

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE WITH IMPROVEMENTS

TAMPA EXECUTIVE AIRPORT

HILLSBOROUGH COUNTY

Board Date: _____, 2025

PREPARED BY:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
REAL ESTATE DEPARTMENT
ATTN: SUSAN COLLINS
TAMPA INTERNATIONAL AIRPORT
P. O. Box 22287
TAMPA, FLORIDA 33622

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
GROUND LEASE WITH IMPROVEMENTS
TAMPA EXECUTIVE AIRPORT

THIS GROUND LEASE WITH IMPROVEMENTS ("Agreement"), is made and entered into this ____ day of _____, 2025, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("Authority"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida, ("County") individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, Authority owns and operates Tampa Executive Airport ("Airport") located in Hillsborough County Florida; and

WHEREAS, the Legislature of the State of Florida grants to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; 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, Authority is desirous of leasing to County certain land and a hangar to provide storage space for aircraft owned or leased by County.

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

ARTICLE 1

RECITALS

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

ARTICLE 2

PREMISES

2.01 Premises

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

- (1) Approximately .96 acres of unimproved real property (42,253 square feet, more or less), and
- (2) Aircraft pavement consisting of 13,020 square feet, and
- (3) Vehicle paved area consisting of 4,646 square feet, and
- (4) A hangar facility consisting of 5,428 square feet, and
- (5) A portion of stormwater pond related to land above

the general location of which are depicted on Exhibit A, Subject Location, Parcel Description and Sketch, dated August 22, 2024, which is attached hereto and by this reference made a part hereof ("Premises"). Premises does not include subsurface rights and specifically excludes any subsurface water, oil, gas, or mineral rights underlying any portion of the Premises.

B. The Premises are leased to County in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, without representation or warranty by Authority except as otherwise provided elsewhere herein.

ARTICLE 3

USES AND RESTRICTIONS

3.01 Permitted Uses

A. County will use the Premises solely and exclusively in connection with the operation and maintenance of a hangar to be used for the storage of aircraft and related ancillary uses including the purposes described below:

- (1) providing storage of aircraft owned or leased by County and operated solely in connection with the internal conduct of County's business for the transporting, not for hire (except as expressly permitted herein), of County's personnel, patrons, guests, invitees, materials and products ("County's Aircraft"); In granting this use, it is hereby understood that County will be bound by all of the terms and conditions of this Agreement.

- (2) maintaining, repairing, servicing, testing, overhauling and cleaning of County's Aircraft, engines, assemblies, accessories, component parts and aviation-related mobile and other equipment;
 - (3) loading, unloading and delivering repair parts, supplies and other personal property related to the operation of County's Aircraft;
 - (4) loading, unloading and taxiing of County's Aircraft;
 - (5) storage and use of oils, lubricants and other supplies necessary for the operation of aircraft being stored in the hangar;
 - (6) parking of vehicles owned or operated by personnel, patrons, guests or invitees of users of the hangar, in front of or in the hangar while the aircraft are being operated. In no event will the hangar be used to store items other than aircraft or parts and supplies for the aircraft stored in the hangar; and
 - (7) providing office space and meeting space related to the storage of aircraft in the hangar.
 - (8) County will not use the Premises for any other purpose or use unless approved in writing by the Authority and in compliance with all applicable governmental laws.
- B. It is understood that in conjunction with the use of the Premises during a previous agreement term, County constructed an above-ground fuel farm facility on the Premises. The County has the right and privilege, during the Initial Term and any renewal options of this Agreement, to utilize the existing above-ground fuel farm facility for its own use and to fuel County's Aircraft with its own personnel.
- C. County will conduct its operations of any fuel farm facilities in such a manner as will meet all federal, state, and local requirements, and further will reduce to a minimum any spillage, overflowing or escaping of gases, petroleum or petroleum products to that which is reasonably practicable, considering the nature and extent of County's operations. County will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County, and with Authority's Spill Response and Notification Guidelines and all applicable safety regulations at the Airport that may be adopted by Authority. Upon termination or expiration of this Agreement as provided herein, County will remove any and all fuel farm facilities and restore the Premises so that any portion of the Premises affected by such removal has been restored to its condition prior to the installation of such facilities.
- D. County will provide written notice to Authority's Real Estate Department of County's Aircraft identification number (tail number) for any of County's Aircraft stored upon the Premises. County will have a continuing responsibility throughout the Initial Term and any renewal

options of this Agreement to notify Authority's Real Estate Department of County's Aircraft identification for any new County's Aircraft stored upon the Premises.

3.02 Restrictions

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

3.03 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing County to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article, unless approved in advance in writing by Authority.
- B. Except as expressly permitted herein, County will not use or permit the use of the Premises for commercial aviation, for hire, or which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial aviation activities in the general aviation commercial areas of the Airport.
- C. County 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, electrical, or other systems installed or located from time to time at the Airport; and County will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Policies, Rules and Regulations, Standard Procedures, and Operating Directives, as such may be amended or revised from time to time.
- D. 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.
- E. County 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 County's Aircraft.
- F. County will not install additional fuel storage facilities without the prior written approval of Authority.
- G. County 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.

- H. The rights and privileges granted to County pursuant to this Article will be subject to any and all Policies, Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- I. County will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act, or failure to act on the part of County, will cause cancellation of any such policy, County will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if County does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement that causes an increase in Authority's insurance premiums, County will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, County will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.
- J. County will not park nor store any of its operational or disabled vehicles on any area other than the Premises. In the event County 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. County 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 Agreement pursuant to Article 10.
- K. Authority reserves the right to access the Premises for utilities and access to adjacent sites so long as it does not adversely impact County's use of the Premises.
- L. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to County.
- M. Any and all rights and privileges not specifically granted to County for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- N. County will not use or permit any use generally associated with (1) gambling activities, (2) the placement of cell towers or antennae, except as approved and permitted by Authority, (3) the

placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Agreement.

