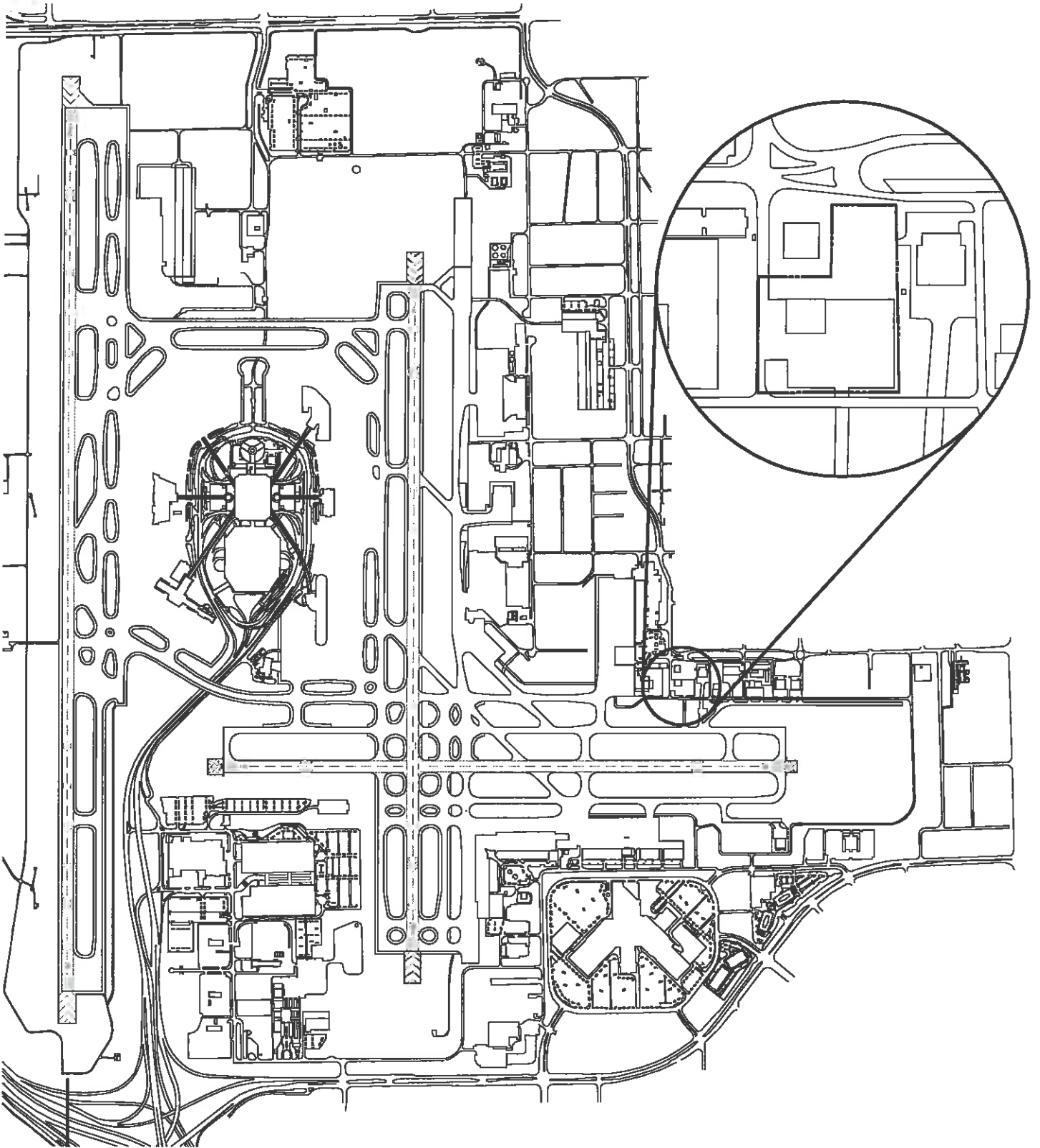
II. ON SITE CONDITIONS

- A. Location, size, height and use of all existing principal and accessory buildings.  
**Exhibit A-1. One metal building, approximately 80 ft. wide x 76 ft. length x 24 ft. high used for cargo / distribution center business.**
- B. Location, size, height and use of all proposed additions and/or new buildings.  
**None proposed.**
- C. Existing and proposed building setbacks.  
**See exhibit A-2. No changes proposed.**
- D. Floor area ratio for each individual building and total for all buildings.  
**1:1. No changes proposed.**
- E. Location and dimension of existing and proposed driveways, taxiways and parking areas for automobiles and aircraft. Include typical parking space dimensions.  
**See exhibit A-2. No changes proposed. No aircrafts will be operating on taxiway into the ramp and no aircraft will be parking on the premises. Automobile parking spaces not striped.**
- F. Existing and proposed parking lot landscaping.  
**See exhibit A-2. No changes proposed.**
- G. Existing and proposed buffering from adjacent uses.  
**See exhibit A-2. No changes proposed.**
- H. For aircraft hangars, the maximum size and number of aircraft to be parked in each hangar or on the property at any one time.  
**No aircrafts are proposed to be parked in the hangar or on the property at any time.**
- I. A detailed description of activities and services to be performed in the structures and on the property by applicant or applicant's agents.  
**Providing service that includes the transfer of air cargo from ground-to-air and air-to-ground for Company's customers, and handling, storage, loading, unloading, reception and delivery of cargo and freight requiring tug/vehicle access to the SIDA.**

III. Height Zoning Permit Documentation - if required must be attached or verification received from Authority's Planning and Development Department.

