



HILLSBOROUGH COUNTY AVIATION AUTHORITY

LEASE AND LICENSE AGREEMENT FOR FIXED BASED OPERATOR (FBO) FOR TAMPA EXECUTIVE AIRPORT (VDF)

Parties And Addresses:

AUTHORITY: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
Telephone: 813-870-8700
Fax: 813-875-6670

COMPANY: Skyport Holdings Tampa, LLC
6530 Tampa Executive Airport Road
Tampa, FL 33610
Telephone: 813-626-1515
Fax: 813-630-2455

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
LEASE AND LICENSE AGREEMENT FOR FIXED BASED OPERATOR (FBO) FOR TAMPA
EXECUTIVE AIRPORT (VDF)

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
LEASE AND LICENSE AGREEMENT FOR FIXED BASED OPERATOR (FBO) FOR TAMPA
EXECUTIVE AIRPORT (VDF)

This Lease and License Agreement for Fixed Based Operator (FBO) for Tampa Executive Airport (VDF) (Agreement) is made and entered into this ___ day of _____ 2024 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Skyport Holdings Tampa, LLC, a Florida limited liability company, authorized to do business in the State of Florida (Company), (collectively hereinafter referred to as the Parties). For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

WITNESSETH

WHEREAS, Authority controls, operates and maintains an airport in Hillsborough County, Florida, known as Tampa Executive Airport (VDF); and

WHEREAS, the availability and conduct of quality full-service Fixed-Based Operator (FBO) services are necessary to the operations of VDF and for public General Aviation purposes and promotion of air commerce, and Authority desires to enter into this Agreement with a qualified, experienced FBO to provide necessary General Aviation services and related fixed base operations at VDF; and

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

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

1. DEFINITIONS

The following terms will have the meanings as set forth below:

1.1 Definitions

A. **Aeronautical Activity**

Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft; any activity that contributes to, or is required for the safety

of, such operations; or any activity that has a direct relationship to the operation of Aircraft.

B. Agreement Year

The period commencing on the Commencement Date and continuing for each twelve-month period thereafter for the Term of the Agreement.

C. Aircraft

Any contrivance designed, invented, or used for powered or nonpowered flight in the air, does not include an ultralight vehicle.

D. Authority Representative

Authority Vice President of General Aviation or such other person that Authority designates by written notice delivered to Company.

E. Board

The Hillsborough County Aviation Authority Board of Directors.

F. CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

G. Commencement Date

Date Company will begin providing Services.

H. Commercial Aeronautical Operator (CAO)

A person or company that, for compensation or hire, engages in, runs, involves, makes possible, or is required for an Aeronautical Activity. Types of CAOs include, but are not limited to, FBOs or SASOs for which compensation is received.

I. Common Areas

Interior public areas that are used in common with others and that are not able to be exclusively leased, including lobbies and pilot lounges.

J. Common Use Areas

The vehicle public/employee parking areas and equipment parking areas assigned by Authority, subject to Authority Rules and Regulations and procedures as to use. Includes runways, ramps, taxiways, and other Aircraft movement areas.

K. Community Events

The public events held at VDF for the purpose of maintaining positive community relations. All

Community Events are subject to Authority approval.

L. Company's Improvements

A building, hangar, or other structure with a minimum square footage of 11,000 square feet, erected by Company after receiving written approval from Authority, and all of the improvements required to support the building, hangar, or other structure including, but not limited to, drives, parking areas, sidewalks, landscaping, utility connections, truck docks, aircraft apron, and taxilanes.

M. Company's Premises

The portion of the Premises that Company is exclusively leasing pursuant to the terms of this Agreement. Includes Company's Improvements, if any. Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority real property consisting of:

1. 737 square feet of office space in the Terminal Building (Building 3900), more specifically Suites 233, 243 and 253; and
2. 185 square feet of storage space in the Terminal Building (Building 3900), more specifically Suites 136 and 137; and
3. 977 square feet of Line Service Area in the Terminal Building (Building 3900).

The locations of the above are more specifically depicted on Exhibit D, Company's Premises – Tampa Executive Airport, attached hereto and by this reference made a part hereof.

N. Core Services

Those Aeronautical Activities that must be provided to General Aviation airport patrons by the Company and which cannot be subleased to a person or other entity. Further detailed in Exhibit A, Minimum Standards for Commercial Aeronautical Operations for General Aviation Airports.

O. Federal Aviation Administration (FAA)

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

P. Fixed Base Operator (FBO)

A CAO granted the right by the Authority through an agreement to operate at VDF in order to provide Core Services along with Required Other Services as described in Exhibit A, Minimum Standards for Commercial Aeronautical Operations for General Aviation Airports.

Q. Fuel Flowage Fee

The assessment on aviation fuel including, but not limited to, aviation gasoline (avgas) and jet fuel delivered to Company. The Fuel Flowage Fee is consistent with Authority policy for charging each user of the Airports, including Company, and is assessed to recover the costs of maintaining and

operating VDF.

R. General Aviation

The operation of civilian Aircraft for purposes other than commercial passenger transport, including personal, business, and instructional flying.

S. General Manager

Company representative responsible for coordinating and overseeing this Agreement to include, but not be limited to, monitoring, interpreting and overseeing the services with regard to the quality performed, the manner of performance, and Authority and customer satisfaction with performance levels.

T. Gross Hangar and Tie-Down Rental Receipts

The aggregate dollar amount (less sales tax) of all hangar and tie-down rental sales of every kind and nature, whether the proceeds of such sales are in the form of cash, credit, exchange of goods, wares, merchandise, services and storage, valued at the fair market value rental rate. Business expenses such as credit card processing fees, administration costs, or other similar expenditures are not to be netted from the aggregate dollar amount used to calculate the Authority monthly revenue percentage.

U. Hangar and Tie-Down Space Rent

The collective rents as described more fully in Section 6.1(E).

V. Management Team

Company's proposed General Manager(s), line service manager(s), and maintenance manager(s) at VDF. The Management Team must be able to pass a comprehensive background check and have the ability to acquire and maintain security badging at a Part 139 airport.

W. Minimum Standards

The Minimum Standards for Commercial Aeronautical Activities for General Aviation Airports, adopted November 6, 2003 and revised September 7, 2017 and May 4, 2023, as may be amended from time to time, attached hereto as Exhibit A and by this reference made a part hereof. Upon amendment of Minimum Standards, a revised Exhibit A will be made part of this Agreement without the need for formal amendment to this Agreement.

X. Permitted Services

Services that may be provided by the Company, including, but not limited to, sale of new and

used Aircraft, air ambulance, and charter transportation.

Y. Premises

Real property as described in Article 2.1, Premises and as depicted on Exhibit C, Premises – Tampa Executive Airport and Exhibit D, Company’s Premises – Tampa Executive Airport. Includes fuel farms, Company’s Premises, hangars, tie-downs, Common Areas, and Common Use Areas.

Z. Private Events

Events not open to the public, including, but not limited to, weddings, conferences, and other events held at VDF. Events held as part of Company’s obligations as set forth in Article 5 will not be considered Private Events. All Private Events are subject to Authority approval.

AA. Private Events Rental Receipts

The aggregate dollar amount (less sales tax) of all Private Events revenue and sales of every kind and nature, whether the proceeds of such revenue or sales are in the form of cash, credit, exchange of goods, wares, merchandise, services and storage, valued at the fair market value. Business expenses such as credit card processing fees, administration costs, or other similar expenditures are not to be netted from the aggregate dollar amount used to calculate the Authority revenue percentage.

BB. Public Service Hours

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

1. Core Services: Seven days a week, twelve (12) hours a day, as agreed between Authority and Company. Exceptions may be made upon Authority approval. At all other times, one person must be available, on call, who will respond on-site, if necessary, to customer inquiries and Authority concerns.
2. Required Other Services: Five days a week, eight hours a day, or as approved by Authority.

CC. Rents

Fuel Flowage Fee, Fuel Farm Rental, Company’s Premises Rent – VDF, Automobile Rents, Hangar and Tie-Down Space Rent, Utilities Rent, Private Events Rent, and Utilities, as more fully described in Article 6, Fees, Reporting, and Accounting Records, below.

DD. Required Other Services

Those Required Other Services as detailed in Exhibit A, Minimum Standards for Commercial Aeronautical Activities for General Aviation Airports.

EE. Rules and Regulations

Authority Rules and Regulations for Peter O. Knight Airport, Plant City Airport, and Tampa

Executive Airport, dated May 4, 2023, as may be amended from time to time, which is attached hereto as Exhibit B, Rules & Regulations No. R330 and incorporated herein. Upon amendment of the Rules and Regulations, a revised Exhibit B will be made part of this Agreement without the need for formal amendment to this Agreement.

FF. Special Use Permit

An authorization from the Authority for requested special activities that can be accommodated on a controlled, case-by-case basis.

GG. Specialized Aviation Service Operator (SASO)

A CAO offering one or more Aeronautical Activity other than Core Services.

HH. Terminal Building

Two-story building, including atrium/lobby, offices, and conference room, at VDF.

1.2 Exhibits

The following exhibits are attached hereto and are hereby incorporated and made a part of this Agreement. Based on the needs of the Authority, the Exhibits may be modified from time to time by letter to Company without formal amendment to this Agreement.

Exhibit A – Minimum Standards for Commercial Aeronautical Activities for General Aviation Airports

Exhibit B – Rules & Regulations No. R330

Exhibit C – Premises – Tampa Executive Airport

Exhibit D – Company’s Premises – Tampa Executive Airport

Exhibit E – Tampa Executive Airport – VOLO Aviation Environmental Baseline Report

Exhibit F – Sample VDF Monthly Activity Report

Exhibit G – Maintenance Obligations

Exhibit H – Fuel Farm Maintenance Obligations

Exhibit I – Scrutinized Company Certification

2. PREMISES

2.1 Premises

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

conducting an aircraft full service fixed base operation which provides goods and services to the general aviation public in the promotion of air commerce.

1. Terminal Building (Building 3900), excluding Suites 135, 138, 144, 211, and 258
2. Hangars are as follows:
 - a) Building 1800, Enclosed/Open Pushback Hangar
 - b) Building 1900, Enclosed/Open Pushback Hangar
 - c) Building 2000, Enclosed Hangar
 - d) Building 2100, Taxi-Thru Hangar
 - e) Building 2300, Taxi-Thru Hangar
 - f) Building 2400, Taxi-Thru Hangar
 - g) Building 2500, Taxi-Thru Hangar
 - h) Building 2700, Enclosed Hangar
 - i) Building 2900, Shade Hangar
 - j) Building 3000, Shade Hangar
 - k) Building 3700, FBO Maintenance Hangar
 - l) Building 3800, Bulk Hangar
 - m) Building 4600, Enclosed Hangar
 - n) Building 4700, Enclosed Hangar
 - o) Building 4800, Bulk Hangar
 - p) Building 5300, Enclosed Hangar
3. Tie-down areas – Area 1500, 3100, and 4000
4. Fuel Farm – Area 4200
5. Public Restroom Suite 1700
6. The location of the above Terminal Building, hangars, tie-down areas, Fuel Farm and Public Restroom are more specifically depicted on Exhibit C, Premises – Tampa Executive Airport.

2.2 Furnishings, Furniture, and Fixtures

Authority will make available at no cost to Company the furnishings, furniture, and fixtures for the atrium/lobby area and Conference Room (Suite 258) at VDF. Company will maintain such furnishings, furniture, and fixtures provided by the Authority throughout the Term of this Agreement, at no cost to Authority.

Company will, without cost to Authority, furnish all other furniture, fixtures, draperies, and equipment necessary to conduct its FBO operations in a first-class manner (Company Supplied

Furnishings). All Company Supplied Furnishings will be high quality, safe, fire resistant, and attractive in appearance. Written approval by the Authority's Representative or designee is required prior to installation of Company Supplied Furnishings, which approval will not be unreasonably withheld. Company will have the right to grant security interests, liens or encumbrances against Company Supplied Furnishings for the sole purpose of purchasing Company Supplied Furnishings.

3. PRIVILEGES, USES, EXCLUSIONS AND SERVICES

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

3.1 Privileges and Uses

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

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

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

3.2 General Aviation Commercial Aeronautical Operations to be Provided by Company

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

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

- A. Core Services
 - 1. Tie-down and hangar storage for General Aviation Aircraft;
 - 2. Sale and “into plane” dispensing of aviation gasoline (avgas), jet fuel, oils, and lubricants of kinds customarily sold of sufficient ratings, grades, quality and quantity to adequately meet the demand thereof to General Aviation Aircraft users;
 - 3. Adequate ramp service for General Aviation Aircraft users, as defined in the Minimum Standards; and
 - 4. Operation of a fuel farm facility for the storage, handling and delivery of avgas and jet fuel.
- B. Required Other Services
 - 1. Maintenance, repair, and servicing of General Aviation Aircraft and Aircraft engines and parts by a qualified mechanic;
 - 2. Maintenance of adequate inventory of the necessary Aircraft parts and accessories to maintain, repair and service General Aviation Aircraft;
 - 3. Flight training with a certified flight instructor and at least two airworthy owned or leased Aircraft, including at least one Aircraft suitable for instrument flight instruction;
 - 4. Aircraft rental with at least two airworthy owned or leased Aircraft, including at least one Aircraft suitable for instrument flight operation;
 - 5. Emergency service to disabled General Aviation Aircraft, including towing and

transporting disabled Aircraft at the request of the owner or operator of the Aircraft or Authority;

6. Flight planning and flight services facilities equipped with direct telephone communication to an FAA flight service station, local navigation charts, flight planning materials, and weather information available during Public Service Hours; and
7. Courtesy transportation providing passenger transportation service between VDF and reasonable nearby destinations.

C. Permitted Services

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

1. Sale of new or used Aircraft.
2. Operation of non-scheduled, air taxi, air ambulance and charter transportation of passengers, cargo, and mail.
3. Non-scheduled air charters for transporting passengers, cargo, and mail, including air ambulance, conducted in accordance with and certificated under Federal Aviation Regulations (FAR) Part 135 and amendments thereto and all other applicable rules and regulations.