ARTICLE 4

TERM

4.01 Effective Date

This Agreement is effective upon execution by County and approval and execution by Authority ("Effective Date").

4.02 Commencement Date

This Agreement commences on March 1, 2025, and terminates on February 28, 2030 ("Initial Term"), unless terminated earlier as provided herein.

4.03 Commencement of Rent

The Rents, fees and other charges due hereunder commence on March 1, 2025, and continue throughout the Initial Term of this Agreement and any renewal option, unless this Agreement is terminated as provided herein.

4.04 Termination

This Agreement may be terminated by Authority, with or without cause, upon 180 days written notice to County. This Agreement may be terminated by County, with or without cause, if County is not in default of any terms of this Agreement or in the payment of any rents or other charges to Authority, upon 180 days written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective 180 days from the date of the notice, or such date set forth in the notice of termination.

4.05 Renewal Option

If County is not in default of any terms of this Agreement or in the payment of any Rents or other charges to Authority, this Agreement may be renewed at the terms and conditions stated hereunder for one (1), five-year period upon written notice by County at least 90 days prior to Agreement's expiration and written acceptance by Authority's Chief Executive Officer. Such renewal will be effective by letter without formal amendment to this Agreement. If the renewal option is exercised by County and approved by Authority, this Agreement will have a termination date of February 28, 2035.

4.06 Holding Over

If County continues to occupy the Premises after the expiration of any renewal option, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from

month to month on the same terms and conditions as contained in this Agreement then in effect; provided, however, that the Rents payable for each one (1) month holding over period will be equal to one hundred fifty (150%) of the total monthly Rents then in effect. Said holding over period and Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 5
PAYMENTS

5.01 Rents

For the rights and privileges granted herein, County agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents and charges on or before the first day of each and every month, commencing on the Commencement Date, unless otherwise specified ("Rents"). For any period of less than one calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis. The Rents for the Initial Term, including 3.10% annual increases as determined by Authority, are calculated as follows:

Annual and Monthly Rents Totals with 3.1% Increase							
Premises	Sq./ft.	\$/sq/ft Base	March 1, 2025 -February 28, 2026	March 1, 2026 -February 28, 2027	March 1, 2027 -February 29, 2028	March 1, 2028 -February 28, 2029	March 1, 2029 -February 28, 2030
Land	42,253	\$ 0.33	\$ 13,944.00	\$ 14,376.26	\$ 14,821.93	\$ 15,281.41	\$ 15,755.13
Aircraft Pavement	13,020	\$ 0.05	\$ 651.00	\$ 671.18	\$ 691.99	\$ 713.44	\$ 735.56
Vehicle Pavement	4,646	\$ 0.05	\$ 232.00	\$ 239.19	\$ 246.61	\$ 254.25	\$ 262.13
Hangar Facility	5,428	\$ 7.27	\$ 39,453.00	\$ 40,676.04	\$ 41,937.00	\$ 43,237.05	\$ 44,577.40
Stormwater Pond	42,253	\$ 0.05	\$ 2,112.65	\$ 2,178.14	\$ 2,245.66	\$ 2,315.28	\$ 2,387.05
Annual Total	107,600		\$ 56,392.65	\$ 58,140.82	\$ 59,943.19	\$ 61,801.43	\$ 63,717.27
Monthly Total			\$ 4,699.39	\$ 4,845.07	\$ 4,995.27	\$ 5,150.12	\$ 5,309.77

5.02 Triple Net Basis

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

5.03. Adjustment of Rents and Fees

Effective upon the first anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date during the Initial Term of this Agreement, the annual Rents for the Premises will be increased three and one-tenth percent (3.10%). However, on the fifth

anniversary of the Commencement Date of this Agreement, the Rents will be adjusted to equal the then fair market rental value (FMRV) for land of comparable use in the vicinity of the Premises; provided, however, that in no event will the adjusted Rents be reduced below the Rents paid during the preceding year. The adjusted Rents will then be increased three and one-tenth percent (3.10%) each succeeding year.

5.04 Fuel Flowage Fee

County will pay Authority the current Fuel Flowage Fee on aircraft fuel delivered to County facilities located on the Premises. The Fuel Flowage Fee will be paid monthly, on or before the fifteenth (15th) day of the month succeeding the month in which said charges accrue and will be submitted with copies of delivery tickets to verify and substantiate said deliveries. The Fuel Flowage Fee will be an Airport use assessment which is consistent with Authority's policy of charging users of the Airport, including County, a fee to recover costs of maintaining and operating the Airport. The current Fuel Flowage Fee is \$0.10 per gallon. The amount of the Airport use assessment may be subject to change by Authority from time to time, and any changes that are made in the Airport use assessment will be set out in writing to County with the effective date thereof; provided, however, that County will be treated the same as other similarly situated lessees.

5.05 Rent and Other Payments a Separate Covenant

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

5.06 Interest on Delinquent Rents, Charges or Fees

Without waiving any other right or action available to Authority, in the event of default of County's payment of Rents, charges or fees hereunder, and in the event County is delinquent in paying to Authority any Rents, charges or fees for a period of ten (10) calendar days after the payment is due, Authority reserves the right to charge County interest thereon from the date the Rents, fees or charges became due to the date of payment at the Federal Reserve Bank of New York prime rate in effect on the date the Rents, fees or charges became due plus four percent (FRBNY prime + 4%) or 12 percent per annum, whichever is greater, to the maximum extent permitted by law.