N/A.





**EXHIBIT A-1**  
General Location  
LGSTX Cargo Services, Inc.



JANUARY 2017



**EXHIBIT A-2**  
Lease Location  
LGSTX Cargo Services, Inc.



JAN 2017

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

LGSTX SERVICES, INC.

GROUND LEASE WITH IMPROVEMENTS

TAMPA INTERNATIONAL AIRPORT

BOARD DATE: \_\_\_\_\_, 2017

Prepared by:

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

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
GROUND LEASE WITH IMPROVEMENTS  
TAMPA INTERNATIONAL AIRPORT

THIS GROUND LEASE WITH IMPROVEMENTS (hereinafter referred to as "Lease"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (hereinafter referred to as the "Authority"), and LGSTX SERVICES, INC., a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (hereinafter referred to as the "Company") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

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

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

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

WHEREAS, Company is directly and substantially engaged in the transportation of cargo by aircraft, in the operation of a distribution center requiring tug/vehicle access to the Security Identification Display Area (SIDA), in the operation of an all-cargo aircraft, and in the handling and storage of air cargo and freight; and

WHEREAS, Company has been granted a Land Use Variance to Tampa International Airport Land Use Standards, a copy of which variance is attached hereto as "Appendix 1" and by this reference made a part hereof; and

WHEREAS, Company desires to lease certain land and fixed improvements as described herein under the terms and conditions contained herein, and Authority is agreeable thereto.

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

ARTICLE 1  
RECITALS

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

ARTICLE 2  
PREMISES

2.01 Premises

Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority certain real property with improvements designated for Company's exclusive use, consisting of:

- A. A hangar facility of approximately 6,432 square feet;
- B. Land of approximately 43,957.1 square feet (1.01 acres, more or less); and
- C. Pavement of approximately 31,689 square feet;

the general location of which are depicted on Exhibit A-1, Premises Location, dated January 2017, and more particularly detailed on Exhibit A-2, Premises Detail, dated January 2017, both of which are attached hereto and by this reference made a part hereof. Upon completion of a survey, Authority will prepare and transmit to Company an Exhibit A-3, Legal Description and Sketch, that will be incorporated into this Lease by written notice from Authority's Chief Executive Officer to Company without formal amendment of this Lease, establishing the square footage of the land and pavement and the recalculation of the associated Rents based on the rental rates shown in Article 5 of this Lease (hereinafter collectively referred to as the "Premises").

The above ground fuel storage tank and system ("Fuel Tanks") currently located on the Premises are, and will remain, the personal property of Authority. No use by Company of the Fuel Tanks is permitted under this Lease. The forgoing limitations on Company's use of the Premises notwithstanding, Authority represents and warrants that it has not granted any rights to any other party for the use of, or access to, the Fuel Tanks and, during the term of this Lease, will not do so without first providing notice to Company.

2.02 Triple Net Lease

Authority and Company agree that this is a triple net lease and that Company is responsible for all obligations that are normally imposed on the owner of real estate with respect to the Premises.



ARTICLE 3  
USES AND RESTRICTIONS

3.01 Permitted Uses

Company will use the Premises exclusively for the purpose of:

- A. Providing service that includes the transfer of air cargo from ground-to-air and air-to-ground for Company's customers;
- B. Handling, storage, loading, unloading, reception and delivery of cargo and freight requiring tug/vehicle access to the SIDA;
- C. Operation, driving, maintenance, repair and servicing of vehicles and other mobile equipment operated by Company;
- D. Parking of vehicles owned or operated by Company, its officers, employees, contractors, suppliers of material, furnishers of services and business guests;
- E. Training of personnel who are in the employ of, or are to be employed by, Company or its contractors; and
- F. Any lawful use or purpose that is part of, necessary for, or incidental to Company's air cargo operations.

3.02 Restrictions

Other than those areas used for the purpose of egress and ingress and tug/vehicle access to the SIDA, all operations will be conducted on the Premises.

3.03 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article.
- B. Company will not use or permit the use of the Premises for commercial passenger aviation for hire, or which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial passenger aviation activities in the general aviation commercial areas of the Airport.



- C. No aviation fuel or propellant may be purchased, stored, or handled on the Premises except in accordance with Standard Procedures or Operating Directives issued by Authority or by an aviation fuel vendor authorized under contract by Authority to provide such fueling service upon the Airport.
- D. Company will not sell, transfer, or deliver fuel from any fuel farm facility to any aircraft or to any tank or delivery device for the purpose of transferring to an aircraft other than Company's Aircraft.
- E. Company will not install additional fuel storage facilities without the prior written approval of Authority.
- F. Company will not use the groundwater under the Premises. There will be no drilling for water conducted on the Premises nor will any wells be installed on the Premises other than monitoring or other wells pre-approved in writing by Authority. For any dewatering activities on the Premises, a plan approved by Authority must be in place.
- G. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Policies, Rules, Regulations, Standard Procedures, and Operating Directives.
- H. The rights and privileges granted to Company pursuant to this Article will be subject to any and all Policies, Rules, Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- I. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease. If such act, or failure to act on the part of Company, will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Lease, or fails to do any act required under this Lease, regardless of whether such act constitutes a breach of this Lease that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will

hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

- J. Company will neither park nor store any of its operational or disabled vehicles on any area other than the Premises. In the event Company fails to remove any of its operational or disabled vehicles as expeditiously as possible, Authority may, but will not be obligated to, cause the removal of such vehicles. Company will pay to Authority, upon receipt of invoice, the costs incurred for such removal plus ten percent (10%). Nonpayment of such invoice will be deemed a default of this Lease, pursuant to Article 10.
- K. Except as provided elsewhere in this Lease, nothing in this Lease will be construed as establishing exclusive rights, operational or otherwise, to Company.
- L. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Lease are hereby reserved for and to Authority.