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

4. Operation of specialized commercial flying service such as aerial survey, photography, sightseeing, and mapping services.
5. Operation of specialized Aircraft repair service such as paint shop, radio, propellers, instruments, and accessories.
6. Sale of convenience foods, amenities, and non-alcoholic beverages incidental to FBO activities.
7. Sale of merchandise incidental to FBO activities.

D. Minimum Management and Staffing Standards

1. The activities of Company will be supervised by a full time General Manager who will be responsible for Company adhering to the Minimum Standards and the terms of this Agreement. The General Manager will provide adequate on-site management at VDF.
2. Company will provide, at a minimum, sufficient staff to fill the Minimum Management and Staffing Standards as referenced in Exhibit A, Minimum Standards for Commercial Aeronautical Activities for General Aviation Airports.

3. All Company staff will be trained and qualified to perform the duties for which they are employed.
4. All Company staff will wear uniforms and protective clothing and equipment, as appropriate.

F. **Operational Documentation**

Company will obtain and maintain all appropriate licenses, waivers and permits from required Federal, State and local jurisdictional agencies in regard to the legal and safe operation of its business activities at VDF prior to commencement of any operations at VDF. Such documentation will be provided to Authority upon request.

3.3 Extension of Credit:

- A. The decision by Company to extend credit to its customers rests solely with Company. All credit sales are reportable by Company and any related fees are payable to the Authority in the month the credit sale occurs. Bad debts as a result of Company's decision to extend credit will be borne solely by Company and will not be a subtraction from the Company's reports or a reduction of Rents or fees payable to Authority.
- B. Nonpayment of Hangar Space Rent will not be considered an extension of credit under this Article, provided that Company uses commercially reasonable efforts to evict the tenant and collect the rental payments.

3.4 Closure Losses:

From time to time the Authority may need to close all or portions of the VDF airfield pavements including runways, taxiways, taxi-lanes and ramp areas for maintenance or emergencies. The Authority will use reasonable efforts to minimize the impacts of a scheduled closure. Unless the entirety of VDF is closed to traffic and such closure extends beyond 30 consecutive days, Company will not be due any abatement of Rents for such time period. If the scheduled closure of VDF is to extend longer than 30 consecutive days, Company will be due an abatement of Company's Premises Rents and Fuel Farm Rental for VDF.

3.5 Subleases and Assignments:

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

4. TERM

4.1 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by Authority. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

4.2 Term

This Agreement shall be effective and binding upon the Parties as of the Effective Date. The Term of this Agreement begins on June 1, 2024 and continues through May 31, 2029, unless sooner terminated as herein provided.

4.3 Commencement of Fees and Charges

All fees and charges hereunder will commence on June 1, 2024 and will continue for the Term of this Agreement.

4.4 Commencement of Operations

Company will begin operation of VDF on June 1, 2024 and will continue through May 31, 2029.

4.5 Renewal Options

If Company is not in default of any terms of this Agreement or in the payment of any Rents, fees, or other charges to Authority, and Company has completed or caused to be completed Company's Improvements prior to June 1, 2027, this Agreement may be renewed at the terms and conditions stated hereunder for one (1), fifteen (15) year period and then a subsequent ten (10) year period (Renewal Options). In order to exercise the first, fifteen-year Renewal Option, Company will provide a written request to the Authority of Company's desire to exercise the initial fifteen (15) year Renewal Option at least 180 days prior to Agreement's initial expiration date. In order to exercise the subsequent ten (10) year Renewal Option, Company will provide a written request to Authority of Company's desire to exercise the ten-year Renewal Option at least 180 days prior to the previous fifteen (15) year Renewal Option expiration date. The Renewal Options will be subject to written approval by Authority Representative, whose approval will not be unreasonably withheld. Such Renewal Options will be effective by letter without formal amendment to this Agreement. If all Renewal Options are requested by Company and approved by Authority Representative, this Agreement will have a final termination date of May 31, 2054.

4.6 Holdover

If Company continues to occupy the Premises after the expiration of the initial Term of this Agreement and any approved Renewal Options, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy from month to month on the same terms and conditions as contained in this Agreement; provided, however, that the Rents payable for each one (1) month holding over period will equal two hundred percent (200%) of the total monthly

Rents then in effect. Said holding over period and such Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

4.7 Rights and Obligations upon Expiration or Termination

Company shall, upon termination of this Agreement, with or without cause, surrender the Premises to Authority peaceably, quietly and in as good order and condition as the same now are or may be hereafter improved by Company or Authority, reasonable use and wear thereof and damage by casualty, which damage Company did not cause and is not required to repair or restore, excepted. Company shall remove all equipment and signage. Authority shall be entitled to exercise the non-judicial remedy of restricting Company's access to the Premises as a means of enforcing Authority right of possession including, without limitation, the de-activation of Company's security badges or credentials, and this right of de-activation shall not, and legally cannot, limit or otherwise affect Authority governmental police powers to de-activate security credentials for security or other governmental reasons.

Upon expiration or termination of this Agreement, all Company Supplied Furnishings listed in Section 2.2 above will become the property of the Authority. Authority may direct Company to remove and dispose of furniture, fixtures and equipment installed by Company and Company brand proprietary property, inventory and other personal property at Company's sole expense. Company will remove and dispose of such furniture, fixtures and equipment and leave the Premises in broom clean condition. Any damage to the Premises caused by Company's removal of such furniture, fixtures, equipment or property shall be immediately repaired by Company at Company's expense and to the satisfaction of Authority. Notwithstanding the foregoing, if Company fails to remove such furniture, fixtures, equipment or property within ten (10) days from the date of expiration or termination of this Agreement, then Company shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, equipment and/or property and sell, contract, salvage, or dispose of the same in any manner permitted by law. Company shall have no right, interest or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items shall be immediately reimbursed by Company. No act by Authority shall be deemed an acceptance of a surrender of the Premises. No acceptance of a surrender of the Premises shall be valid unless it is in writing and signed by Authority.

4.8 End of Term Transition

During the final year of this Agreement, Authority reserves the right to award and transition to a new contract upon termination of this Agreement that may include rights to the Premises or portions thereof. If Company is not selected for the new contract, Authority will notify Company in writing of the exact dates of the transition period. Company will cooperate fully with Authority and Company's successor to ensure an effective and efficient transition of the Premises and operations to the successor. Company acknowledges its responsibility to continuously perform the services in a first-class manner during the transition to the successor.

5. OBLIGATIONS OF COMPANY

5.1 Company covenants and agrees that:

- A. Company will abide by all Minimum Standards for Commercial Aeronautical Activities, as may be amended from time to time, attached hereto as Exhibit A;
- B. Company will abide by Rules and Regulations No. R330, as may be amended from time to time, attached hereto as Exhibit B;
- C. The use and occupancy of VDF by Company will be without cost or expense to Authority except as otherwise provided herein;
- D. Company will, at all times, furnish courteous, prompt and efficient commercial aviation operations and services adequate to meet the reasonable demands for such services at VDF and to furnish said services on a fair, equal and non-discriminatory basis to all users thereof, and to charge fair, reasonable, and non-discriminatory rentals and prices for each unit of sale or service;
- E. At its own expense, Company will provide for the general upkeep of the Premises and appurtenances thereto, as described herein, and will maintain the Premises in a presentable condition consistent with good business practice beginning on the Commencement Date, normal wear and tear excepted;
- F. At its own expense, Company will provide first-class janitorial services at the Common Areas and Premises of VDF as outlined in Exhibit G, Maintenance Obligations, to the satisfaction of the Authority. In the event of a deficiency in the janitorial services, Authority will give Company written notice of the deficiency, which deficiency Company will remedy within 48 hours of the date of such notice;
- G. Company will procure and keep in force during the Term of this Agreement all necessary occupational licenses and permits as are required by law for the operation of Company's business at VDF and for upkeep of the Premises;
- H. Company will prevent the accumulation of materials, parts, or other materials on Premises and/or at VDF;
- I. Company will conduct its business in a proper and first-class manner at all times. Company further agrees to operate in harmony with others at VDF and will at all times operate with safety and concern for others;
- J. Company will, in the operation of the services under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to Company's customers and to the public. Company will, within reason, control the conduct, demeanor, and appearance of its employees, invitees, and of those doing business with Company and, upon objection from Authority concerning the conduct, demeanor, or appearance of any such persons, immediately take all reasonable steps necessary to remove the cause of objection;
- K. Company will market and solicit tenants for hangar occupancy;

- L. Company will invoice and collect rental fees from tenants;
- M. Company will recover delinquent rental fees from tenants;
- N. Company will provide Aircraft pull out/in service during Public Service Hours upon customer's request;
- O. Company will be responsible for marketing VDF, including VDF's facilities and services;
- P. Company will promote and host at least one annual Community Event at VDF;
- Q. Company will host one tenant meeting per quarter at VDF or as determined to be necessary by Authority;
- R. Company will host one tenant appreciation event per year at VDF;
- S. The piling of boxes, cartons, barrels or similar items in an unsightly manner on or about VDF and/or the Premises will not be permitted. Company will ensure all waste, garbage, and rubbish is removed from Premises and Common Areas. Further, Company agrees not to deposit any waste on any part of VDF, except in connection with collection or removal. Any such waste will be placed in a location and container approved by Authority and consistent with governing jurisdictional agencies' code criteria;
- T. Company will neither cause or create nor permit to be caused or created at VDF any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Agreement;
- U. Company will use the paved areas according to the specifications and planned use for such areas and will prohibit its employees, agents or sublessees from exceeding the planned use or from placing excessive loads on paved areas at VDF. Company will be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading;
- V. Company will not keep or store flammable liquids or allow any such liquids to be stored within any covered and enclosed portion of the Premises in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept, properly labeled, and stored in safety containers of a type approved by the Underwriters Laboratories;
- W. Company will provide frequency protection within the aviation air/ground Very High Frequency (VHF) frequency band and the Ultra High Frequency (UHF) frequency band in accordance with restrictions promulgated by the FAA for the vicinity of the FAA Remote Communications Outlet or aids to air navigation;
- X. Company accepts the Premises in its present condition, except as otherwise stated, and without expense to Authority;
- Y. Hangar doors will be kept closed and secured at all times, except when moving Aircraft, working on Aircraft, or when Aircraft is away from the hangar for a short time or some other justifiable reason, and at no time will Hangar doors be left open after Public Service

Hours;

- Z. Airport access points and gates will be kept closed and secured at all times, and at no time will access points and gates be left open after Public Service Hours;
- AA. Company will ensure that the electric current is not used excessively; and
- BB. Company will exercise reasonable care to keep oil, grease, and all other such lubricants off all surfaces.

5.2 Company's Improvements

- A. Within six (6) months from the Commencement Date of this Agreement, Company and Authority will enter into a mutually acceptable amendment to this Agreement for the development of Company's Improvements on a site mutually agreed to by Authority and Company. Company will commence or cause to be commenced construction of Company's Improvements within 18 months of the Commencement Date of this Agreement and will complete construction of Company's Improvements within 36 months of the Commencement Date of this Agreement.

- B. Company's Duty to Construct

Company will, at its sole risk, cost, and expense, have the duty and obligation to oversee and manage the design, construction, and installation of Company's Improvements in accordance with the terms and conditions contained in this Agreement including any amendments thereto.

- C. Permits and Approvals

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

6. FEES, REPORTING, AND ACCOUNTING RECORDS

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

- A. Fuel Flowage Fee: Company cannot charge a fee for the use of VDF. Company may only charge for the sale or provision of the goods and services authorized under this Agreement and actually provided. This does not preclude the Company from charging a reasonable

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

1. Description: Company will pay to Authority a Fuel Flowage Fee at the then current rate on all fuel delivered each month to VDF for the purpose of dispensing into Aircraft. The Fuel Flowage Fee applies to fuel delivered to VDF, and Company will pay to Authority the corresponding Fuel Flowage Fee. The Fuel Flowage Fee is subject to adjustment as specified below.
 2. Payment Due: Company will remit Fuel Flowage Fees, without demand and without invoice, on the 10th day of the month after the month in which the Aircraft fuels are received by Company and Company will provide to Authority along with its payment a report of all deliveries of aviation fuel for the preceding month.
 3. Fee Adjustment: Fuel Flowage Fees are subject to change by Authority from time to time. Any increase will be at the sole discretion of Authority, and any changes that are made in the Fuel Flowage Fee will be set out in writing to Company, without formal amendment to this Agreement, with the effective date thereof.
- B. Fuel Farm Rental: Company will pay to Authority a fee for the utilization of the fuel farm at VDF.
1. Description: Fuel Farm Rental at VDF will be a minimum of \$870.00 per month (Minimum Monthly Fuel Farm Fee – VDF) or \$0.10 per gallon (Fuel Farm Cost Per Gallon – VDF), whichever is greater, plus applicable taxes, on all Aircraft fuel delivered each month to VDF.
 2. Payment Due: Fuel Farm Rental will be remitted, in advance and without demand, on the 1st day of the month. If the amount due to Authority using the Fuel Farm Cost Per Gallon calculation is greater than the Minimum Monthly Fuel Farm Fee, Company will pay to Authority the difference no later than the 10th of the month.
 3. Annual Rent Adjustment: Fuel Farm Rental at VDF will increase by 3.1% on the anniversary of the Commencement Date each year during the Initial Term of this Agreement. The 3.1% adjustment is to the Minimum Monthly Fuel Farm Fee – VDF. It is not to the Fuel Farm Cost Per Gallon – VDF.
 4. Rent Adjustment at Renewal Option: Notwithstanding the foregoing, if a Renewal Option is exercised by Company and approved by Authority Representative, the Fuel Farm Rental will be adjusted in accordance with Authority rental rate policy. Such Fuel Farm Rental rate adjustments will be effective by written notice from Authority Representative to Company without formal amendment to this Agreement.
- C. Company's Premises Rent: Company will pay to Authority a fee for Company's use and occupancy of Company's Premises at VDF.
1. Description: Company will pay Authority an initial annual Company's Premises Rent – VDF for 1,899 square feet of office space in the Terminal Building at a rate of \$25.00 per square foot per year for an annual amount of \$47,475.00, payable in monthly installments of \$3,956.25, plus applicable taxes.