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

Upon advanced written notice at any time or times during the Initial Term of this Agreement, or the renewal option if exercised, or within three years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or

attestation engagements over County's books and records for the purpose of determining compliance with this Agreement.

5.08 Place of Payments

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

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

OR

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

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
ATTN: FINANCE DEPARTMENT
TAMPA INTERNATIONAL AIRPORT
5411 SKY CENTER DRIVE, SUITE 500
TAMPA, FLORIDA 33607

ARTICLE 6

OBLIGATIONS OF COUNTY

6.01 Business Operations

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

6.02 Conduct of Employees and Invitees

County will, within reason, control the conduct, demeanor and appearance of its employees, invitees, and of those doing business with County 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

County will ensure that all vehicles and equipment owned or operated by County, 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 County's use is strictly prohibited.

6.04 Sound Level

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

6.05 Garbage, Debris, or Waste

County 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. County will use extreme care when affecting removal of all such waste.

6.06 Nuisance

County 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

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

6.08 Flammable Liquids

County will not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of County'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 County install any type of radio transceiver or other wireless communications equipment, County 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 County's equipment. Should interference occur as a result of County's installation, Authority reserves the right to shut down County's installation until appropriate remedies to the interference are made by County. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at County's expense.

6.10 Taxes

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

County will obtain and maintain throughout the Initial Term and any renewal options, 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

County will remove any of its disabled aircraft from the airfield as soon as possible after release from proper authorities. County will place or store such disabled aircraft only in County's storage areas and upon such terms and conditions as may be determined by Authority's Chief Executive Officer or designee. In the event County 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 County accordingly. Upon receipt of such invoice, County will pay to Authority the costs incurred for such removal plus 15%. Non-payment of such invoice by County will be deemed a default pursuant to Article 10 of this Agreement.

6.13 Vapor or Smoke

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

6.14 Security Badging

Any County employee, and any employee of its contractors or agents, must maintain compliance with the Airport Security Plan for the Airport. Any County employee, and any employee of its contractors or agents, that requires unescorted access to the Security Identification Display Area (SIDA) to perform work under this Agreement must be badged with a Badge 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 County. These costs are subject to change without notice, and County will be responsible for paying any increase in the costs. Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of County and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges. Authority reserves the right to require renewal of the Badges of County's employees, contractors and/or agents at any time. If a County employee, contractor and/or agent fails to comply with renewal requirements, as directed by the Authority, the existing Badge privileges of that County employee, contractor and/or agent may be suspended.

In order to work on Airport property, an employee must have a valid and active Badge allowing access to that employee's work area. Employees who have their Badge privileges revoked or suspended may not be escorted on Airport property.

County 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 this Agreement, or upon written request by Authority. This fine will be paid by County within fifteen (15) days from the date of invoice. Authority reserves the right to collect this fine at the time it is assessed. The fine is subject to change without notice, and County will be responsible for paying any increase in the fine.

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

6.15 Keying Scheme

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

ARTICLE 7

MAINTENANCE AND REPAIR

7.01 Authority's Responsibilities

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 County, to enter upon the Premises to perform any repair thereon, including utilities that serve, in whole or in part, areas other than the Premises. Authority will endeavor to use commercially reasonable efforts to minimize interference with County's activities.

7.02 County's Responsibilities

County will, throughout the Initial Term and any renewal option, 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; County will:

- A. Keep the Premises and all County'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, County's operations, or by any oil, gasoline, grease lubricants, or other substances 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 County exclusively; and
- G. Repair all damage to the Premises caused by County'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 used to construct the Premises.

7.03 Required Scheduled Maintenance to Premises

County 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, County 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 County. 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: Hangar doors will be lubricated and adjusted at intervals recommended by the manufacturer and will be inspected and cleaned monthly.
- D. Equipment Inspection: If HVAC equipment is installed in the Premises, maintenance will be performed in accordance with the manufacturer's recommendation. A qualified service vendor will inspect HVAC systems at least annually, on or before each anniversary date of the Commencement Date. County will submit a condition report to Authority at the completion of each annual inspection. Recommended work will be performed as soon as practical after receipt of the report.

7.04 End of Term Maintenance Conditions

In addition to the scheduled maintenance required under this Article, County will maintain the Premises to ensure that, at the end of the Initial Term or the end of the renewal option, if exercised, the condition of the Premises will be in a good state of repair and will comply, at a minimum, with the conditions set forth below:

- A. The fixed improvements will be structurally sound.
- B. The roof will be free of any 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. The storm water system will be working properly.
- G. The exterior pavements will be in good condition without potholes and spalling.
- H. All keys to fixed improvements will be provided to Authority upon County vacating the Premises.

7.05 Maintenance Records and Warranty Information

Records of all required scheduled maintenance items outlined in Subsection 7.03 above and copies of all warranty information will be forwarded to Authority annually. Copies will be forwarded as outlined in the Notices and Communications Article of this Agreement.

7.06 Quality of Maintenance

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

7.07 Reimbursement of Authority Made Repairs

If County fails to perform County's maintenance or repair responsibilities, Authority will have the right, but not the obligation, to perform such maintenance or repair responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to County, afforded County a period of thirty (30) days or such longer duration as may be reasonable required, to correct the failure. Notwithstanding anything to the contrary in this Agreement, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises by

County or County's agent Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, County will pay all such costs and expenses incurred by Authority, plus a fifteen percent (15%) administrative charge, within fifteen15 days from the date of the invoice. Failure of County to pay will be deemed a condition of default of this Agreement.

ARTICLE 8

IMPROVEMENTS AND ALTERATIONS BY COUNTY

8.01 Written Approval

Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required anytime County performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. County 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 thirty (30) days after receipt by Authority of County's plans and specifications, Authority will inform County that the plans are either approved as submitted, approved subject to certain stated conditions and changes or not approved.