#### ARTICLE 4

##### TERM

###### 4.01 Effective Date

This Lease is effective upon execution by Company and approval and execution by Authority (hereinafter referred to as "Effective Date").

###### 4.02 Commencement Date

The term of this Lease commences May 4, 2017 and terminates April 30, 2022, unless terminated earlier as provided herein.

###### 4.03 Termination

This Lease may be terminated by Authority, without cause, upon 30 days written notice to Company. This Lease may be terminated by Company, without cause, if Company is not in default, beyond any applicable notice and cure period provided under this Lease, of any terms of this Lease or in the payment of any Rents, fees and other charges to Authority, upon 30 days written notice to Authority. In the event either Party terminates this Lease as contemplated herein, the termination of this Lease will be effective 30 calendar days from the date of the notice or such later date as set forth in the notice of termination.

#### 4.04 Renewal Option

This Lease may be renewed at the same terms and conditions hereunder for one five-year period, if Company is not in default of any terms of this Lease or in the payment of any Rents, fees or other charges to Authority, upon written request by Company at least 30 days prior to Lease expiration and written approval by Authority's Chief Executive Officer or designee. Such renewal will be effective by letter without formal amendment to this Lease. If such renewal option is requested by Company and approved by Authority's Chief Executive Officer or designee, this Lease will have a final termination date of April 30, 2027.

### ARTICLE 5 PAYMENTS

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable Rents, fees and other charges on or before the first day of each and every month, unless otherwise specified, throughout the term for the Premises.

#### 5.01 Rents

The total annual rent for the Premises will be \$61,251.31, payable in monthly installments of \$5,104.28, plus applicable taxes, commencing on May 4, 2017 (hereinafter referred to as "Rents"). The Rents for the Premises represent the current rental rate as determined by Authority and are calculated as follows:

- A. 6,432 square feet of hangar space at \$4.00 per square foot per year = \$25,728.00;
- B. 43,957.1 square feet of land at \$0.70 per square foot per year = \$30,769.96; and
- C. 31,689 square feet of pavement at \$0.15 per square foot per year = \$4,753.35.

For any period of less than one calendar month that this Lease is in effect, the Rents will be calculated on a pro rata basis.

#### 5.02 Adjustment of Rents

If the renewal term is requested by Company and approved by the Authority's Chief Executive Officer or his designee, the annual rent for the Premises will be adjusted for the remaining term of the Agreement, to become effective on May 1, 2022. The adjustment will be determined by Authority based upon the appraised fair market rental value for the Premises. Said appraisal will be performed by an independent, Florida state certified general appraiser who is a member of the Appraisal Institute with a Member Appraisal Institute (MAI) designation. Notwithstanding any other

provision in this Agreement, Company may terminate this Agreement within 30 days of written notification of Premises Rents adjustment. The termination must be by written notice to Authority.

5.03 Rents, Fees, and Other Charges a Separate Covenant

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

5.04 Interest on Delinquent Charges or Fees

Without waiving any other right or action available to Authority, in the event of default of Company's payment of Rents, fees or other charges hereunder, and in the event Company is delinquent in paying to Authority any Rents, fees or other charges for a period of five (5) calendar days after such payment is due, Authority reserves the right to charge Company interest thereon from the date such Rents, fees or other charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rents, fees or other charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law from the date such item was due and payable until paid. Such interest will not accrue with respect to disputed items being contested in good faith by Company, in which event the legal rate of interest will prevail.

5.05 Place of Payments

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

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

or

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

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

ARTICLE 6  
OBLIGATIONS OF COMPANY

6.01 Operations

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

6.02 Conduct of Employees and Invitees

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

6.03 Equipment and Vehicle Parking

Company will ensure that all vehicles and equipment owned or operated by Company, its vendors or contractors will be parked or stored in areas designated for tenants who occupy the Premises and will not be parked in common use areas or allowed to interfere in any way with any other operations adjacent to the Premises or common use areas. The parking of any vehicles or equipment outside those areas designated for Company's use is strictly prohibited.

6.04 Sound Level

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

6.05 Garbage, Debris, or Waste

Janitorial services are not provided by Authority under this Lease. Company will promptly remove from the Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Company will use extreme care when affecting removal of all such waste.

6.06 Nuisance

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

6.07 Excessive Load

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

6.08 Flammable Liquids

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

6.09 Frequency Protection

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

Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

#### 6.10 Taxes

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

#### 6.11 Permits and Licenses

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

#### 6.12 Disabled Aircraft

Company will remove any of its disabled aircraft from the airfield as soon as possible after release from proper authorities. Company will place or store such disabled aircraft only in Company's storage areas and upon such terms and conditions as may be determined by Authority's Chief Executive Officer or designee. In the event Company fails to remove any of its disabled aircraft as expeditiously as possible, Authority may, but is not obligated to, cause the removal of such disabled aircraft and invoice Company accordingly. Upon receipt of such invoice, Company will pay to Authority the costs incurred for such removal plus 15%. Nonpayment of such invoice by Company will be deemed a default pursuant to Article 10 of this Lease.