2. Payment Due: Company's Premises Rent – VDF is due on or before the 1st day of the month in advance and without demand.
3. Annual Rent Adjustment: Company's Premises Rent – VDF will increase by 3.1% on the anniversary of the Commencement Date each year during the initial Term of this Agreement.
4. Rent Adjustment at Renewal Option: Notwithstanding the foregoing, if a Renewal Option is exercised by Company and approved by Authority Representative, Company's Premises Rent – VDF will be adjusted to fair market value in accordance with Authority rental rate policy, provided, however, that in no event will the annual Company's Premises Rent – VDF be reduced from the rental rate established for the preceding year. Such rate adjustment will be effective by written notice from Authority to Company without formal amendment to this Agreement.

D. Automobile Rents:

1. Description: Company will pay to Authority 10% of any proceeds received by Company from automobile rentals at VDF. Proceeds will be construed to mean the aggregate dollar amount (less sales tax) of all automobile rentals of every kind and nature, whether the proceeds of such rentals are in the form of cash, credit, exchange of goods, wares, merchandise, services and storage, valued at the fair market value rental rate.
2. Payment Due: Automobile Rents will be remitted, without demand and without invoice, on the 10th day of the month after the month in which proceeds from automobile rentals are received by Company.

E. Hangar and Tie-Down Space Rent:

1. Company agrees that hangar and tie-down space will be subleased based on fair market value rental rates to ensure that the facilities produce maximum reasonable revenues to Company and Authority. All tenants will pay market rent. Company and Authority will meet by August 1 each year during the Term of this Agreement, including any renewal options, to determine the market value which will go into effect on October 1 of that year. If Company and Authority cannot agree on the market value, Authority will make the final determination.
2. Rent is the only fee that Company may charge to a hangar and tie-down tenant as a direct result of such tenant's occupancy of the hangar or tie-down. No line-item assessments for such things as electric service, insurance, water or other fees. Company may be obligated to pay, except sales tax, may be shown on tenants' invoices or rental agreements.
 - a. Description – Hangar and Tie-Down Space Rent: Company will pay Authority a monthly Hangar and Tie-down Space Rent of 60% of the Gross Hangar and Tie-Down Rental Receipts from operation of the hangars and tie-downs at VDF.
 - b. Description – Office Space Rent:

- i. Effective on the Commencement Date until the first anniversary of the Commencement Date, Company will pay Authority an annual Office Space Rent of 88% of the office space rental receipts from operation of the Office Space at VDF.
 - c. Company's Use of Hangar Space: Company's utilization, storage of Company Aircraft, or other occupation of hangar space will be on a space available basis. If Company utilizes or occupies hangar space in addition to the location or square footage specified in Company's Premises, Company will pay to Authority the then current revenues for Aircraft storage at the same rates and charges as any other tenant of the hangar space.
 - d. Company's Use of Tie-Downs: Company's utilization, storage of Company Aircraft, or other occupation of tie-downs will be on a space available basis. Company may store airworthy Aircraft utilized by its flight school on tie-downs, if space permits. Except for the aforementioned Company flight school Aircraft, if Company utilizes or occupies tie-downs, Company will pay to Authority the then current revenues for Aircraft storage at the same rates and charges as any other tenant of the tie-down.
 - e. Payment Due: Hangar and Tie-Down Space Rent and office space rent will be remitted, without demand and without invoice, on the 10th day of the month after the month in which the Hangar and Tie-Down Space and/or office space rent is due to Company. Detailed backup of all hangars and tie-downs rented must be provided at the same time as payment.
- F. Utilities Rent:
- Company will pay to Authority an annual amount representing Company's pro rata share of operating costs for utilities, including electricity, garbage, recycle dumpster, and sewage, plus applicable taxes (Utilities Rent). Currently, VDF utilizes well water. If City of Tampa water is utilized in the future, Company will be responsible for the cost of the same.
- Company will pay Utilities Rent at VDF of \$46,080.00, payable in monthly installments of \$3,840.00, plus applicable taxes. Utilities Rent is due to Authority within fifteen (15) days from the date of invoice.
- G. Private Events Rent: Subject to Authority approval, Company may hold Private Events at VDF. Company will provide, hold, or agree to host Private Events based on a fair market value to ensure VDF's facilities produce maximum reasonable revenues to Company and Authority.
- 1. Description – Private Events Rent: For any revenue received by Company for Private Events, Company will pay to Authority Private Events Rent of 25 % of the Private Events Rental Receipts.
 - 2. Payment Due: Private Events Rent will be remitted, without demand and without invoice, on the 10th day of the month after the month in which the Private Events Rent receipts were due to Company, whether or not collected. Detailed backup of all Private

Events Rent receipts must be provided at the same time as payment.

3. Company must submit a Special Use Permit and Authority must approve any Private Events in advance of such Private Event.

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

6.2 Late Payments

Without waiving any other right or action available to Authority, in the event Company is delinquent in the payment of Rents, fees or charges hereunder or rightly due and owing by an audit of Company's books and records as provided in the Authority Right to Perform Audits, Inspections, or Attestation Engagements Article below, and in the event Company is delinquent in paying to Authority any such Rents, fees or charges for a period of seven (7) days after the payment is due, Authority reserves the right to charge Company a penalty of \$200 per day, for each day, not to exceed the percentage stated in Florida Statute Section 83.808(3), Company is late submitting payment.

In the event of a dispute as to the amount to be paid, Authority shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

The right of Authority to require payment of penalties and the obligation of Company to pay same shall be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

The failure of Authority to take action in the event of a delinquent payment or series of payments shall in no way waive the right of Authority to take action at a subsequent time. Authority expects all Rents, fees and charges to be paid on time and Company agrees to pay the same on time.

Notwithstanding other provisions of this Agreement, and without limiting the other provisions of this Agreement concerning, among other things, events deemed to constitute default of Company, Authority may, in Authority reasonably exercised discretion, terminate this Agreement upon written notice to Company if (i) there are recurring instances in which Company's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Company fails to maintain adequate records and accounts reflecting its business operations; or (iii) Company fails or refuses to submit formal supporting paperwork required herein.

6.3 Reports Due

A. On or before the tenth of each month, Company will submit:

1. A completed General Aviation Activity Report for VDF as shown in Exhibit F, Sample VDF Monthly Activity Report, attached hereto and made a part hereof; and

2. A detailed statement signed by a responsible officer of Company showing all gross

receipts for the preceding month upon which the fees and Rents payable to Authority set forth in this Agreement are computed.

- B. Authority and Company acknowledge and agree that on or before 45 days following each anniversary date of the Effective Date of this Agreement, beginning on the Commencement Date and running through September 30, 2024, and then running each year thereafter from October 1 through September 30 for the initial Term of this Agreement and any Renewal Options, Company will submit a written statement which will reflect all Gross Hangar and Tie-Down Rental Receipts, Fuel Flowage Fees, gross revenue from Private Events, Automobile Rents, and any other revenues that Company is required to remit to Authority under the terms of this Agreement during the preceding 12 months of this Agreement. The responsible officer will certify the written statement that, in his or her opinion, the fees and Rents paid by Company to Authority during the reporting year were made in accordance with the terms of this Agreement. If it appears from the statement that Company has understated the fees and Rents payable to Authority, the written statement will be accompanied with a payment of the difference between the fees and Rents paid and the fees and Rents owed.
- C. Company will provide Authority with a copy of all leases, subleases, or rental agreements for any and all property at VDF on an ongoing basis. Company will provide a copy of any new lease, SASO, sublease, CAO, or rental agreement within 30 days of entering into the same.
- D. If Company overpaid any Rents or fees, Authority will issue a credit that must be used against the next invoice. If Company underpaid Rents or fees, Authority will issue an invoice with backup. Payment is due within fifteen (15) days of the invoice date.

6.4 Annual Audit and Form, Frequency and Method of Reporting

Company's system of accounts shall allow each building, suite, hangar, and/or tie down area to be distinguished from all other buildings, suites, hangars, and/or tie down areas. Company shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions of this Agreement.

- A. Annual Audit.
 - 1. No later than ninety (90) days after the end of each Agreement Year during the Term of this Agreement, including any Renewal Options, Company shall, at its sole cost and expense, provide an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Company's monthly Rents, fees, or charges for the subject Agreement Year, or part thereof (Annual Report). There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Rents, fees, or charges. The

engagement will include a Schedule of Rents, fees, or charges for each month of the Company's operations in the Agreement Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Schedule of Rents, fees, or charges has been completely and accurately presented, calculated and reported according to the terms of this Agreement. A one hundred dollar (\$100.00) per calendar day penalty may be assessed by the Authority for every day the Annual Report is late.

2. Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions in the Authority Right to Perform Audits, Inspections, or Attestation Engagement Article below, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute will be final. Delivery of an Annual Report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement.
3. If Company has paid to Authority an amount greater than Company is required to pay for Rents, fees, or charges for an Agreement Year under the terms hereof, Company shall be entitled to a credit against Company's monthly installment of the Rents, fees, or charges for the amount of the overpayment. If Company has paid less than the amount required to be paid as Rents, fees, or charges for an Agreement Year, then Company shall pay the difference to Authority fifteen (15) days from the date of invoice.

B. Form, Frequency, and Method of Reporting.

1. Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Statement of Rents, fees, or charges, and to require the submission by Company of other statistics and information pertaining to the Rents, fees, or charges hereunder. Company agrees to change the form of the required reports and statements as requested by Authority and to provide any additional statistics and information Authority may request.
2. Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Company to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, Authority shall not be obligated to furnish Company with the equipment or systems necessary to do so.

6.5 Fees and Other Charges a Separate Covenant

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

6.6 Payment Method and Statement Filing

Company will submit all payments, other fees, and charges by Automated Clearing House electronic transfers. Reports and statements required to be filed by this Agreement shall be delivered to Receivables@TampaAirport.com.

6.7 Form of Payment

All payments due under this Agreement shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Agreement or otherwise.

7. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

7.1 Books and Records

In connection with payments to Company under this Agreement, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Agreement. Records include, but are not limited to, books, documents, papers, the general ledger, revenue journals, leases, subleases, line tickets, fuel tank logs, customer invoices, vendor invoices, receipts, sales tax returns, and other documents produced evidencing the financial transactions occurring at the Premises and related to this Agreement. Company's system of accounts shall allow the Premises to be distinguished from all other premises. Company shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof. Company will not destroy any records related to this Agreement without the express written permission of the Authority.

7.2 Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Agreement or within three years after the end of this Agreement, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to

initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining Rents, fees, and charges under this Agreement or over selected operations performed by Company under this Agreement for the purpose of determining compliance with this Agreement.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement, as well as records of parent, affiliate and subsidiary companies and any other subconsultants or subcontractors directly pertinent to this Agreement. If the records are kept at locations other than VDF, Company will arrange for said records to be brought to a location convenient to the Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article.

Company agrees to deliver or provide access to all records requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Auditors are not provided in a timely manner and that the amount of those costs are difficult to determine with certainty. Consequently, the Parties agree Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00) for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Authority retains its rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

Auditors have the right during the engagement to interview the Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If, as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for such overcharge and Authority may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Authority reserves the right to review, inspect, examine, or audit the books and records of Company's receipts at any time for the purpose of verifying the Rents, fees, or charges under this Agreement. Any additional monies due as a result of said engagement will be paid to Authority by Company and Authority may assess interest of up to 12% from the date the monies were originally due to the date of payment.

Approvals by the Authority's staff of any services included or not included in this Agreement does not act as a waiver or limitation of the Auditor's right to perform Engagements.

The Company will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Agreement

and provide Authority a copy of any audit documents or reports so received.

Company agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Company will include a provision providing the Auditors the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Agreement.

8. GUARANTEES

8.1 Contract Security

- A. Company will provide Authority on or before the Commencement Date of this Agreement, and will maintain throughout the Term of this Agreement, including any Renewal Options, a contract bond, irrevocable letter of credit, or other similar security acceptable to Authority (Contract Security) in an amount equal to \$200,000.00 or three months' estimated Rents, fees and charges, whichever is greater, payable by Company, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees and charges due hereunder. Such Contract Security will be in a form and with a company reasonably acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Contract Security will be for a period less than the full period required hereunder or if such Contract Security will be canceled, Company will provide a renewal or replacement Contract Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation.
- B. In the event Authority is required to draw down or collect against Company's Contract Security for any reason, Company will, within 10 business days after Authority written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (\$200,000.00 or three months' estimated Rents, fees, and charges, whichever is greater) or provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to \$200,000.00 or three months' estimated Rents, fees, and charges, whichever is greater, payable by Company pursuant to this Article.
- C. If Company fails to obtain and/or keep in force such Contract Security required hereunder, for the full Term of this Agreement, including the Renewal Options, such failure will be grounds for immediate cancellation of this Agreement pursuant to Article 15. Authority rights under this Section 8.1 will be in addition to all other rights and remedies provided to Authority under this Agreement.

8.2 Satisfactory Performance

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

9. MAINTENANCE OBLIGATIONS OF AUTHORITY

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

10. MAINTENANCE OBLIGATIONS OF COMPANY

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

10.1 General Obligations

Company will provide maintenance and repair as outlined in Exhibit G, Maintenance Obligations, as may be amended from time to time without formal amendment to this Agreement.

Except as outlined in Article 9, Company will be obligated to provide the upkeep of the Premises and every part thereof in good appearance, repair and safe condition, consistent with good business practice, whether installed by Authority or Company, and such maintenance will be without cost to Authority. Company will repair all damages to VDF caused by its employees, invitees, and patrons or its operations thereon. All such maintenance, repair and replacements will be of a quality equal to the original in materials and workmanship. All paint colors will be submitted to and approved in writing by Authority prior to application.