8.02 Conditions

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

- A. County will obtain, at County'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 but not limited to, United States, State of Florida, Hillsborough County, City of Tampa and Authority.
- B. County 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. County agrees to hire only licensed contractors and subcontractors.
- D. County 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 County or were required by Authority or any other regulatory agency.

E. County agrees to be solely responsible for any damage to the Premises, common use areas, or Airport property resulting from County's construction of improvements or alterations.

8.03 Petroleum Storage Systems

County will not install additional fuel storage facilities without the prior written approval of Authority. In the event County constructs a petroleum storage system, County will pay for all costs of construction, maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, state, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. County will construct the petroleum storage system in such a manner as will meet all federal, state, or local requirements, including but not limited to the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapters 62-761 and 62-762, Florida Administrative Code (FAC), the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced. Upon termination or expiration of this Agreement as provided herein, upon instruction by Authority's Chief Executive Officer or designee, County will remove any and all petroleum storage systems and oil-water separators and restore the Premises to condition prior to installation or as approved by Authority.

8.04 Completion of Improvements

Within 90 days of completion of any construction herein permitted, County 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 County (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 Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises or, at Authority's sole option, Authority may require County to remove any improvements installed by County and restore the Premises to their original condition. Title to all personal property, furnishings, wireless access points and trade fixtures will be and remain with County and will be

removed from the Premises upon termination or expiration of this Agreement. County will pay any costs associated with the restoration of the Premises to their original condition upon such removal.

ARTICLE 10
DEFAULT AND TERMINATION

10.01 Events of Default

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

- A. The failure or omission by County to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between Authority and County, and County's failure to discontinue that business or those acts within 30 days of receipt by County 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 County's assets.
- D. The divestiture of County's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of County; or if County 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 County of a voluntary petition of bankruptcy or the institution of proceedings against County for the adjudication of County as bankrupt pursuant thereto.
- F. County'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 County's failure to cure, or if the default of County is of a type which cannot be reasonably cured within 30 days and County has not commenced to diligently cure said default within said 30 day period, 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 County's rights under this Agreement and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and County will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of County's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing County's default by performing or paying the obligation that County breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing County'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 Agreement to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of County in the Premises will end.

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

10.03 Continuing Responsibilities of County

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

10.04 County's Remedies

Upon thirty (30) days' written notice to Authority, County may terminate this Agreement and all of its obligations hereunder, if County is not in default of any term, provision, or covenant of this Agreement or in the payment of any Rents or charges to Authority, and only upon or after the inability of County to use Airport for a period of longer than ninety (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 County from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of County.

ARTICLE 11

NO ENCUMBRANCES / DISCLAIMER OF LIENS

County 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 County to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and County, 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 County to the Premises. County 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 County or for any materials, improvements or work for which County is responsible for payment. County 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 County, County will cause any such lien to be discharged of record within thirty (30) days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title County or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while County contests to conclusion the claim giving rise to such lien.

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

ARTICLE 12

UTILITIES

12.01 Utility Infrastructure

During the Initial Term of this Agreement and any renewal options, County will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunication and data services at the Premises to the extent such utilities are available. It is the County's responsibility to verify the availability and capacity of such utilities.

12.02 Upgraded Utility Infrastructure

If County requires infrastructure beyond what currently exists or is available to be extended to the Premises' boundary, County agrees to pay the full costs and expenses 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

County 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, and the cost of necessary meters for measuring such utility services. County will save Authority harmless from any and all costs or charges for utility services furnished to or required by County as may be necessary or required in the operation and maintenance of the Premises.

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 County's operations.

ARTICLE 13
INGRESS AND EGRESS

13.01 Use of Public Way

County will have the right of ingress to and egress from the Airport, the Premises, and the common use areas for County's officers, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws, and Authority's right to establish Policies, Rules and Regulations, Standard Procedures, and Operating Directives governing (A) the general public, including County's customers, and (B) access to non-public areas at the Airport by County'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 County. County hereby releases and discharges Authority from any and all claims, demands, or causes of action that County may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 14
INDEMNIFICATION

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule, Advisory Circular or ordinance;

6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant by County or County's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by County whether the liability, suit, claim, procedure, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies and shall be construed to include any and all claims caused in part by negligence, acts or omissions of the Authority, it's members, officers, agents, employees and volunteers.
- B. In addition to the duty to indemnify and hold harmless, County will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines or attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 3. Any breach of the terms of this Agreement;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any law, regulation, rule, Advisory Circular, or ordinance;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant by County or County's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly

employed or utilized by County regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to County by a party entitled to a defense hereunder. This defense obligation expressly applies and shall be construed to include any and all claims caused in part by negligence, acts or omissions of the Authority, its members, officers, agents, employees and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. §725.06(2)-(3) or Fla. Stat. §725.08, then with respect to the part so limited, County agrees to the following: To the maximum extent permitted by Florida law, County will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of County and persons employed or utilized by County in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by Florida Department of Transportation (FDOT) Public Transportation Grant Agreement and to the fullest extent permitted by law, the County shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the County and persons employed or utilized by the County in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. County's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents,

employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

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

ARTICLE 15

INSURANCE

15.01 Insurance

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

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering ongoing operations performed by, or on behalf of, the County under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the County in connection with this Agreement, will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

Notwithstanding any provision in this Agreement to the contrary, the insurance requirements specified in this Article 15 may be satisfied by certification of a valid program of self-insurance authorized pursuant to Section 768.28(16), Florida Statutes (which provisions are not expanded, altered or waived).