### 6.13 Vapor or Smoke

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

### 6.14 Security Badging

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

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

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

## ARTICLE 7

### MAINTENANCE AND REPAIR

#### 7.01 Authority's Responsibilities

Except as provided for in Articles 17.01 and 17.02, with the exception of those deficiencies noted in the Airport System Inspection – FY 16, report, Section 2.14, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof, Authority will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Authority retains the right, after



giving reasonable advance notice to Company, to enter upon the Premises to perform any repair thereon, including utilities that serve, in whole or in part, areas other than the Premises.

7.02 Company's Responsibilities

Except as stated in Articles 17.01 and 17.02, Company will, throughout the term, assume responsibility for all repair and maintenance on the Premises, whether such repair or maintenance is ordinary or extraordinary, and without limiting the generality hereof, as follows:

- A. Keep the Premises and all Company's fixtures, equipment, and personal property located in any part of the Premises that is open to or visible by the general public, in a clean and orderly condition and appearance; and
- B. Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any competent authority; and
- C. Keep all areas of the Premises in a state of good repair including repair of any damage to any pavement or other surface of the Premises or common use areas, including any improvements thereon, caused by weathering or aging, Company's operations, or by any oil, gasoline, grease lubricants, or other substances used by Company, its agents, or contractors having a corrosive or detrimental effect thereon; and
- D. Take such anti-erosion measures, including, but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon; and
- E. Maintain landscaping in the manner consistent with good horticultural practices and free of unsightly conditions; and
- F. Be responsible for the maintenance and repair of all utility service lines, except common utility lines, if any, including, but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers that are now or may be subsequently located upon the Premises and used by the Company exclusively; and
- G. Repair all damage to the Premises caused by Company's employees, patrons, or its operations thereon, and repair any damage to the surfaces of the Premises and common use areas caused by use of the surfaces in excess of the approved specifications; and
- H. Submit all paint colors to Authority for written approval prior to application.

All such maintenance, repair and replacements will be of quality equal to the original materials and workmanship.

#### 7.03 Required Scheduled Maintenance to Premises

Company agrees to maintain, at a minimum, certain components of the Premises according to the following maintenance schedule:

- A. Roof: Commencing on the first anniversary of the commencement date, Company will provide an annual roof inspection by a third-party qualified roof inspector or contractor to determine required maintenance action. The annual inspection reports will be submitted to Authority for approval of maintenance requirements to be performed by Company. The exterior roof, including drains and scuppers, will be cleaned as needed.
- B. Building Exterior: The building exterior will be inspected annually. Mildew, stains, dirt, cobwebs, and other like maintenance items will be cleaned as needed.
- C. Hangar Doors: All hangar doors will be inspected, cleaned, lubricated, and adjusted at intervals recommended by the manufacturer and as needed to ensure smooth operation.
- D. Equipment Inspection: Company will perform inspections of all Heating, Ventilation and Air Conditioning (hereinafter referred to as "HVAC") equipment, replacing air filters as required. Company will perform HVAC maintenance as recommended by the manufacturer. Commencing on the first anniversary of the commencement date, a third-party qualified service vendor will inspect HVAC systems at least annually. A condition report will be submitted to Authority at the completion of the annual inspection. All recommended work will be approved by Authority and will be performed as soon as practical after Authority's response to the report.

#### 7.04 End of Term Maintenance Conditions

In addition to the scheduled maintenance required under this Article, Company will maintain the Premises to ensure that, at the end of the term of this Lease, the condition of the Premises will be in a good state of repair excluding only those deficiencies listed in Exhibit B and will comply, at a minimum, with the following conditions:

- A. The fixed improvements will be structurally sound.
- B. The roof will be free of leaks.
- C. The HVAC system will heat and cool properly.

- D. All hangar doors will open and close properly.
- E. The interior and exterior paint will be free of unsightly conditions.
- F. All keys to fixed improvements will be provided to Authority upon Company vacating the Premises.

#### 7.05 Maintenance Records and Warranty Information

Records of all performed maintenance will be forwarded to Authority at the time of completion of each task. Copies of any warranty information will be forwarded to Authority. Copies will be forwarded as outlined in the Notices and Communications Article of this Lease.

#### 7.06 Quality of Maintenance

Authority will be the sole judge of the quality of maintenance. Except in the case of emergencies as determined in the sole discretion of the Authority, in which case only reasonable notice is required, Authority or its authorized agents may, at any reasonable time, without notice enter upon the Premises to determine if maintenance satisfactory to Authority is being done. If it is determined that maintenance is not satisfactory, Authority will so notify Company in writing with an estimate of the cost of performing such maintenance. If Company fails to perform satisfactory maintenance within 60 days from the date of such notice, Company will post a performance bond with Authority in the amount of the estimated maintenance as determined by Authority. Such performance bond will be released upon Authority's acceptance of completed maintenance and any repairs resulting directly or indirectly from Company's failure to properly maintain the Premises.