10.2 Failure to Repair and Maintain

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

11. FUEL FARM FACILITIES

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

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

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

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

Company will at all times provide fire protection in accordance with NFPA standards and municipal

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

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

12. IMPROVEMENTS AND ALTERATIONS BY COMPANY

12.1 Structural Alterations

The Company will make no structural alterations to the Premises without the prior written consent of the Authority.

12.2 Alterations and Improvements to VDF

The Company acknowledges that from time to time the Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Terminal Building or VDF that may temporarily affect the Company's operations hereunder. The Company agrees to accommodate the Authority in such matters, even though the Company's activities may be inconvenienced, and the Company agrees that no liability will attach to the Authority or any indemnified party by reason of such inconvenience or impairment.

12.3 Written Approval

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

12.4 Conditions

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

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

12.5 Completion of Improvements

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

12.6 Title to Improvements

All fixed improvements of whatever kind or nature installed by Company upon VDF, with or without consent of Authority, including but not limited to, all heating and/or air conditioning, interior and exterior light fixtures, and the like that, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will

remain on VDF, or at Authority sole option, Authority may require Company to remove the improvements and restore VDF to its original condition. Title to all Company Supplied Furnishings will be and remain with Company and will be removed from VDF upon termination or expiration of this Agreement. Company will pay any costs associated with the restoration of VDF to its original condition upon such removal.

13. TAXES AND FEES

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

14. QUALITY ASSURANCE

Company will be solely responsible for the quality of all services furnished by Company, its employees and/or its subcontractors under this Agreement. All services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended. Company's services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

15. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

15.1 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Agreement or the

breach of any term, condition, or covenant required herein.

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

15.2 Authority Remedies

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

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and Company will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, up to the maximum rate permitted

by law; or

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

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter VDF or Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises or VDF. 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.

15.3 Company's Remedies

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

15.4 Continuing Responsibilities of Company

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

16. DISCLAIMER OF LIENS

Company agrees not to encumber the Premises or VDF indirectly or directly without prior written consent of Authority and to keep the Premises and VDF 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 VDF will not be subject to liens for any work, labor, materials or improvements made by or for Company to the Premises or VDF, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises or VDF be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Company to the Premises or VDF. Company is specifically prohibited from subjecting Authority interest in the Premises or VDF to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

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

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

17. UTILITIES

17.1 Utility Infrastructure

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

17.2 Upgraded Utility Infrastructure

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

17.3 Utility Services

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

17.4 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

18. ASSIGNMENT AND SUBLETTING

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

- A. Authority will retain total control and sole discretion over any assignment or subletting of this Agreement and/or the functions to be performed by Company hereunder, and such assignment or subletting must have prior written approval of Authority.
- B. Company may not sell, assign, sublease, or transfer this Agreement or any portion thereof, except as provided herein. Authority must approve in writing the sale or transfer of stock that significantly alters the Company's ownership, which approval will not be unreasonably withheld.
- C. Authority will have the right to review and approve in advance the financial capacity of the proposed assignee or sublessee, as well as the qualifications and experience of the general manager proposed to run the day-to-day operations and facility of the proposed assignee or sublessee.

- D. In no event will any approved assignment diminish Authority rights to enforce any and all provisions of this Agreement.
- E. Company may sublease part of Company's Premises as long as Company obtains prior written consent from Authority and uses the Authority-approved sublease template. Such subleases may only be for aviation business in connection with aviation uses. Company may not assign its responsibility to conduct FBO operations except as may otherwise be provided herein. Any other uses must be approved in writing by Authority.
- F. If Company assigns any of its obligations as provided under this Agreement or subleases any part of the Premises or Company's Premises, Company remains liable to Authority for all payments, damages, and actions of sublessees and assignees, unless otherwise waived by Authority in writing. Company may not assign Core Services.
- G. Authority may request to view any lease, sublease, or assignment.

19. INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Agreement, the Company 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 dispute resolution 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, order, decree, ordinance, Federal directive or Federal circular;
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 the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, 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 claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, 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, order, decree, ordinance, Federal directive, Federal circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or 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, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company 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 Company and persons employed or utilized by the Company 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 to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

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 Company of any of its obligations under this Article.

I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

20. INSURANCE

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

20.1 Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) required pursuant to 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 Agreement.

20.2 Workers' Compensation and 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

20.3 Airport Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement.

	Agreement Specific
Each Occurrence	\$5,000,000
Products/Completed	\$5,000,000
Personal and Advertising Injury	\$5,000,000

20.4 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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20.5 Hangarkeeper's Legal Liability

The minimum limits for Hangarkeeper's Legal Liability for Aircraft in the care, custody, or control of the Company will be:

Each Aircraft	\$1,000,000
Each Occurrence All Airport	\$2,000,000

20.6 In-Flight Hangarkeeper's Liability

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

Each Aircraft	\$1,000,000
Aggregate Maximum	\$2,000,000

20.7 Environmental Insurance (Pollution)

Such insurance will be maintained by Company on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of this Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of this Agreement. If on a claims-made basis, the insurance must cover claims reported within three years of the end of this Agreement. The coverage shall apply without regard to whether the loss is caused by the Company or Company's contractors, subcontractors, suppliers, consultants or subconsultants. The coverage shall not contain any asbestos abatement, silica, lead, per- and polyfluoroalkyl substances (PFAS), exterior insulation and finish systems (EIFS), permitted work, law, code or ordinance exclusion.

Limits of Coverage will be:

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

20.8 Environmental Impairment Fuel Tank Liability

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

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

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

20.9 Aircraft Liability Insurance

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

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

Each Occurrence - Combined Single Limit	\$1,000,000
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20.10 Property Insurance

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

20.11 Property Insurance – Contents and Company Improvements

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

20.12 Waiver of Subrogation

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

20.13 Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) at (813) 870-8700 of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third-party property.

20.14 Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk

Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

20.15 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

21. PROPERTY DAMAGE

21.1 Partial Damage

In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Company will give Authority immediate notice thereof, and Authority will make the repairs within a reasonable period of time, at its own cost and expense.

21.2 Extensive Damage

In the event damages as referenced in Paragraph 21.1 above are so extensive as to render all or a significant portion of the Premises unusable, but capable of being repaired as determined in Authority sole discretion within one hundred twenty (120) days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

21.3 Complete Destruction

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

21.4 Abatement of Fees, Rent, or Other Charges

In the event of extensive damage or complete destruction as referenced in Paragraphs 21.2 and 21.3 above, the portion of the Rents attributable to unusable Premises will abate from the date of casualty until such time as Authority issues notice to Company that the unusable portion of the Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are

damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Rents will not abate and Company will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Company's act or omission.

21.5 Limits of Authority Obligations Defined

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

22. CONDEMNATION

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

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

23. ENVIRONMENTAL

23.1 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other

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

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

23.2 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of VDF. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system

without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto VDF or into any component of Authority sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of VDF.
- D. At the end of this Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of this Agreement.

23.3 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance", as used in this Agreement, will mean any substance that:
 - 1. the presence of which requires investigation, reporting, removal, or remediation under any environmental law; or
 - 2. that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous substance", or other type of pollutant or contaminant under any environmental law; or
 - 3. that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable environmental law; or
 - 4. that 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; or
 - 5. that is or contains polychlorinated biphenyls (PCBs), asbestos, radon, urea formaldehyde, or any substance that contains per-and polyfluoroalkyl substances

(PFAS); or

6. that 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
7. 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 Florida Department of Environmental Protection (FDEP), specifically Chapter 62-702, Florida Administrative Code (FAC); or
2. any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or
3. any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or
4. yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

23.4 Prior Environmental Impacts

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

Company and Authority acknowledge and agree that Exhibit E, Tampa Executive Airport – VOLO Aviation Environmental Baseline Report, dated June 26, 2015, attached hereto and by this

reference made a part hereof, state the general condition of the Premises on the Effective Date, and the statements contained therein are acknowledged by the Parties.

23.5 Off-Site Environmental Impacts

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

23.6 Petroleum Storage Systems

- A. In the event Company constructs a petroleum storage system, Company will pay for all costs of construction, maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, state, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. Company will construct the petroleum storage system in such a manner as will meet all federal, state, or local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC) as may be amended or replaced. Upon termination or expiration of this Agreement as provided herein, Company will remove any and all petroleum storage systems and any Company installed oil-water separators and restore the Premises to condition prior to installation or as approved by the Authority.
- B. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.
- C. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement an SPCC as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

- D. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa, and Hillsborough County and all applicable safety regulations at VDF that may be adopted by Authority. Authority will provide adequate fire extinguishers. Company will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- E. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

23.7 Stormwater

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

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

23.8 Environmental Inspection at End of Agreement Term

- A. At least 120 days before the expiration or early termination of the initial Term or the

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

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

24. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, 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 VDF. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a

monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within 15 days from the date of written notice.

25. OPERATION AND PERFORMANCE STANDARDS

25.1 Authority Right to Monitor Performance

A. Performance Audits. It is the intention of Authority that Company's business be conducted in a manner so as to meet the needs of VDF patrons and employees and in a manner that will reflect positively upon the Company and Authority. The Company shall equip, organize and efficiently manage the FBO to provide first class service and equipment in a clean, attractive and pleasant atmosphere.

Authority reserves the right to conduct periodic performance audits of the Premises to assure that all of the operational, safety and compliance standards of this Agreement are consistently performed by Company. Company acknowledges that performance audits will be conducted by Authority, or its representative, and hereby agrees to cooperate with all performance audits.

If Authority identifies any deficiencies with respect to the operations, including, without limitation, quality and quantity of equipment, Company shall be notified in writing by Authority and shall correct, or cause to be corrected, such deficiency within seven (7) days, unless Authority authorizes in writing a longer period.

25.2 Prohibited Acts

Company will not place excessive loads on the walls, ceilings, and floor or pavement areas of VDF and will repair any area damaged by excessive loading to the satisfaction of Authority.

Unless approved in writing in advance by Authority, which approval is in Authority sole discretion, Company will not permit the active display or operation on the Premises of any advertisement that flies, flashes, or emits a noise or odor.

Company will not interfere or permit interference with the use, operation, or maintenance of VDF, 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 VDF.

26. PERMITS AND LICENSES

Company will obtain and maintain throughout the Term, all permits, licenses, or other

authorizations required in connection with the operation of its business on the Premises or at VDF. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

27. 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 VDF.

28. RIGHT TO DEVELOP AIRPORT

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

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

If Company desires to invest significant capital in a New Facility at VDF, Authority may, but is not obligated to, negotiate to modify the Rents, fees, and obligations set forth in Article 6, Fees, Reporting, and Accounting Records, Term, and other obligations set forth in this Agreement based on the Company's request and articulated business reasons.

29. RIGHT OF FLIGHT

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

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply

with Federal Aviation Regulations, Part 77 and Authority Height Zoning Regulations. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of VDF, or otherwise constitute an Airport hazard.

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

30. RIGHT OF ENTRY

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

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

31. PROPERTY RIGHTS RESERVED

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

32. SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by

Authority to secure such obligations. Conflicts between the terms of this Agreement and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

33. FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of VDF or the portion thereof where in the Premises are located for public purposes, 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 such termination, Company's obligation to pay the 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.

34. NON-DISCRIMINATION

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

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Agreement.
- B. Civil Rights. Company, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 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 Federal Aviation Administration’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, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company’s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must 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 Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Agreement until Company complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such 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, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
- G. Company assures that, in the performance of its obligations under this Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

35. AMERICANS WITH DISABILITIES ACT

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

36. WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

36.1 Authority Policy

Authority is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Authority W/MBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Agreement.

36.2 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of Authority W/MBE Policy and Program in the award and administration of this Agreement. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.
- B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.
- D. Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, doesn't hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as amended from time to time.
- E. In the event of breach of an of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Agreement and to re-enter as if said Agreement had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR part 21 are followed and completed, including exercise or expiration of appeal rights.

36.3 W/MBE Participation

- A. W/MBE Goal: No specific expectancy for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with

Authority W/MBE Policy and Program, throughout the Term of this Agreement, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Agreement.

- B. W/MBE Termination and Substitution: Company is prohibited from terminating or altering or changing the Scope of No scope required of a W/MBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to W/MBE terminations contained in the W/MBE Policy and Program. Failure to comply with the procedure relating to W/MBE terminations or changes during this Agreement will be a material violation of this Agreement and will invoke the sanctions for non-compliance specified in this Agreement and the W/MBE Policy and Program.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE participant, and other records pertaining to W/MBE participation, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.
- D. Prompt Payment: Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

37. SIGNS

37.1 Written Approval

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

37.2 Removal

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

38. DATA SECURITY

Company will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third-party data that Company may gain access to or be in possession of in providing the services under this Agreement. Company will not attempt to access, and will not allow its personnel access to, Authority data or third-party data that is not required for the performance of the services of this Agreement by such personnel.

Company and its employees, vendors, subcontractors, and subconsultants will adhere to and abide by the security measures and procedures established by Authority and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third-party data, Company will promptly:

- A. Notify Authority of such breach or potential breach; and
- B. If the applicable Authority data or third-party data was in the possession of Company at the time of such breach or potential breach, Company will investigate and cure the breach or potential breach.

39. SYSTEM AND ORGANIZATION CONTROL 2

Company must provide a System and Organization Control 2 (SOC 2) Report, or equivalent as determined by the Authority, prepared by a qualified, licensed, and independent CPA firm or agency accredited by the American Institute of Certified Public Accountants (AICPA) annually. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion on compliance with the applicable Trust Services Criteria. Note that information contained in the SOC 2 Report may be confidential and such confidential information will not be disclosed to the public under Section 119.0725, Florida Statute. It is unlikely that the entire SOC 2 Report is confidential. It is incumbent upon the Company to identify any confidential information it reasonably believes is contained in the SOC 2 Report. The Authority will endeavor to not disclose any such designated information, unless in the

Authority's sole judgment, Company did not reasonably designate the confidential information.

40. PERSONAL PROPERTY

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

41. SURRENDER OF PREMISES

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

42. NO ACCEPTANCE OF SURRENDER

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

43. WAIVER OF CLAIMS

Company hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and 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 thereof, 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.