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

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

B. Commercial General Liability Insurance/Airport Liability

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

General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Environmental Impairment (Pollution)

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

the Agreement. Limits of Coverage will be:

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

E. Aircraft Liability Insurance

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

Bodily Injury, Personal Injury and Property Damage Liability Combined single limit	\$2,000,000
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If County does not own or lease aircraft non-owned aircraft liability insurance is still required.

F. Property Insurance

Property insurance will be maintained by Authority at all times. Said policy will insure the existing improvements located on real property leased, rented or otherwise demised by Authority to County under this Agreement. The premium cost for such insurance will be paid by County. Authority will invoice County for the premium cost, which is due and payable within 30 days of County's receipt. In the event of a loss, County will be responsible for the then current deductible. The current deductible is the greater of \$250,000.00 or 5% of the value. The deductible may change in future years based on the Authority's carrier. County will be responsible for providing insurance for any claims on its own property, including all future improvements or betterments, loss of use, loss of profits, or loss of business.

15.02 Waiver of Subrogation

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

15.03 Conditions of Acceptance

The insurance maintained by County must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and is posted on the Authority website at www.TampaAirport.com>> Business and Community > Business Opportunities > Suppliers Resources > Insurance for Suppliers.

ARTICLE 16
INTENTIONALLY OMITTED

ARTICLE 17
PROPERTY DAMAGE

17.01 Partial Damage

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

17.02 Extensive Damage

In the event damages as referenced in Section 17.01 of this Article are so extensive as to render a significant portion of the Premises untenable, but capable of being repaired within one hundred eighty (180) days from the date of casualty, County will give Authority immediate notice thereof and commence repairs immediately and will diligently and continuously prosecute the same to full completion at County's own cost and expense.

17.03 Complete Destruction

In the event damages as referenced in Section 17.01 of this Article are so extensive as to render the entire Premises untenable, and the Premises cannot be repaired within one hundred eighty (180) days from the date of casualty, County will give Authority immediate notice thereof. Within thirty (30) days of notice, Authority will advise County in writing of its decision as to whether County must repair, replace, or reconstruct the Premises or must distribute the insurance proceeds in accordance with Subsection 17.07(B) of this Article. If Authority's decision is that County must repair, replace, or reconstruct the Premises, County will commence the full restoration of the Premises and diligently and continuously prosecute the same to full completion at County's own cost and expense. In the event County does not repair, replace, and reconstruct the Premises, Authority will not be required to grant alternative premises.

17.04 Abatement of Rent

In the event of such extensive damage or complete destruction as referenced in Sections 17.02 and 17.03 of this Article, the portion of the Rents attributable to untenable Premises will abate from the date of casualty provided County gives Authority immediate notice and commences repairs immediately and diligently and continuously prosecutes the same to full completion at County's own cost and expense, but in no event will the abatement last for longer than eighteen

(18) months. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of County, including negligence, County's Rents and fees will not abate and County will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of County's act or omission.

17.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of County's furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by County. Authority will not be responsible to County 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 the cause of damage or destruction.

17.06 Waiver of Subrogation

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

17.07 Insurance Proceeds

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

Rebuilding of the Premises

Upon receipt by Authority of the proceeds of any applicable insurance policy or policies related to a casualty loss, the proceeds will be held by Authority so as to be available to pay for the cost of repair, replacement or rebuilding.

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

If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of the Premises, County will pay any additional sums required into an escrow account.

ARTICLE 18

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

County, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority,

all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. County, its officers, employees, agents, subcontractors, and those under its control will comply with safety, operational, or security measures required of County or Authority by the FAA or Transportation Security Administration (TSA). If County, 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, County 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 County within ten days of written notice.

ARTICLE 19
FAA APPROVAL

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

ARTICLE 20
ENVIRONMENTAL

20.01 General Conditions

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

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

- B. In addition to any and all other requirements of County to indemnify and hold Authority harmless contained in this Agreement, County agrees to hold harmless and indemnify Authority for any violation by County from the Effective Date of this Agreement forward, of any applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by County with any permits issued to County 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 County, its employees, invitees, suppliers, or service providers or against Authority by reason of County's violation or non-compliance.

- C. County 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. County agrees that all remedies of Authority as provided herein with regard to violation of any federal, State, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- E. County 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 County or County's agent. Any violation or notice of violation or non-compliance with federal, State, or local environmental law or ordinance which County is required to rectify and for which County fails to commence to rectify and proceed with reasonable due diligence to rectify within the cure period established in the Default and Termination Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of County as stated herein.

20.02 Environmental Considerations

- A. County, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, County will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, State, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. County's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by County with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority,

subject to notice and cure. Such termination will not relieve County of or from liability for such discharge or spill.

- B. If County is deemed to be a generator of hazardous waste, as defined by Federal, State, or local law, County 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. County 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 County's use of the Premises.
- D. At the end of the Agreement, County 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 thirty (30) days prior to the end of the Agreement.

20.03 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance" will mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law ("Environmental Law" shall mean and include all applicable Federal, State, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et

seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing); (ii) is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the land or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to, sewage, sludge, industrial slag, solvents and/or any other similar substances or materials. Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

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

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

demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or

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

20.04 Prior Environmental Impacts

Nothing in this Article will be construed to make County liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to County's entry upon or occupancy of the Premises per the previous agreement dated August 5, 2004 or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

20.05 Off-Site Environmental Impacts

Nothing in this Article will be construed to make County 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 County's activities at the Premises.