#### 7.07 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance responsibilities, Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of 60 days within which to correct the failure. Notwithstanding anything to the contrary in this Lease, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises by Company or Company's agents. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within 10 days of receipt of an invoice therefor.

ARTICLE 8  
IMPROVEMENTS AND ALTERATIONS BY COMPANY

8.01 Written Approval

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. Company will make no improvements or alterations whatsoever to the Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within 30 days after receipt by Authority of Company's plans and specifications, Authority will inform Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes or not approved.

8.02 Conditions

If Company's request for approval to make improvements or alterations is granted, or in the case of emergency repairs as determined in the sole discretion of Authority, the following conditions will apply:

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

8.03 Completion of Improvements

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

ARTICLE 9

TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Authority or Company (with or without the consent of Authority) upon the Premises, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like that, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of Authority upon termination of the Lease (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises or, at Authority's sole option, Authority may require Company to remove any improvements installed by Company and repair the Premises to the condition they were when Company took possession of the Premises, excluding only those deficiencies noted in Exhibit B. Title to all personal property, furnishings, wireless access points and trade fixtures will be and remain with Company and will be removed from the Premises upon termination or expiration of this Lease. Company will pay any costs associated with the repair of the Premises to the condition referenced above upon such removal.

ARTICLE 10

DEFAULT AND TERMINATION

10.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Lease or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Lease or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.

- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

#### 10.02 Authority's Remedies

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

- A. Terminate Company's rights under this Lease and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due or other sums due under this Lease and for all damages suffered by Authority because of Company's breach of any of the covenants of this Lease; or
- B. Treat this Lease 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, to the maximum extent permitted by law; or

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

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Lease, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Lease 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 Lease or provided by law.

#### 10.03 Continuing Responsibilities of Company

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

#### 10.04 Company's Remedies

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

ARTICLE 11  
DISCLAIMER OF LIENS

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

The interest of Authority in the Premises and common use areas will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises or common use areas be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Company to the Premises. Company is specifically prohibited from subjecting Authority's interest in the Premises or common use areas to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

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

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



## ARTICLE 12

### UTILITIES

#### 12.01 Utility Infrastructure

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

#### 12.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what currently exists or is available to be extended to the Premises' boundary, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such infrastructure related to its use of the Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

#### 12.03 Utility Services

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

#### 12.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

## ARTICLE 13

### INGRESS AND EGRESS

#### 13.01 Use of Public Way

Company will have the right of ingress to and egress from the Airport, the Premises, and the common use areas for Company's officers, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws and to Authority's right to establish Policies, Rules and Regulations, Standard Procedures, and Operating Directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

13.02 Methods of Ingress or Egress

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

**ARTICLE 14**  
**INDEMNIFICATION**

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

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

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

ARTICLE 15  
INSURANCE

15.01 Insurance Terms and Conditions

The following minimum limits and coverages will be maintained by Company throughout the term of this Lease. In the event of default on 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, members of Authority's governing body, and Authority's officers, volunteers and employees are included as additional insured.

15.02 Limits and Requirements

A. Workers' Compensation/Employer's Liability

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

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

B. Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Lease 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 Lease or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Lease. Coverage

shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 2010 10 01 and CG 2011 (01/96).

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

C. Business Auto Liability

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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D. Environmental Insurance (pollution)

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

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

E. Property Insurance – Contents

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

15.03 Waiver of Subrogation

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

15.04 Conditions of Acceptance

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

ARTICLE 16  
SECURITY FOR PAYMENT

16.01 Payment Security Requirements

A. Unless Company has maintained an agreement similar to this Agreement with Authority during the 18 months prior to the effective date of this Agreement without the occurrence of any act or omission that would have been a default under this Agreement, Company will provide Authority on or before the commencement date of this Agreement with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three months' Rents, fees and charges (excluding PFCs), payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and charges due hereunder (hereinafter referred to as "Payment Security"). Company will be obligated to maintain such Payment Security in effect until the expiration of 18 consecutive months during which Company commits no default under this Agreement upon which Company was provided notice pursuant to Article 10, and that was not cured by Company within the applicable cure period as specified under this Lease. Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.

- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Rents, fees and charges payable by Company pursuant to this Agreement.
  
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement (upon which Company was provided notice pursuant to Article 10, and that was not cured by Company within the applicable cure period as specified under this Lease), or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within 90 days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of 18 consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
  
- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

#### 16.02 Satisfactory Performance

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

### ARTICLE 17 PROPERTY DAMAGE

#### 17.01 Partial or Extensive Damage

In the event all or a portion of the Premises is partially and/or extensively damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable,

Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense, or either Party may terminate this Lease in accordance with Article 4.03 above.

17.02 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 Lease and the obligations of the Parties hereunder will terminate. In the event Authority elects to repair, replace or reconstruct the Premises, the Company's Rents, fees and other charges shall abate until such time as Company re-occupies the Premises.

17.03 Abatement of Rent

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 other charges will not abate.

17.04 Destruction as a Result of Company's Negligence

Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

17.05 Limits of Authority's Obligations Defined

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

17.06 Waiver of Subrogation

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

## ARTICLE 18

### COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

## ARTICLE 19

### FAA APPROVAL

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

## ARTICLE 20

### ENVIRONMENTAL

#### 20.01 General Conditions

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

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



- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Lease, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.
- C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.
- D. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Lease.
- E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify within the cure period established in the "Default and Termination" Article of this Lease will be deemed a default under this Lease. Any such default that is not cured will be grounds for termination of this Lease.
- F. In entering this Lease, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

#### 20.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not intentionally discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not intentionally 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 intentional discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Lease by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises.
- D. At the end of the Lease, 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 Lease.