44. TENANCY

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

45. PERSONAL LIABILITY

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

46. AUTHORITY APPROVALS

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

47. 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.

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

48. NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:	OR	(HAND DELIVERY)
(MAIL DELIVERY)		HILLSBOROUGH COUNTY AVIATION AUTHORITY
HILLSBOROUGH COUNTY AVIATION AUTHORITY		SKYCENTER ONE
TAMPA INTERNATIONAL AIRPORT		5411 SKYCENTER DRIVE
P.O. BOX 22287		SUITE 500
TAMPA, FLORIDA 33622-2287		TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER		ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)	OR	(HAND DELIVERY)
SKYPORT HOLDINGS TAMPA, LLC 6530 TAMPA EXECUTIVE AIRPORT ROAD TAMPA, FL 33610		SKYPORT HOLDINGS TAMPA, LLC 6530 TAMPA EXECUTIVE AIRPORT ROAD TAMPA, FL 33610

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

49. INVALIDITY OF CLAUSES

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

50. 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.

51. 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 Company. If for any reason there is a conflict between content and headings, the content will control.

52. RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

- A. 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.

- B. Other Property Conditions:

1. 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. At VDF, 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 VDF, the same protections and standards are generally applied at all Authority property

including the General Aviation airports.

2. 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 > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

53. AGENT FOR SERVICE OF PROCESS

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

54. RELATIONSHIP OF THE PARTIES

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

55. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,

FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

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

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

56. SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of VDF, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of VDF.

57. SCRUTINIZED COMPANIES

Company is required to complete Exhibit I, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit I for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized

Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

58. RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of VDF, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

59. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

60. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of 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 thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being 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 no one of them will be exclusive of the other or exclusive of any remedies provided by law, 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.

61. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

62. AIRPORT SECURITY

Company, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the FAA or TSA. If Company, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days from the date of the invoice or written notice.

63. SIGNATURES

63.1 Signature of Parties

It is an express condition of this Agreement that it will not be complete or effective until signed by Authority and by Company.

63.2 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

64. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

65. MISCELLANEOUS

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

66. ORGANIZATION AND AUTHORITY TO ENTER INTO AGREEMENT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Agreement with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Agreement.

67. COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior contracts, 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.

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2024.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2024, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

SKYPORT HOLDINGS TAMPA, LLC

Signed in the Presence of:

BY:

Rajesh Tala

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

SKYPORT HOLDINGS TAMPA, LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

EXHIBIT A

R331

HILLSBOROUGH COUNTY AVIATION
AUTHORITY

MINIMUM STANDARDS FOR COMMERCIAL
AERONAUTICAL ACTIVITIES

FOR

TAMPA INTERNATIONAL AIRPORT
GENERAL AVIATION

PETER O. KNIGHT AIRPORT

PLANT CITY AIRPORT

TAMPA EXECUTIVE AIRPORT

HILLSBOROUGH COUNTY, FLORIDA

MAY 4, 2023

HILLSBOROUGH COUNTY AVIATION AUTHORITY

MINIMUM STANDARDS

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SECTION 1. INTRODUCTION

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

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

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

SECTION 2. DEFINITIONS

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

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

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

SECTION 3. QUALIFICATION REQUIREMENTS

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

SECTION 4. GENERAL REQUIREMENTS

4.1 Introduction

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

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

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

4.2 Agreement Requirements

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

A. Security for Payment

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

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

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

B. Hold Harmless Requirement

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

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

C. Insurance

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

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

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

4.3 Compliance with Licenses, Permits, Certifications, and Ratings

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

SECTION 5. FIXED BASE OPERATOR (FBO)

5.1 All FBOs will be subject to the following:

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

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

- 1. Sale and "into plane" dispensing of aviation gasoline (avgas), jet fuel, oils and lubricants of kinds customarily sold of sufficient ratings, grades, quality and quantity to adequately meet the demand thereof to general aviation Aircraft users.
- 2. Operation of a fuel farm facility for the storage, handling and delivery of avgas and jet fuel.

- C. Required Other Services

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

- 1. Tie-down and hangar storage for general aviation Aircraft. Adequate hangar, ramp, and support facilities for general aviation Aircraft users as outlined in Section E., Minimum Facility Requirements, below. T-

Hangars are not permitted at Tampa International Airport General Aviation.

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

D. Permitted Services (Optional)

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

1. Sale of new or used Aircraft.
2. Operation of non-scheduled, air taxi, air ambulance and charter transportation of passengers, cargo and mail.
 - a. A CAO offering non-scheduled air charter for transporting passengers, cargo, and mail, including air ambulance, will be conducted in accordance with and certificated under

FAR Part 135 and amendments thereto and all other applicable rules and regulations. A CAO offering non-scheduled air charter for transporting passengers will also provide services and equipment for servicing passengers and for handling freight, luggage and ticketing and will make available ground transportation for transient patrons.

3. Operation of specialized commercial flying service such as aerial survey, photography, sightseeing and mapping services.
4. Operation of specialized Aircraft repair service such as paint shop, radio, propellers, instruments, and accessories.
5. Sale of convenience foods, amenities, and non-alcoholic beverages incidental to FBO activities.
6. Sale of merchandise incidental to FBO activities.

E. Minimum Facility Requirements

The minimum facility requirements for FBOs are as follows:

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

	facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	restroom facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand	facilities, line service area, customer service counter, flight planning area, lobby with adequate seating for passengers, break and vending areas, and conference room to meet reasonable demand.
Tie Downs	25	25	25	25
Paved Ramp and the area required for aircraft tiedowns	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger	Equal to total hangar space or sufficient to unload based or owned Aircraft, whichever is larger
Public Parking	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater	As required by governing jurisdictional agencies' code criteria or to meet the demand of the operation, whichever is greater
Jet A Fuel Farm (gallons)	12,000	12,000	12,000	20,000
Avgas Fuel Farm (gallons)	12,000	12,000	12,000	12,000

F. Prior Experience

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

G. Public Service Hours

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

H. Minimum Management and Staffing Standards

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

I. Verification of Appropriate Documentation

The FBO will obtain and maintain all appropriate licenses, waivers and permits from federal, state and local jurisdictional agencies in regard to the legal and safe operation of its business activity at the Airport prior to

commencement of any operations on the Airport. Said documentation will be provided to the Authority upon request by the Authority.

SECTION 6. SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

6.1 All SASOs will be subject to the following:

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

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

C. Verification of Appropriate Documentation

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

D. Minimum Facility Requirements

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

EXHIBIT B

RULES & REGULATIONS NO. R330

HILLSBOROUGH COUNTY AVIATION AUTHORITY

RULES AND REGULATIONS

FOR

**PETER O. KNIGHT AIRPORT
PLANT CITY AIRPORT
TAMPA EXECUTIVE AIRPORT**

HILLSBOROUGH COUNTY, FLORIDA

May 4, 2023

HILLSBOROUGH COUNTY AVIATION AUTHORITY

RULES AND REGULATIONS

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SECTION 1. DEFINITIONS

- 1.1** Terms used in these Rules and Regulations are defined below. Words relating to aeronautical practices, processes and equipment will be construed according to their general usage in the aviation industry, unless a different meaning is apparent from the context or specifically defined otherwise herein. All other words will be construed according to their common literal meaning.
- a. Abandoned Aircraft: An aircraft that has been disposed of on the Airport in a wrecked, inoperative, or partially dismantled condition or an Aircraft that has remained in an idle state on the Airport for 45 consecutive calendar days. For the purpose of this section, “idle state” is defined as an Aircraft not in usable condition and without a previously agreed to arrangement between the owner of the Aircraft and either the Airport and/or Fixed Base Operator.
 - b. Air Operations Area (AOA): Any area of the Airport used or intended to be used for landing, take off or the surface maneuvering of Aircraft.
 - c. Aircraft: Any contrivance designed, invented or used for powered or nonpowered flight in the air. For the purpose of this definition, an ultralight vehicle is not included.
 - d. Airport: Will collectively and individually include Peter O. Knight, Plant City, and Tampa Executive airports located in Hillsborough County, Florida.
 - e. Apron or Ramp: Those areas of the Airport within the AOA designated for the loading, unloading, servicing or parking of Aircraft.
 - f. Authority: Hillsborough County Aviation Authority.
 - g. Authorized Area: A specified location, approved by the Authority, as accessible to authorized persons only.
 - h. Chief Executive Officer (CEO): The individual responsible for the administration, management, and operation of the Authority with signature authority to implement administration, management, and operational decisions.
 - i. Commercial Activity: The exchange, trading, buying, leasing, hiring or selling of commodities, goods, services or tangible property of any kind, or any revenue producing activity on the Airport.
 - j. Derelict Aircraft: Any Aircraft that is not in flyable condition, does not have a current certificate of air worthiness issued by the Federal Aviation Administration (FAA), and is not in the process of actively being repaired.
 - k. Fire Department: The department of a local or municipal authority in charge of preventing and fighting fires that has jurisdiction over the Airport.

- l. Flying Clubs: Any organization established and existing for utilization of Aircraft by member pilots of the club.
- m. Maintenance: The inspection, overhaul, repair, preservation, and replacement of parts of an Aircraft, excluding preventive maintenance.
- n. Motor Vehicle: A self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point except Aircraft or devices moved exclusively upon stationary rails or tracks.
- o. Movement Area: The runways, taxiways, and other areas of the Airport which are used for taxiing or hover taxiing, air taxiing, take off, or landing of Aircraft, exclusive of loading ramps and Aircraft parking areas.
- p. Non-commercial Materials: Materials associated with non-profit activities undertaken for philanthropic, religious, charitable, benevolent, humane, public interest or similar purposes.
- q. Operating Directive: Ministerial instructions and guidance serving to govern and direct operational matters. Operating Directives can be used for both internal and external guidance. All Operating Directives will be approved by the Chief Executive Officer or designee.
- r. Park: To let a motor vehicle or Aircraft stand or stop in any location whether the operator thereof leaves or remains in such vehicle or Aircraft, when such standing or stopping is not required by traffic controls or conditions beyond the control of the operator.
- s. Person: Any individual, firm, partnership, corporation, company, association, joint stock association or body politic, including any trustee, receiver, committee, assignee or other representative or employee.
- t. Policy: A general principle or plan by which the Authority is guided in its management of public affairs. The Authority's Board of Directors approves all Policies.
- u. Preventive Maintenance: Simple or minor preservation operations of Aircraft and the replacement of small standard parts not involving complex assembly operations.
- v. Ramp - See Apron.
- w. Restricted Area: Any area of the Airport designated to prohibit entry or to limit entry or access to specific authorized persons.

- x. Rules and Regulations: Statements of general applicability adopted by the Authority Board of Directors that implement, interpret or prescribe law or policy or describe the procedure or practice requirements of the Authority.
- y. Self Fueling: The fueling or servicing of an Aircraft by the owner of the Aircraft with his or her own employees and using his or her own equipment.
- z. Solicitation or to solicit: To ask, request, implore or plead repetitively or continuously, directly or indirectly, actively or passively, openly or subtly, orally, in writing or otherwise for money or anything of pecuniary value. Solicitation also includes requests to sign a petition.
- aa. Special Use Permit: An authorization from the Authority for requested special activities that can be accommodated on a controlled, case by case basis.
- bb. Standard Procedures: A specific method or course of action or an established way or order of accomplishing a specific matter. All Standard Procedures will be approved by the Chief Executive Officer or designee.

SECTION 2. GENERAL REGULATIONS

2.1 COMPLIANCE WITH RULES AND REGULATIONS

- a. Any permission granted by the Authority, directly or indirectly, expressly or by implication otherwise, to any Person to enter or to use the Airport or any part thereof, is conditioned upon strict compliance with these Rules and Regulations, as well as the Authority's Policies, Standard Procedures, and Operating Directives.
- b. Any permission granted by the Authority under these Rules and Regulations is conditioned upon the payment of any and all applicable fees and charges established by the Authority.
- c. Any privilege granted by the Authority for using the Airport and its facilities is conditioned upon the assumption by the user thereof of full responsibility and risk of such use.
- d. Any Person failing to comply with these Rules and Regulations may be denied use of the Airport.
- e. No lessee or sublessee of Airport property shall allow such property to be used or occupied for any purpose prohibited by these Rules and Regulations.

2.2 COMMERCIAL ACTIVITY, ADVERTISING, DISPLAY AND SPEECH

In compliance with the Authority's Policies, Standard Procedures and Operating Directives, no Person for any business, commercial or revenue producing purposes, will occupy or rent space, conduct any business, Commercial Activity, post, distribute or display signs, advertisements, circulars, pictures, sketches or drawings or engage in any other forms of commercial speech on the Airport without first obtaining a written contract, permit or other form of written authorization from the Authority.

2.3 FEES AND CHARGES

- a. All fees and charges will be in accordance with the Authority's Policies, Standard Procedures, and Operating Directives or the terms and conditions of the contracts or agreements between the Authority and the Commercial Activity. All user fees will be determined by the Authority.
- b. Annually published rates and charges will be utilized to apply fees associated with Authority related facilities. Landing fees payable by a commercial aviation operator for a commercial use of the Airport, based on the maximum gross certificated landing weight of the Aircraft, is payable regardless of whether the commercial use is a landing or a take off; however, the operator will not be charged for both a landing and a take off.

2.4 COMMERCIAL PHOTOGRAPHY

No Person will take still, motion or sound motion pictures, sound records or recordings of voices on the Airport for commercial purposes without written permission from and in a manner authorized by the Authority. This regulation does not apply to bona fide coverage by the news media conducting business in Authorized Areas and in accordance with the Authority's Policies, Standard Procedures and Operating Directives.

2.5 SOLICITATION

No Person will solicit for any purpose on the Airport under any circumstance.

2.6 POLLS, QUESTIONNAIRES AND SURVEYS

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

2.7 STANDARD PROCEDURES, EMERGENCY PROCEDURES AND DIRECTIVES

The CEO is the individual with the responsibility and authority for administering these Rules and Regulations. Standard Procedures and Operating Directives issued by the CEO or designee will be considered as addenda to and have the full force and effect of these Rules and Regulations and will be utilized to implement or provide further clarification consistent with these Rules and Regulations.