20.06 Petroleum Storage Systems

- A. At County's expense, County 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. County 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 County, and County will display the registration placard as required by law.
- B. County 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

County employee. County will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, County 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. County 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. County will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. County is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

20.07 Stormwater

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

- A. If required, County shall submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and County 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. County 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 County by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). County will establish a BMP plan for the Premises and submit a copy to Authority.
- B. County will be knowledgeable of any stormwater discharge permit requirements applicable to County and with which County will be obligated to comply. The submittal of a Notice of Intent will be made by County to the FDEP; a copy will be submitted to Authority. County 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, County will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. County 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 County agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

20.08 Environmental Inspection at End of Agreement Term

- A. At least one hundred twenty (120) days before the expiration or early termination of the Initial Term, as provided herein, County 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 County 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 County. If a site assessment is conducted, County 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, County will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that County 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, County's obligations, including the payment of Rents, charges, and fees, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which County 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

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

ARTICLE 22
NON-DISCRIMINATION

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

- A. Terminate this Agreement; or
- B. Take any other action determined to be appropriate by Authority or the FAA.

22.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

(1) This provision obligates County for the period during which the property is owned, used or possessed by County and the Airport remains obligated to the FAA. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(2) This provision also obligates County 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 County or any transferee for the longer of the following periods:

- (a) The period during which the property is used by Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

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

22.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) Compliance with Regulations: County will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (2) Non-Discrimination: County, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. County will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 22.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by County 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 County of County's obligations under this Agreement and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: County 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, County 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 County's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
- (6) Incorporation of Provisions: County 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. County 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 County becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, County may request Authority to enter into any litigation to protect the interests of Authority. In addition, County may request the United States to enter into the litigation to protect the interests of the United States.

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

During the performance of this Agreement, County, 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, County must take reasonable steps to ensure that LEP persons have meaningful access to County's programs (70 Fed. Reg. at 74087 to 74100); and

- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits County from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

County 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 County for the longer of the following periods:

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

ARTICLE 23
NON-EXCLUSIVE RIGHTS

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

ARTICLE 24
RIGHT TO DEVELOP AIRPORT

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

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 County's compliance with the terms of this Agreement. Authority may at any time during the Initial Term and any renewal options, upon reasonable notice and at reasonable times, enter upon the Premises, and at any time during the last year of the Initial

Term or renewal option or in the event of default, show the Premises to prospective tenants, as long as such examination or showing does not unreasonably interfere with County's operations.

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.

County 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. County 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.

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

ARTICLE 27
PROPERTY RIGHTS RESERVED

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

ARTICLE 28
SIGNS

28.01 Written Approval

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

28.02 Removal

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

ARTICLE 29

ASSIGNMENT AND SUBLEASING

29.01 Subleases and Assignments

County will not have the right to sell, assign, sublet, license or otherwise transfer any or all of the Premises without the prior written consent of Authority, which will not be unreasonably withheld. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of County; or (B) proposes a use different than those uses authorized in this Agreement. If transfer, sublease, assignment or delegation is approved, County will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Agreement.

Any assignment, mortgage, license, delegation, sublease or the like will be subject to all of the terms and conditions contained in this Agreement.

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

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

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

29.03 Subsequent Assignment/Sublease

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

29.04 County's Liability

Unless specifically released by Authority, in the event of an assignment or sublease, County will remain obligated and liable to Authority for the performance of all covenants, terms, conditions, warranties and other provisions of this Agreement to the same extent that it would have been obligated and liable if no assignment, delegation, sublease, transfer, conveyance, mortgage or pledge had been made.

29.05 Authority: Right to Assign

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

ARTICLE 30

MORTGAGE RIGHTS OF COUNTY

County may not mortgage, pledge or hypothecate its leasehold interest herein without the prior written consent of Authority.

ARTICLE 31

COUNTY TENANCY

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

ARTICLE 32

CONDEMNATION

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

If a portion of the Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially feasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or

title vesting as to the portion so condemned only, with the Rents reduced by the proportionate reduction in square footage, and County will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of this Agreement or for the value of leasehold improvements taken. However, nothing in this provision will limit or destroy any right of County 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

Subject to the Title to Improvements Article, County will surrender up and deliver the Premises to Authority upon the conclusion of the Initial Term and any renewal options in the same condition as existed at the Commencement Date, ordinary wear and tear excepted. Provided County is not in default of this Agreement, County will immediately remove all of its personal property from the Premises and common areas at the conclusion of the Initial Term and any renewal options. Failure on the part of County to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by County. If County is in default of any Rents due under this Agreement, Authority will have a lien for such Rents upon any property found upon the Premises or common areas in accordance with Florida Statutes and, in such event, County will not remove any property from the Premises or common areas without the written approval of Authority.

ARTICLE 34
NO ACCEPTANCE OF SURRENDER

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

ARTICLE 35
BROKERAGE COMMISSION

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

ARTICLE 36
PERSONAL PROPERTY

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

ARTICLE 37
APPLICABLE LAW AND VENUE

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

ARTICLE 38
WAIVER OF CLAIMS

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

ARTICLE 39
PERSONAL LIABILITY

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

ARTICLE 40
FORCE MAJEURE

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

ARTICLE 41
AUTHORITY APPROVALS

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

ARTICLE 42
INVALIDITY OF CLAUSES

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

ARTICLE 43
HEADINGS

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

ARTICLE 44
NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P. O. BOX 22287
TAMPA, FLORIDA 33622
ATTN: CHIEF EXECUTIVE OFFICER
OR
(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
5411 SKYCENTER DRIVE, SUITE 500
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

TO COUNTY:
(MAIL DELIVERY)
FACILITIES MANAGEMENT & REAL
ESTATE SERVICES
P.O. BOX 1110
TAMPA, FLORIDA 33601
ATTN: DIRECTOR

WITH A COPY TO:
(MAIL OR HAND DELIVERY)
FACILITIES MANAGEMENT & REAL
ESTATE SERVICES
601 E. KENNEDY BLVD., 23RD FLOOR
TAMPA, FLORIDA 33602
ATTENTION: DIRECTOR

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

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged. County will notify Authority in writing within 10 days following any change in County's Representative, County's name, or County's address indicated above.