#### 20.03 Hazardous Substance and Solid Waste

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

#### 20.04 Prior Environmental Impacts

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

## 20.05 Off-Site Environmental Impacts

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

## 20.06 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.
- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

## 20.07 Stormwater

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

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

## 20.08 Environmental Inspection at End of Lease Term

- A. At least 120 days before the expiration or early termination of the initial term or any renewal term, as provided herein, Company will conduct an environmental inspection and

examination of the Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority and report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

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

## ARTICLE 21

### AMERICANS WITH DISABILITIES ACT

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

ARTICLE 22  
NON-DISCRIMINATION

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

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

22.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

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

## 22.02 Civil Rights – Title VI Assurances

### A. Compliance with Non-Discrimination Requirements:

During the performance of this Lease, 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 Lease.
- (2) **Non-Discrimination:** Company, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 22.02(B) below, including employment practices when this Lease 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 Lease 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 Lease, Authority will impose such Lease



sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Lease, 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 Lease, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (9) The FAA’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

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

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

ARTICLE 23  
NON-EXCLUSIVE RIGHTS

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 24  
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 25  
RIGHT OF ENTRY

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

ARTICLE 26  
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, including the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or

hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on Airport.

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

ARTICLE 27  
PROPERTY RIGHTS RESERVED

This Lease 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 Lease will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 28  
SIGNS

28.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Premises or common use areas.

28.02 Removal

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

ARTICLE 29  
ASSIGNMENT AND SUBLEASING

Company is prohibited from assigning, subletting, co-opting, or any other arrangement that would result in the ownership, lease, or use of the Premises by an entity or individual other than Company without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If a sublease is approved, Company will be solely responsible for ensuring that its sublessee performs pursuant to and in compliance with the terms of this Lease.

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

ARTICLE 30  
MORTGAGE RIGHTS OF COMPANY

Company will not mortgage, pledge or hypothecate its property and leasehold interest herein.

ARTICLE 31  
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is authorized to do business in the State of Florida and that the undersigned officer is authorized and empowered to bind Company to the terms of this Lease by his or her signature thereto.

ARTICLE 32  
CONDEMNATION

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

ARTICLE 33  
SURRENDER OF PREMISES

Company will surrender up and deliver the Premises to Authority upon the conclusion of the term in a leasable condition, with the deficiencies outlined in Exhibit B excepted. Provided Company is not in default

of this Lease, Company will immediately remove all of its personal property from the Premises and common use areas at the conclusion of the term. Failure on the part of Company to remove its personal property within 10 days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of any rent terms of this Lease, Authority will have a lien for such rent upon any property found upon the Premises or common use areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or common use areas without written approval of Authority.

#### ARTICLE 34

#### NO ACCEPTANCE OF SURRENDER

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

#### ARTICLE 35

#### PERSONAL PROPERTY

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

#### ARTICLE 36

#### APPLICABLE LAW AND VENUE

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

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

ARTICLE 37  
AUTHORITY APPROVALS

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

ARTICLE 38  
ATTORNEYS' FEES AND COSTS

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

ARTICLE 39  
INVALIDITY OF CLAUSES

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

ARTICLE 40  
HEADINGS

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

ARTICLE 41  
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three days after being sent by the United States Postal Service via Certified Mail, Return Receipt Requested, 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)  
LGSTX Services, Inc.  
145 Hunter Drive  
Wilmington, OH 45177  
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

(MAIL 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 will be used.

#### ARTICLE 42

#### SUBORDINATION TO TRUST AGREEMENT

This Lease 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 Lease is subject and subordinate to the terms, covenants, and conditions of the Trust Agreement, made by Authority, authorizing the issuance of bonds by Authority. Conflicts between this Lease and the documents mentioned above will be resolved in favor of such documents.

#### ARTICLE 43

#### FEDERAL RIGHT TO RECLAIM

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



ARTICLE 44  
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 45  
RELATIONSHIP OF THE PARTIES

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

ARTICLE 46  
NON-EXCLUSIVE RIGHTS

This Lease will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

ARTICLE 47  
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](mailto: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 Lease.
- 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 Lease term and following completion of this Lease.
- D. Upon completion of this Lease, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 48  
MISCELLANEOUS

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

ARTICLE 49  
TIME IS OF THE ESSENCE

Time is of the essence of this Lease.

ARTICLE 50  
COMPLETE AGREEMENT

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

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Victor D. Crist, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

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

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or print name of Notary

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

LGSTX SERVICES, INC.

Signed in the presence of:

By: \_\_\_\_\_

Title: President

\_\_\_\_\_  
Witness Signature

Gary Stover

\_\_\_\_\_  
Print Name

Print Name

145 Hunter Drive

\_\_\_\_\_  
Witness Signature

Print Address

Wilmington, OH 45177

\_\_\_\_\_  
Print Name

LGSTX SERVICES, INC.