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

2.8 PROHIBITED CONDUCT

Notwithstanding any provision in these Rules and Regulations or any permits issued, the following activities are prohibited at the Airport:

- a. Sale or distribution of any items, goods, merchandise or services except when expressly allowed by written agreement with the Authority;
- b. Conduct that in any way obstructs, delays or interferes with the free movement of any other Person or authorized business of the Airport except by Authority staff;
- c. Pinning, tying or attaching any flower or other symbol, insignia, article or object to the clothing, luggage or vehicle of any Person without consent;

- d. Assaulting or committing a battery on any other Person or touching any Person without consent;
- e. Use of any musical instrument, noise-making device, sound or voice amplifying apparatus, singing or chanting or any other sound which may reduce the effectiveness of the public address system or interfere with the business functions of the Airport, except upon approval of the Authority;
- f. Placement of a table, bench, chair, sign or other structure, fixture or object on Airport property unless permitted by the CEO or designee;
- g. Distribution of literature or other goods or the display of signs or other printed matter at the Airport, without having first complied with the provisions of Section 4 of these Rules and Regulations;
- h. Distribution of literature, other printed matter or the display of signs at the Airport after a permit that has been issued pursuant to Section 4 of these Rules and Regulations is terminated or expired;
- i. Intentionally leaving unattended any item intended for distribution;
- j. Any activity which constitutes a danger to persons or property or which interferes with the orderly formation and progression of waiting lines or which interferes with any of the following, except by Authority staff: pedestrian or vehicular travel; the issuance of tickets or boarding passes or equivalent documents for air or ground transportation; luggage or cargo movement or handling; the entry to or exit from vehicles, elevators, escalators, doorways or passageways; security procedures; government inspection procedures; or cleaning, maintenance, repair or construction operations;
- k. Any conduct which improperly indicates or represents or attempts to indicate or represent to the public that an individual is a representative of the Authority; or
- l. Any conduct which misrepresents the identity of the individual or organization for which the individual is performing the permitted activities.

2.9 OTHER LAWS

All applicable Federal, State, county and city laws in the Airport's jurisdiction, including the Florida Uniform Traffic Control Law, now in existence or hereafter promulgated, and not in conflict with these Rules and Regulations, are hereby adopted by reference as part of these Rules and Regulations.

2.10 ANTI-WAIVER

Any failure or delay in enforcing any of these Rules and Regulations does not amount to a waiver of such Rule or Regulation. To be enforceable, any waiver of any of these Rules and Regulations must be in writing and authorized by the CEO or designee.

SECTION 3. PERSONAL CONDUCT

3.1 COMPLIANCE WITH SIGNS

All Persons will observe and obey all Authority posted signs, fences, and barricades. Sign placement, removal and procedures associated with tenant, concessionaire and air carrier sign usage will be governed by the Authority's Policies, Standard Procedures, and Operating Directives or as set forth in written contracts, permits or other forms of written authorization from the Authority.

3.2 USE AND ENJOYMENT OF AIRPORT PREMISES

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

3.3 RESTRICTED AREAS, MOVEMENT AREAS AND AIR OPERATION AREAS

No person may enter the AOA, Movement Areas or any Restricted Areas on the Airport except:

- a. Persons authorized by the Authority; and
- b. Pilots and passengers who, under appropriate supervision, enter upon the Apron for the purposes of enplaning or deplaning an Aircraft; and
- c. Persons escorted who are authorized by the Authority.

No Person will walk, drive or otherwise traverse across the Movement Areas of the Airport without specific permission from the Authority. Service roads shall be utilized to navigate the Airport.

3.4 SECURITY

- a. Access Codes/Devices - Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other Person, unless otherwise approved in writing by the Authority. Violation of this prohibition may result in the loss of access privileges.
- b. Doors & Gates
 - a. At no time shall any Airport access gate be left open and unattended in a manner that would allow unauthorized access.

- b. Security doors leading into the AOA shall be kept locked at all times.
- c. Tenants shall be responsible for doors and gates located in their leased areas.

3.5 ENVIRONMENTAL POLLUTION AND SANITATION

- a. No Person will conduct activities in such a manner as to cause littering or environmental pollution.
- b. No Person will dispose of garbage, papers, refuse or other forms of trash, including cigarettes, cigars and matches, except in receptacles provided for such purpose.
- c. Except as approved in writing by the Authority, no Person will dispose of any fill or building materials or any other discarded or waste materials on Airport property, nor place liquids in the storm drains or the sanitary sewer system at the Airport, which will damage such drains or system or will result in environmental pollution passing through such drains or system.
- d. No Person will use a comfort station, restroom, toilet or lavatory facility at the Airport other than in a clean and sanitary manner.
- e. Any solid or liquid material spilled at the Airport will immediately be cleaned up by the Person responsible for such spillage and reported immediately to the Authority.
- f. The disposal of chemicals, paints, oils or other products must be discarded in accordance with all applicable State, local, county, and Federal laws and regulations.
- g. No tenant, lessee, concessionaire or agent thereof doing business on the Airport may keep uncovered trash containers adjacent to sidewalks or roads in a public area of the Airport.

3.6 ANIMALS

- a. No Person may bring an animal into the Airport except:
 - 1. Non-service animals to be or that have been transported by air. Non-service animals to be or that have been transported by air must be properly confined as set forth in subparagraph (b) below before entering the terminal building;
 - 2. A service animal used by disabled persons in accordance with applicable Florida Statutes;
 - 3. An animal which remains inside a Motor Vehicle at all times;
 - 4. An animal used for law enforcement purposes; or

5. Animals authorized by the CEO or designee for special events.
- b. All non-service animals permitted under subparagraph (a)(1) must be contained in a pet carrier or, if no pet carrier is present, the non-service animal must be restrained by a leash and must be within five feet of the handler. Such non-service animal must be completely under control of the handler at all times.
- c. No Person other than those authorized by the Authority will hunt, pursue, trap, catch, injure or kill any animal on the Airport.
- d. No Person will feed or do any other act to encourage the congregation of birds or other animals on the Airport.
- e. No Person will permit, either willfully or through failure to exercise due care or control, any animal to urinate or defecate on the sidewalks of the Airport or within any Airport building.

3.7 FIREARMS AND WEAPONS

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

3.8 DAMAGE INSPECTION

- a. At the earliest opportunity, a damage inspection of any Airport facilities involved in an accident or incident will be made by the Authority and any Aircraft or Motor Vehicle owner or operator, to determine the extent of damages to the Airport. Damages so sustained will be assessed by the Authority as a claim against the owner or operator of the Aircraft or Motor Vehicle.

- b. No Person will walk or drive across the Movement Areas of the Airport without specific permission from the Authority.

3.9 RESPONSIBILITY FOR DAMAGES

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

3.10 ACCIDENT REPORTS

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

3.11 PRESERVATION OF PROPERTY

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

3.12 LOST AND FOUND AND ABANDONED PROPERTY

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

3.13 ALCOHOLIC BEVERAGES

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

3.14 SMOKING

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

SECTION 4. FIRST AMENDMENT ACTIVITIES

4.1 GENERAL

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

- a. In strict compliance with this section and the Authority's Policies, Standard Procedures, and Operating Directives;
- b. In the peaceful and orderly manner contemplated by law, without physical harm, molestation, threat, harassment, obscenities, violence, breach of the peace, damage to property, or other unlawful conduct; and
- c. Without obstructing the use of the Airport by others and without hindrance to or interference with the proper, safe, orderly and efficient operation of the Airport and the activities conducted thereupon, and without interference with the constitutional rights of others.

4.2 LEAFLETING

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

4.3 PICKETING

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

4.4 PERMITTING PROCESS AND PROCEDURE

- a. Any Person desiring to engage in leafleting or picketing at the Airport must first obtain a written permit from the Executive Vice President of Operations and Customer Service or designee by submitting a written request setting forth the name, address and telephone number of the Person or organization sponsoring, permitting or conducting the proposed activities; and a description of proposed activities. The request must include a statement that the proposed activities will not include solicitation and that the responsible Person has read, understood and will abide by these Rules and Regulations.
- b. Any Person may apply for a permit with the Authority on any Monday through Friday which is not a designated Authority holiday between 9:00 a.m. and 3:00 p.m. by providing the information described above. The Executive Vice President of Operations and Customer Service or designee will review the application for sufficiency of information and compliance with these Rules and Regulations, and will normally issue a permit no later than three hours from the time the application is received or notify the applicant in writing why issuance of a permit is delayed or denied.

A permit will not be granted or denied based upon the view point of any non-commercial message. If the Executive Vice President of Operations and Customer Service or designee fails to issue a permit or statement of delay within three hours, it may be considered a denial of the permit, and the applicant may at their option seek a review of such denial by following the appeals procedure outlined below, or waive their rights thereto. The Executive Vice President of Operations and Customer Service or designee may approve a permit request outside regular Authority business hours on a case by case basis, as needed.

- c. The permit will designate that the holder is eligible to conduct activities at the Airport for a period of up to 30 consecutive days and may be renewed on a month to month basis for a maximum of one year. At the end of the one year period, the Person must re-apply if they wish to continue their activities. In such a case, applicants may be permitted to incorporate by reference any required documentation filed with a previous application.
- d. The First Amendment activities referred to herein will be conducted strictly in conformity with the terms and conditions set forth in the permit issued by the Executive Vice President of Operations and Customer Service or designee and these Rules and Regulations.
- e. No more than one Person may engage in the permitted activity in each of the designated areas at a time. The number of Persons and designated areas may be adjusted based on the operational impact to the Airport.
- f. No permit holder will have the right to exclusive use of any designated area. Authorization for use of areas designated for the permitted activity will be granted

daily on a first come first served basis. The permits are not transferable. In the event that two or more Persons or organizations seek to conduct activities described herein at the same time, the Executive Vice President of Operations and Customer Service or designee will allocate, by lot or other equitable method, the available designated areas or space within those areas between or among them on a daily basis.

4.5 VIOLATIONS BY PERMIT HOLDERS

Any violations of the provisions of Section 4 or Section 2.8 by any Person will cause the termination of the permit under which they are operating. Upon termination, the Person will not be eligible for a new permit for a period of six months. In the event of such termination, the Executive Vice President of Operations and Customer Service or designee will give notice thereof to the holder of the permit by sending a letter, certified mail or by overnight courier, to the address shown on the permit, indicating the reason for the termination.

Upon receipt of the notice of termination described above, any Person whose permit was so terminated must use the appeals process outlined below or waive any of their rights related thereto. Nothing in this Section precludes the CEO or designee from removing from the Airport, Persons in violation of these Rules and Regulations.

4.6 ACTIVITIES DURING EMERGENCIES

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

4.7 APPEALS FROM FIRST AMENDMENT RELATED ACTIONS OR DECISIONS

- a. Upon receipt of a statement of delay or denial or termination of a permit described above, the applicant may submit, within ten days of such occurrence, a written request for review to the CEO. Such request must be sent in writing by certified mail or by overnight courier, and must specify all reasons why the statement, denial or termination should be modified or reversed.

Any request for review filed in compliance with these Rules and Regulations will be reviewed by a fact-finding group whose duty is solely to gather data for the CEO. The group will consist of the Executive Vice President of Operations and Customer Service or designee, relevant staff members, and at least one Authority attorney. The group will present all data gathered in the most efficient manner to the CEO who, after a thorough review of the data, will send a written determination by certified mail or by overnight courier to the Person requesting such review no later than ten days from receipt of request to review.

- b. The CEO's determination is final, unless within ten days from the CEO's determination, the applicant requests in writing, by certified mail, that an informal hearing before the Authority's Board of Directors be held on the matter. If such hearing is requested, the CEO will prepare an independent recommendation to the Authority's Board of Directors. The Authority's Board of Directors will issue a written decision after a presentation by the applicant and the CEO at the hearing.

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

SECTION 5. FIRE AND SAFETY

5.1 GENERAL

- a. All persons using the Airport or the facilities of the Airport must exercise the utmost care to guard against fire and injury to Persons or property.
- b. All applicable codes, standards and recommended practices in the Cities of Plant City and Tampa, Hillsborough County, and the National Fire Protection Association (NFPA) now in existence or hereafter promulgated and not in conflict with these Rules and Regulations, or with the Authority's Policies, Standard Procedures or any Operating Directives or with Federal aviation regulations, are hereby adopted by reference as part of these Rules and Regulations.

5.2 FUELING OPERATIONS

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

5.3 AUTHORITY TO DISPENSE AVIATION FUEL

- a. Only those Persons authorized by the CEO or designee via a current self-fueling permit or those operators authorized to provide such Commercial Activities under an agreement with the Authority may dispense fuel into a public or private Aircraft.
- b. No Person may dispense aviation fuel directly into an automobile or sell fuel for such purposes.
- c. Co-op self-fueling, the sharing of vehicles, employees, or GSE/refueling equipment, and resources, is not permitted.

5.4 LEASEHOLD HOUSEKEEPING

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

5.5 HAZARDOUS MATERIALS

- a. No Person may, without prior permission from the CEO or designee, keep, transport, handle or store at, in or upon the Airport any cargo of explosives or other hazardous articles which are barred from loading in or for transportation by civil Aircraft in the United States under the current provisions of regulations promulgated by the United States Department of Transportation, the FAA, or by any other applicable authority. Compliance with said regulations will not constitute or be construed to constitute a waiver of the required notice or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport. Advance notice of at least 24 hours must be given to the CEO or designee to permit full investigation and clearances for any operation requiring a waiver of these Rules and Regulations.
- b. No Person may offer and no Person may knowingly accept any hazardous article for shipment at the Airport unless the shipment is handled and stored in full compliance with current Federal aviation regulations.
- c. Any Person engaged in the transportation of hazardous articles must have designated personnel at the Airport authorized and responsible for receiving and handling such shipments in compliance with State and Federal regulations.
- d. Any Person engaged in the transportation of hazardous articles must provide

storage facilities which reasonably ensure against unauthorized access or exposure to persons and against damage to shipments while in the Airport.