ARTICLE 45
SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 46
FEDERAL RIGHT TO RECLAIM

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

ARTICLE 47
RADON GAS NOTIFICATION AND OTHER PROPERTY CONDITION NOTIFICATIONS

47.01 Radon Gas: In accordance with requirements of the State, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only. Radon is a naturally occurring radioactive 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 health department.

47.02 Other Property Conditions: Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical Airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including, but not limited to, property use restrictions, activity and use limitations, institutional controls, or engineering controls. The Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to the Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports.

As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority

property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on Authority website at www.TampaAirport.com > Business and Community > Airport Operations.

ARTICLE 48

AGENT FOR SERVICE OF PROCESS

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

ARTICLE 49

RELATIONSHIP OF THE PARTIES

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

ARTICLE 50

MISCELLANEOUS

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

ARTICLE 51

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 52
COMPLETE AGREEMENT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2025.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Arthur F. Diehl III, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name and Address

Witness Signature

Print Name and Address

LEGAL FORM APPROVED:

By: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by Arthur F. Diehl III in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

ATTEST: Cindy Stuart
Clerk of the Circuit Court

By: *Cindy Stuart*
Deputy Clerk



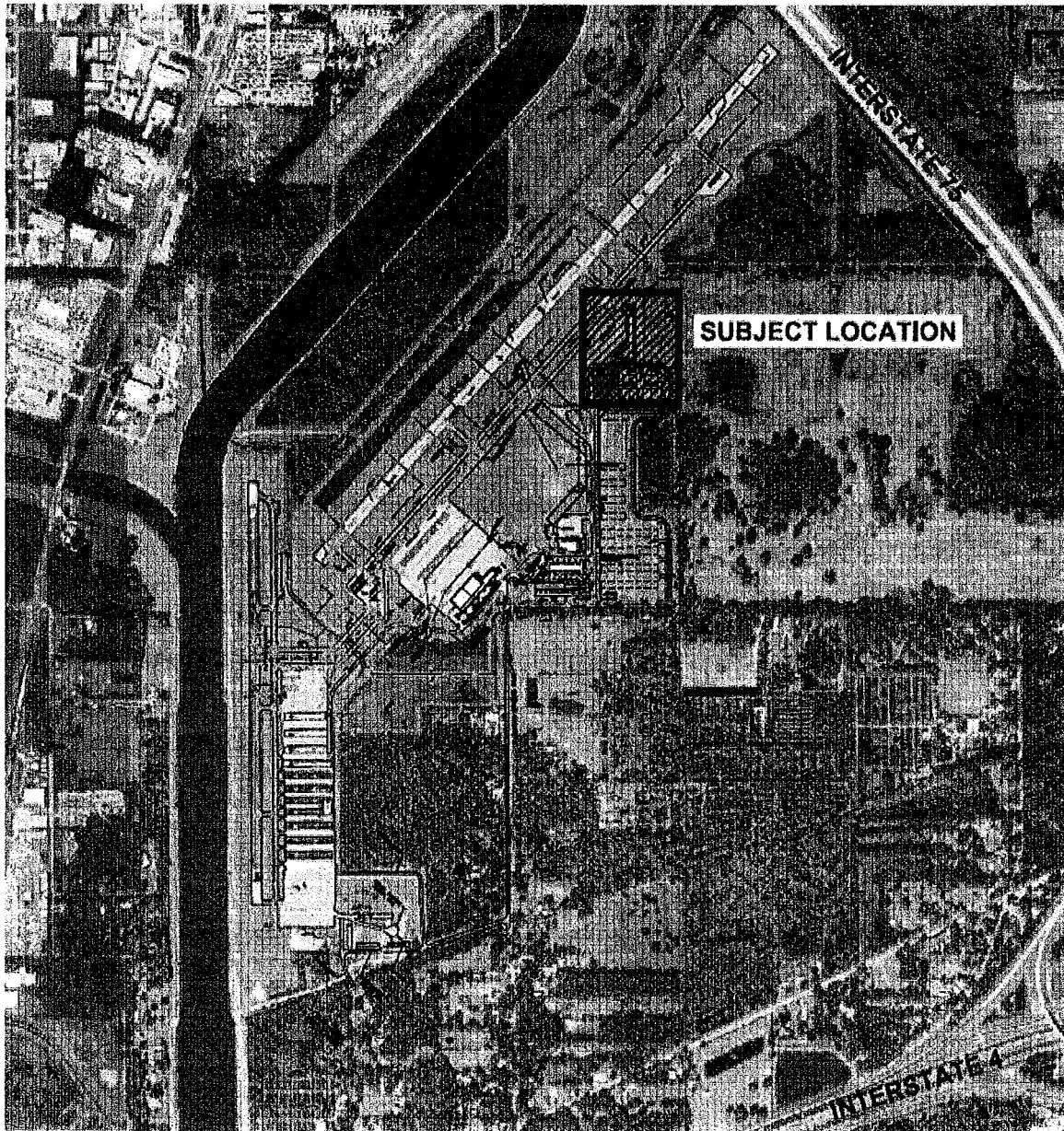
HILLBOUROUGH COUNTY, FL
Board of County Commissioners

By: *Ken Hagan*
Chair


Approved as to Legal Sufficiency

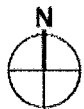
By: *Todd Sobel*
Assistant County Attorney