STATE OF OHIO

COUNTY OF CLINTON

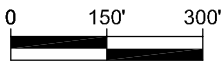
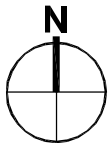
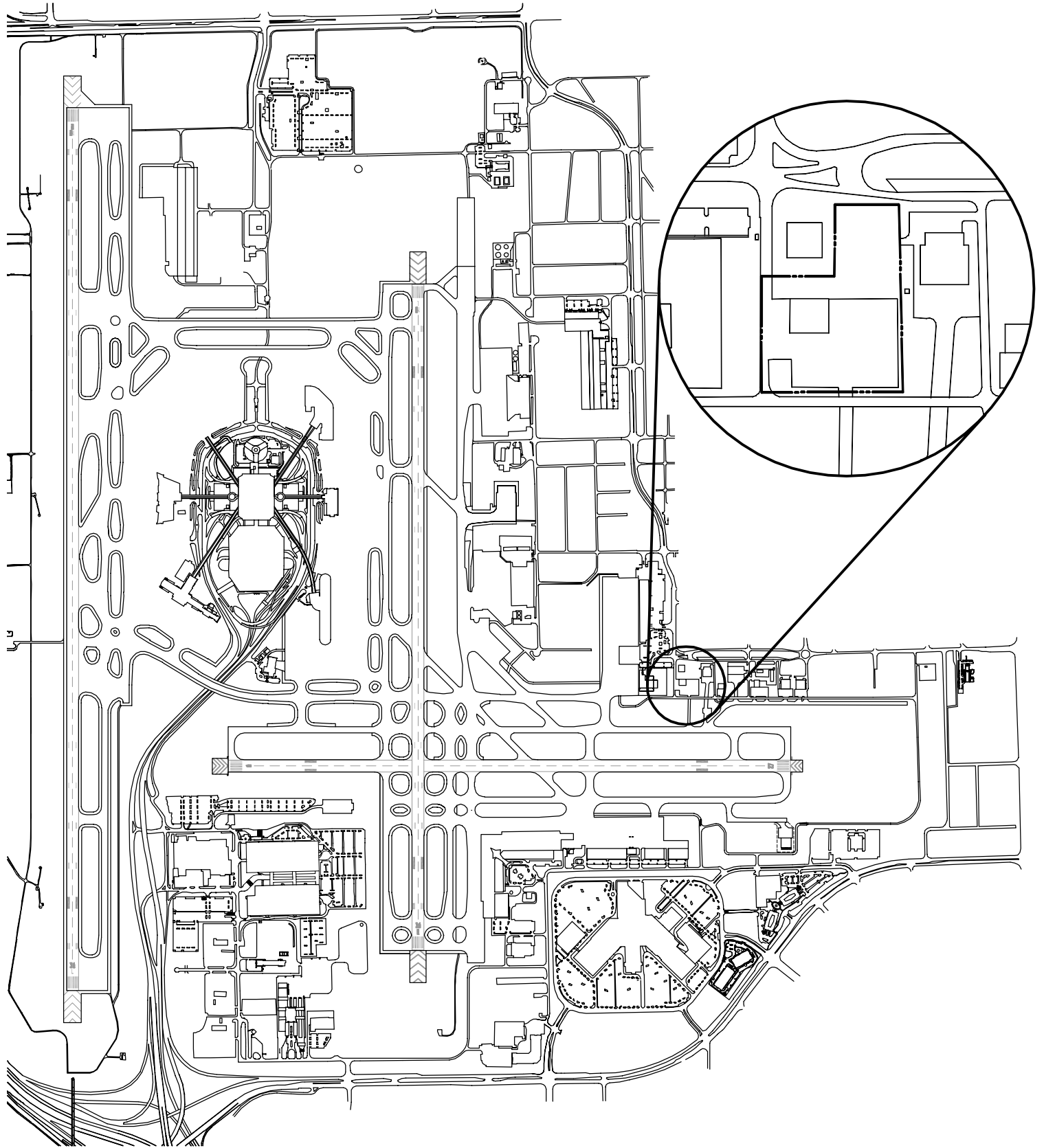
The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Gary Stover in the capacity of President, at LGSTX Services, Inc. a Corporation on its behalf. He is personally known to me and has produced the following document of identification Ohio State issued Driver's License.

(Stamp or seal of Notary)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Type or Print Name of Notary

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

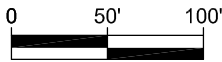
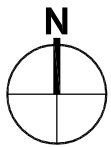


**EXHIBIT A-1**  
General Location  
LGSTX Services, Inc.



JANUARY 2017





43,957.1 SF

**EXHIBIT A-2**  
Premises Detail  
LGSTX Services, Inc.



JAN 2017

## Excerpt from Airport System Inspection - FY 16

### 2.14 LIGHT CARGO (FLIGHT EXPRESS) (412)

This facility consists of a single, pre-engineered metal building Bulk Hangar. This building was originally constructed in 1983 and overall is in "POOR" condition. The facility was empty/abandoned at the time of the survey.