5.6 STORAGE OF EQUIPMENT

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

5.7 REPAIRING AIRCRAFT

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

5.8 POWDER OR EXPLOSIVE CARTRIDGE ACTIVATED TOOLS

With the exception of the interior of non-Authority owned buildings, no Person may use powder or explosive cartridge activated tools or fastening devices anywhere on the Airport without prior written authorization of the Authority.

SECTION 6. AERONAUTICAL

6.1. GENERAL

a. Interference with Aircraft

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

b. Compliance with Orders

All aeronautical activities at the Airport must be conducted in compliance with the current applicable Federal aviation regulations and these Rules and Regulations, and Authority Policies, Standard Procedures and Operating Directives.

c. Hold Harmless

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

d. Prohibited Operations and Liability

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

e. Denial of Use of Airport

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

the condition of the Airport to be unsafe for landings or take offs, it will be within their authority to issue or cause to be issued, a Notice to Air Missions (NOTAM) closing the Airport or any portion thereof.

f. Aircraft Accidents or Incidents

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

g. Disabled Aircraft

Subject to compliance with appropriate Federal aviation regulations, the Aircraft owner will be responsible for the prompt removal of all disabled Aircraft and parts of such Aircraft at the Airport, as reasonably directed by the Authority.

In the event of owner's failure or refusal to comply with such directions, the disabled Aircraft or any and all parts thereof may be removed by the Authority at the owner's expense and without liability for damage which may result from such removal.

h. Tampering with Aircraft

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

i. Cleaning, Maintenance and Repair of Aircraft

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

j. De-icing of Aircraft

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

k. Hand Propping of Aircraft

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

l. Certification of Aircraft and Licensing of Pilots

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

m. Registration of Aircraft

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

n. Payment of Fees

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

6.2. SPECIAL USE PERMITS

a. The following activities require a Special Use Permit and prior approval by the Authority necessary to ensure the safe and efficient operation of the Airport:

1. powerless Aircraft;
2. banner towing;
3. parachute jumping over or on to the Airport;
4. air shows;
5. ultralight vehicle activity as defined in 14 CFR §103.1;
6. self-fueling;
7. major repair of Aircraft;
8. ballooning;
9. airship operations;
10. special events; and
11. any other activities which may constitute a hazard or disruption to the

normal flow of operations on or within the vicinity of the Airport.

b. Take Offs and Landings

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

c. Preferential Runway Use

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

6.3 AIRCRAFT GROUND RULES

a. Aircraft Parking

1. No Person may Park an Aircraft in any area on the Airport except those designated and in the manner prescribed by the Authority. If any Person uses unauthorized areas for Aircraft parking, the Aircraft parked may be removed by or at the direction of Authority at the risk and expense of the owner.
2. No Aircraft will be left unattended on the Airport unless it is in a hangar or adequately secured.
3. Articles left in Aircraft are the sole responsibility of the Aircraft owner/pilot. Theft or vandalism of said articles are not the Authority's responsibility.

b. Derelict and Abandoned Aircraft

1. No Person may Park or store an Aircraft in a derelict or abandoned condition on Airport property, including leased premises, without written permission from the Authority.
2. No Person will store or retain Aircraft parts or components held as inventory anywhere on the Airport, other than in an enclosed authorized facility or in

a manner approved by the Authority in writing.

3. Whenever any Aircraft is parked, stored or left in a derelict or abandoned condition on the Airport in violation of the provisions of this Section, the Aircraft is subject to removal by the Authority pursuant to Florida Statute Section 705.183.

c. Starting and Running Aircraft Engines

1. No Aircraft engine may be run at the Airport unless a pilot or certified airframe and power plant mechanic qualified to run the engines of that particular type of Aircraft is at the controls and blocks have been placed in front of the wheels or the Aircraft parking brakes are set adequately.
2. No Person may run an engine of an Aircraft parked on the Airport in a manner that could cause injury to Persons, damage to property, or endanger the safety of operation on the Airport.
3. Aircraft engines may be started or operated only in the places and times designated for such purposes by the Authority's Policies, Standard Procedures or Operating Directives.
4. Engine run ups for Aircraft maintenance or purposes other than pre-flight will be conducted in designated areas and during designated hours prescribed by Operating Directive.
5. No Aircraft engine will be run-up or started up while under the roofline of a hangar, whether said hangar is enclosed or not.
6. Noise emanating from Aircraft engines during ground operations must be maintained within the applicable Aircraft engine noise limits promulgated by the Federal government or the Authority, whichever is the most restrictive.

d. Aircraft Taxiing

1. No Person may taxi an Aircraft on the Airport until they have ascertained that there is no danger of collision with any Persons or objects.
2. All Aircraft will be taxied at a safe and reasonable speed.
3. When taxiing Aircraft are converging, the Aircraft involved will pass each other bearing to the right, unless otherwise directed by the control tower, if any.
4. No Aircraft will be taxied into or out of any hangar under its own power.

5. All Aircraft being taxied, towed or otherwise moved on the Airport will proceed with navigational lights on during the hours between sunset and sunrise.

6.4 HELICOPTER OPERATION

In addition to all other Rules and Regulations set out herein, all helicopters must:

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

6.5 USE OF T-HANGARS AND STORAGE HANGARS

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

- a. T-hangars and storage hangars will not be used for any purpose that would constitute a nuisance or interfere in any way with the use and occupancy of other buildings and structures in the neighborhood of the leased premises.
- b. T-hangar and unit storage hangars will be used for storage of Aircraft only. Tenants may not use the premises to store furniture, construction materials or other objects foreign to the intended primary use of the premises.
- c. No items of any nature will be attached to the building, interior or exterior. No Aircraft or Aircraft component may be suspended or lifted utilizing the building or any component of the building.
- d. No alterations will be made to the hangar structure without written approval by the Authority. Alterations are subject to removal by the Authority at tenants' expense, upon 30 days written notice unless the CEO or designee, determining that safety reasons require the waiving of such notice, for the purpose of repair, construction or other purposes deemed necessary by the Authority.

- e. No flammable material or refuse will be stored or allowed to accumulate in hangars, except that tenants may store not more than five gallons of flammable fluids including a reasonable amount of Aircraft lubricants, within the premises, provided that any such storage will be limited to NFPA approved containers or unopened original containers.
- f. Aircraft are not to be washed with running water in hangars when such washing will cause drainage into or through another hangar.
- g. No paint spraying or spraying of any kind will be permitted or the installation of air compressors for any purpose, except that the use of non-electric, non-combustible, air compressor tanks used to inflate Aircraft tires are permitted.
- h. No mechanical maintenance of any nature is permitted without special permission from Authority.
- i. No tools, equipment or material will be used in the hangars that could constitute a fire hazard.
- j. No smoking in hangars is permitted.
- k. Tenants will exercise reasonable care to keep oil, grease or similar products off the floor.
- l. Tenants will see that electric current and water, if available, is not used excessively.
- m. No signs will be erected or painted on the exterior or interior of hangars.
- n. Hangar doors will be kept closed at all times, except when moving Aircraft, working on Aircraft or when Aircraft will be gone for only a short time and at no time will doors be left open at night.
- o. No Aircraft or Motor Vehicle is to be parked by any hangar, in such a manner as to block access to adjoining hangar spaces or to cause inconveniences to other tenants.
- p. The premises are for the private use of tenant and may not be used for any commercial purpose including, but not limited to, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
- q. Tenants will not be permitted to perform repair service on automobiles or automotive equipment of any kind other than an authorized motorized towing vehicle from or at the premises.

SECTION 7. MOTOR VEHICLES

7.1 GENERAL TRAFFIC REGULATIONS

a. Authority

Operation of Motor Vehicles on the Airport will be in compliance with all applicable Federal laws, municipal ordinances, and State laws, including the Florida Uniform Traffic Control Law and these Rules and Regulations. No Person will operate a Motor Vehicle on the Airport without an appropriate valid driver's license.

b. Discharge of Material

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

c. Traffic Signs and Signal Devices

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

d. Pedestrian Right-of-Way

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

e. Motor Vehicle Condition

No Person may operate upon the Airport any Motor Vehicle which:

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

f. Closing or Restricting Use of Airport Roadways

The CEO or designee is authorized to close or restrict the use of all Airport roadways to vehicular traffic in the interest of public safety.

g. Storing, Parking and Repairing Motor Vehicles

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

h. Slow-Moving Motor Vehicles, Equipment and Machinery

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

i. Engine Turn Off

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

j. Any Motor Vehicle entering the Airport will be subject to inspections in accordance with Federal regulations.

7.2 PROCEDURE IN CASE OF ACCIDENTS

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

7.3 SPEED LIMITS

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

7.4 VEHICLE OPERATIONS ON AIR OPERATIONS AND MOVEMENT AREA

a. Permission

No Person may operate a Motor Vehicle on the AOA or Movement Area unless permission based on operational need has been granted by the CEO or designee. Special authorization and training will be required for operation on the Movement Area.

b. Parking

No Motor Vehicle may be parked on any portion of the AOA, except those trucks and other Motor Vehicles necessary for the servicing of Aircraft and the maintenance of the Airport and then only if properly identified in accordance with the Airport Security Plan.

c. Restricted Parking

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

d. Right-of-Way Aircraft

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

7.5 PUBLIC PARKING

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

b. Motor Vehicles will Park in marked spaces only. No Person may Park a Motor Vehicle in any marked parking space in such a manner as to occupy a part of another space.

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

7.6 RESERVED PARKING

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

7.7 ISSUANCE OF TRAFFIC CITATIONS AND TICKETS

- a. Law enforcement officers are authorized to issue traffic citations or parking tickets for violation of any provision of the Florida Uniform Traffic Control Law or these Rules and Regulations governing the operation, loading, unloading or parking of Motor Vehicles on the Airport.

SECTION 8. PENALTIES

8.1 CEASE AND DESIST ORDERS

The CEO or designee may order any Person to cease and desist any activities or conduct in noncompliance with these Rules and Regulations, or any Authority Policies, Standard Procedures or Operating Directives.