BOCC Doc. 24-1282



LEGEND

 SUBJECT LOCATION AS MORE PARTICULARLY
DEPICTED ON SHEET 2 OF 2



1000' 500' 0 1000'



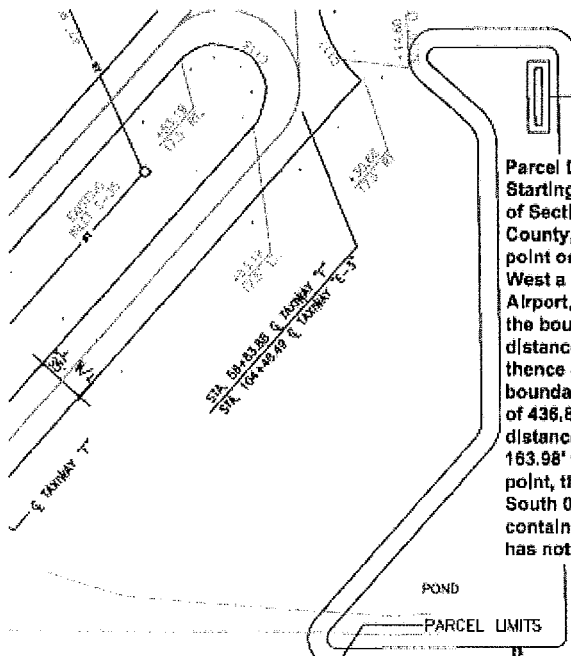
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EXHIBIT A
LAND LEASE FOR DEVELOPMENT OF
NON-COMMERCIAL CORPORATE HANGAR
HILLSBOROUGH COUNTY



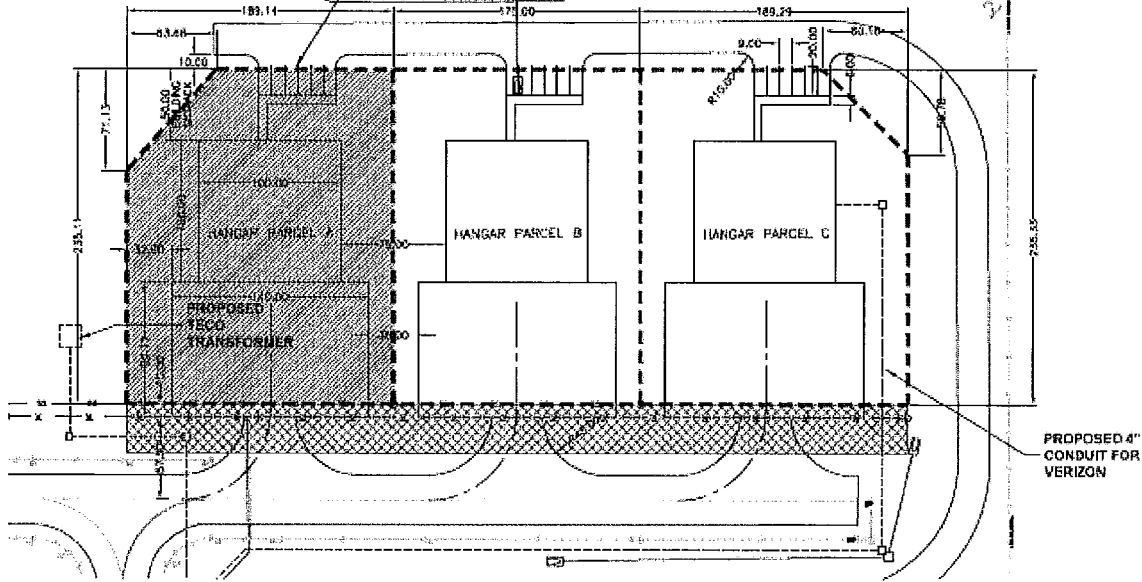
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

08-22-2024
SHEET 1 OF 2



HILLSBOROUGH COUNTY LEASE BOUNDARY..... 0.97 Ac
 TOTAL LEASE AREA..... 0.97Ac

Parcel Description:
 Starting at the Southeast Corner of the Southwest ¼ of the Northeast ¼ of Section 30, Township 28 South, Range 20 East located in Hillsborough County, Florida proceed North 89°15'41" West a distance of 43.82' to a point on the boundary of Vandenberg Airport, thence South 42°31'06" West a distance of 305.42' to a point on the boundary of Vandenberg Airport, thence South 00°00'37" West a distance of 499.23' to a point on the boundary of Vandenberg Airport, thence South 89°19'18" East a distance of 250.10' to a point on the boundary of Vandenberg Airport, thence South 00°01'58" West a distance of 304.08' to a point on the boundary of Vandenberg Airport, thence North 89°04'34" West a distance of 436.83' to a Point of Beginning. Proceed North 89°04'34" West a distance of 189.70' to a point, thence North 00°55'26" East a distance of 163.98' to a point, thence North 42°44'21" East a distance of 95.47' to a point, thence South 89°04'34" East a distance of 125.46' to a point, thence South 00°55'26" West a distance of 235.14' to the Point of Beginning containing an area of 0.97 Acres MOL. This is not a legal description and has not been verified by survey.



- LEGEND**
- SUBJECT PREMISES
 - UTILITY CORRIDOR
 - HANGAR PARCELS LIMITS

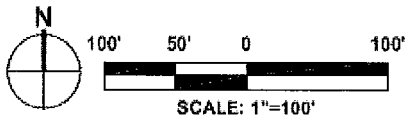


EXHIBIT A
 LAND LEASE FOR DEVELOPMENT OF
 NON-COMMERCIAL CORPORATE HANGAR
 HILLSBOROUGH COUNTY



08-22-2024
 SHEET 2 OF 2