#### **ARCHITECTURAL**

##### Code    Location/Description

- M-1    INTERIOR: Clean, prime & paint interior steel frame
- M-1    INTERIOR: Provide door threshold & bottom sweep at hollow-metal door on West elevation
- M-1    EXTERIOR: Replace panel seal/foam at base of metal panels (TYP)
- M-1    INTERIOR: Replace non-illuminated exit signage with illuminated type
- M-1    INTERIOR: Provide missing exit signage at West egress door location
- M-1    EXTERIOR: Replace double doors on North elevation – rusted with section loss at base and astragal locations
- M-1    EXTERIOR: Replace non-ADA compliant knob hardware with lever-type hardware
- M-1    EXTERIOR: Clean, prime & paint hollow-metal door & frame on West elevation
- M-1    EXTERIOR: Repair/replace damaged hangar door panels (TYP)

#### **STRUCTURAL**

##### Code    Location/Description

- M-1    INTERIOR: Minor rusting of girts, base plates, columns and roof beams, floor angle, & connection bolts.

#### **CIVIL**

##### Code    Location/Description

- M-1    APRON ASPHALT: Evidence of previous seal coat, fading

<b>CIVIL</b>		
<b>Code</b>	<b>Location/Description</b>	<b>Photo No.</b>
M-1	APRON ASPHALT: Low severity weathering throughout	
M-1	APRON ASPHALT: Isolated low severity spalling around inlet	
M-1	APRON ASPHALT: Periodic medium severity weathering, some isolated high severity weathering	
M-1	APRON ASPHALT: Some evidence of ponding	
M-1	APRON ASPHALT: Isolated low severity fatigue cracking	
M-1	APRON ASPHALT: Concrete spalling around manhole lid	
<b>M-2</b>	<b>APRON ASPHALT: Asphalt curb poor condition, high severity weathering</b>	
<b>M-2</b>	<b>APRON ASPHALT: Periodic medium to high severity longitudinal cracking. Some vegetation growing through cracks</b>	
M-1	APRON ASPHALT: Isolated cracking in concrete flume to pond, vegetation building up at outlet	
M-1	APRON ASPHALT: Markings in poor condition	
M-1	APRON ASPHALT: Some edge overgrowth along apron perimeter	
M-1	TAXIWAY CONNECTOR: Low to medium severity weathering	
M-1	TAXIWAY CONNECTOR: Full length high severity longitudinal crack along paving lane joint. Vegetation growing through crack	
M-1	TAXIWAY CONNECTOR: Marking condition fair to poor	
M-1	TAXIWAY CONNECTOR: Edge overgrowth	
<b>M-2</b>	<b>TAXIWAY CONNECTOR: Isolated high severity weathering, ponding, and loose aggregate near service road crossing</b>	
<b>M-2</b>	<b>APRON PCC: Overall poor condition</b>	
M-1	APRON PCC: Medium to high severity block cracking throughout. Some vegetation growing through cracks	
M-1	APRON PCC: Some cracks spalling and loose concrete	
<b>M-2</b>	<b>DRY POND: Downspout PVC outlet to pond cracked, no mitered end section, erosion and depressions caused around outlet due to water flow exiting pipe.</b>	<b>1</b>
M-1	DRY POND: Vegetation overgrowth in pond and inlet structures	
M-1	DRY POND: Vegetation overgrowing fence and barbed wire	
M-1	PARKING AREA WEST OF HANGAR: AOA fence top rail rusted, bent, typ. 2 locations	
M-1	DRY POND: Concrete flume to pond vegetation overgrowth, blocking flow to pond	
M-1	PARKING AREA WEST OF HANGAR: Interior AOA fence top rail rusted and barbed wire loose	
M-1	PARKING AREA WEST OF HANGAR: Interior AOA pavements fair condition, low to medium severity weathering	
M-1	PARKING AREA WEST OF HANGAR: Sporadic high severity longitudinal cracking, vegetation growing through cracks	
M-1	PARKING AREA WEST OF HANGAR: High edge condition, edge overgrowth	
<b>M-2</b>	<b>PARKING AREA WEST OF HANGAR: Isolated high severity weathering and depression.</b>	<b>2</b>



**CIVIL**

<u>Code</u>	<u>Location/Description</u>	<u>Photo No.</u>
M-1	PARKING AREA WEST OF HANGAR: Slide gate hardware and posts rusted	
M-1	PARKING AREA WEST OF HANGAR: Non-AOA pavement poor condition, high severity weathering, loose aggregate	
M-1	PARKING AREA WEST OF HANGAR: Medium to high severity alligator cracking throughout, vegetation growing through cracks	
M-1	PARKING AREA WEST OF HANGAR: Sporadic cracking and spalling in concrete curb	

**PHOTOS**



Photo 1



Photo 2

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>  S250.06  </u></p> <p>Effective: <u>  05/31/02  </u></p> <p>Revised: <u>  12/11/14  </u></p> <p>Page: <u>  1  </u> of <u>  7  </u></p>
<p>Subject: <b>CONTRACTUAL INSURANCE TERMS AND CONDITIONS</b></p>	

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

**INSURANCE COVERAGE:**

A. Procurement of Coverage:

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

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

1. Cancellation Notice

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

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

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

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

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

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

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

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

The insurance certificate must:

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

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

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the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

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

H. Company's Insurance Primary:

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

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<p>Subject: <b>CONTRACTUAL INSURANCE TERMS AND CONDITIONS</b></p>	

I. Applicable Law:

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

J. Waiver of Subrogation:

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

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

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

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

STANDARD PROCEDURE

Aviation Authority

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Subject: CONTRACTUAL INSURANCE  
TERMS AND CONDITIONS

a. Company to Remain Fully Liable

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

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

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

APPROVED: Joe Lopano

DATE: 12/11/14