8.2 REMOVAL FROM OR DENIAL OF ACCESS TO AIRPORT

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

8.3 APPEALS FROM CEASE AND DESIST ORDERS

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

8.4 REMOVAL OF PROPERTY

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

8.5 REMOVAL OF PERSONS

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

8.6 INTENT

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

8.7 SEVERABILITY

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

SECTION 9. JURISDICTION

9.1 PETER O. KNIGHT AIRPORT

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

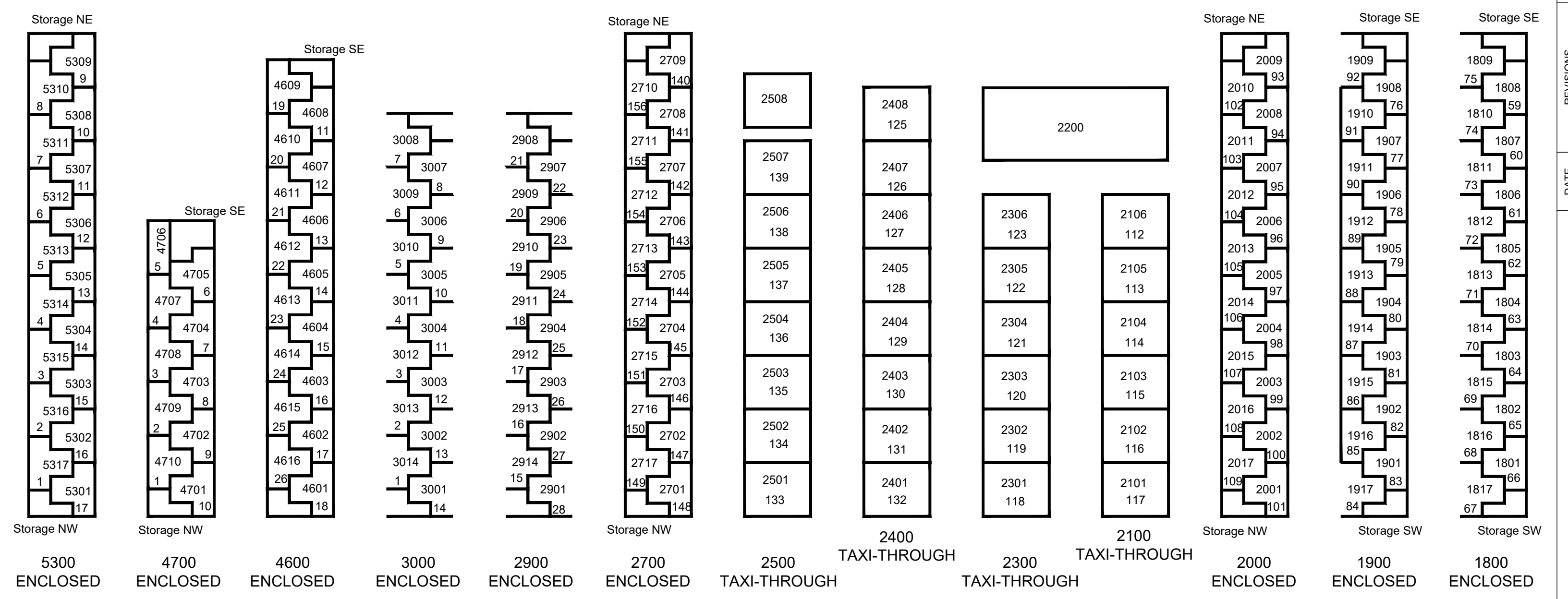
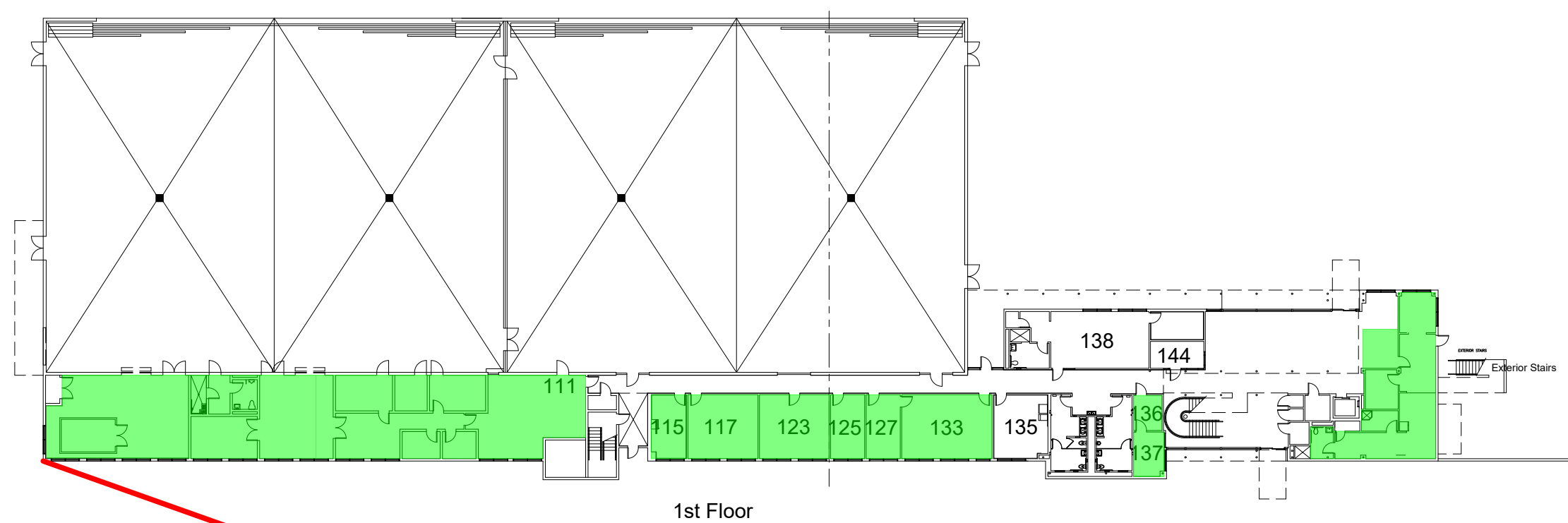
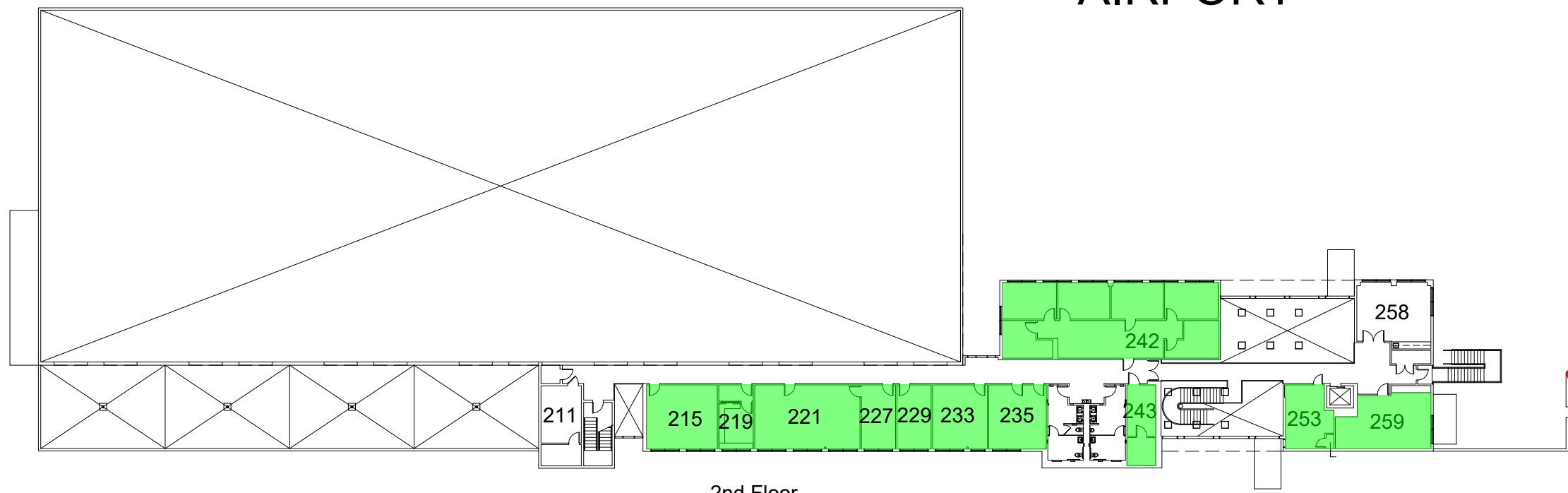
9.2 PLANT CITY AIRPORT

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

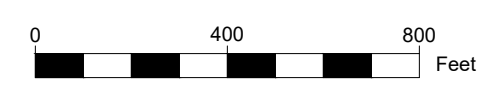
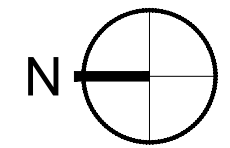
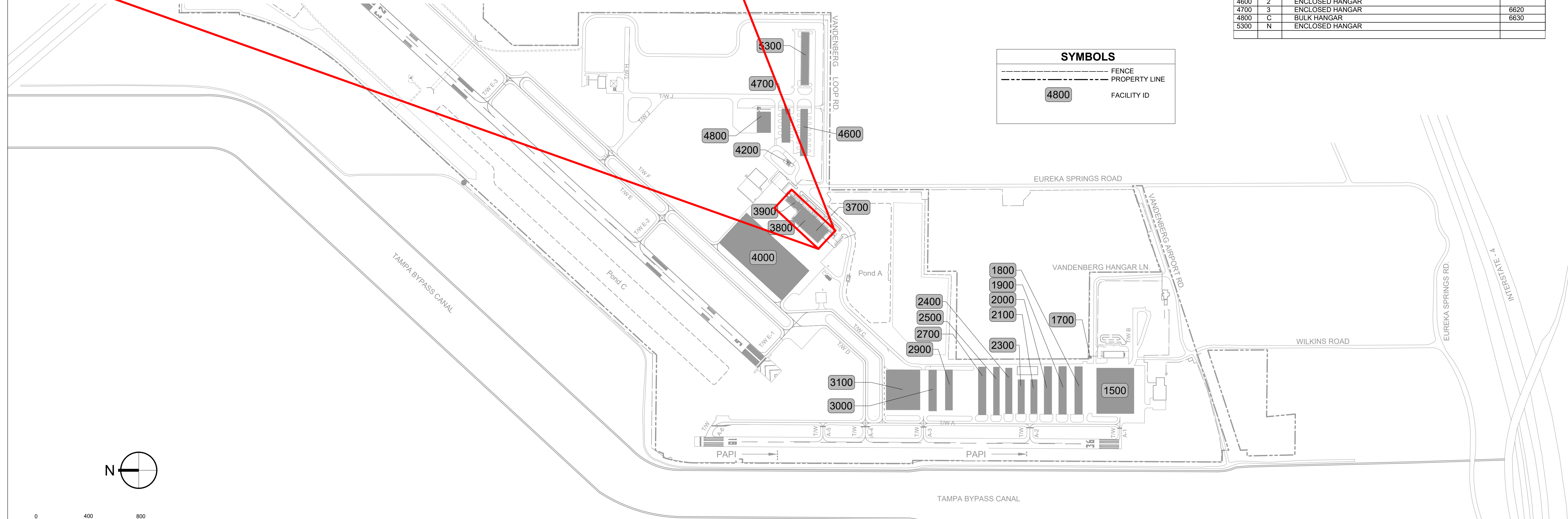
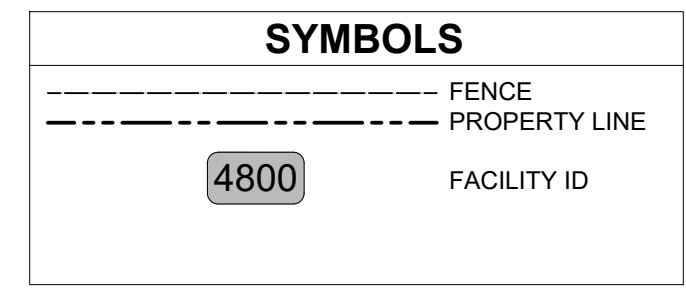
9.3 TAMPA EXECUTIVE AIRPORT

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

EXHIBIT C PREMISES - TAMPA EXECUTIVE AIRPORT



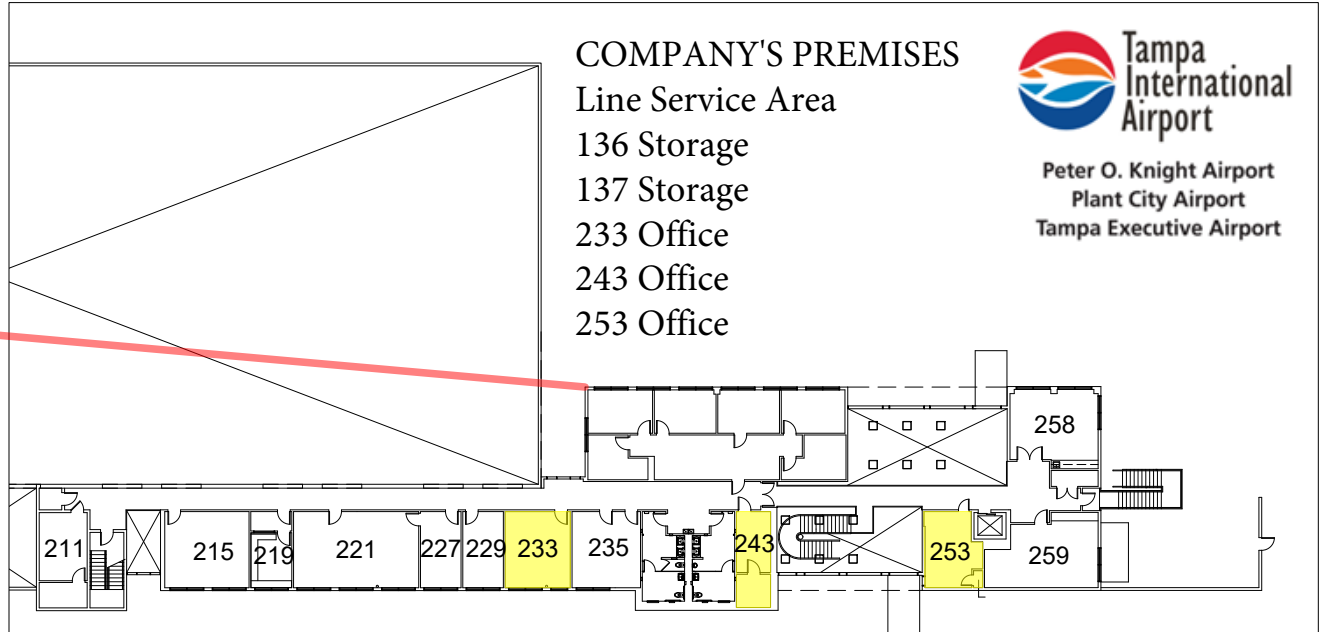
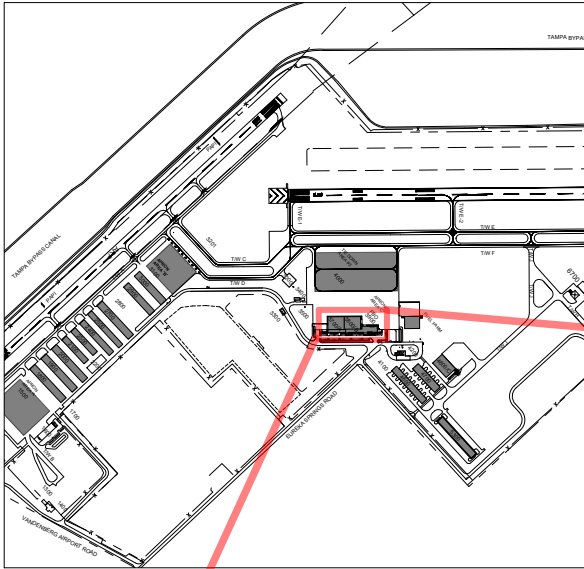
NEW	OLD	DESCRIPTION	ADDRESS
1500		TIE DOWN	
1700	15	PUBLIC RESTROOMS	6005
1800	14	ENCLOSED/OPEN PUSHBACK HANGAR	6010
1900	13	ENCLOSED/OPEN PUSHBACK HANGAR	6020
2000	12	ENCLOSED HANGAR	6030
2100	11	TAXI-THRU HANGAR	6120
2300	10	TAXI-THRU HANGAR	6130
2400	9	TAXI-THRU HANGAR	6210
2500	8	TAXI-THRU HANGAR	6220
2700	7	ENCLOSED HANGAR	6230
2900	5	SHADE HANGAR	6320
3000	4	SHADE HANGAR	6330
3100		TIE DOWN	
3700	2A	FBO MAINTENANCE HANGAR	6530
3800	2B	BULK HANGAR	6530
3900	1	TERMINAL BUILDING	6530
4000		TIE DOWN	
4200	30	FUEL FARM	6580
4600	2	ENCLOSED HANGAR	6620
4700	3	ENCLOSED HANGAR	6620
4800	C	BULK HANGAR	6630
5300	N	ENCLOSED HANGAR	



BY	
REVISIONS	
DATE	
Hillsborough County Aviation Authority Planning & Development	
PROJECT NAME	TAMPA EXECUTIVE AIRPORT FACILITY KEY MAP
SHEET TITLE	FACILITIES MAP
DESIGNED:	
DRAWN:	J.C.
CHECKED:	
HCAA NO.:	
JOB NO.:	
DATE:	10/10/2023
VDF	

FILE NAME: Q:\01 WORK\FW\WRLYN GAUTHIER\FACILITY KEY MAP - VDF_RECOVER.DWG

EXHIBIT D - COMPANY'S PREMISES - Tampa Executive Airport



COMPANY'S PREMISES

Line Service Area

136 Storage

137 Storage

233 Office

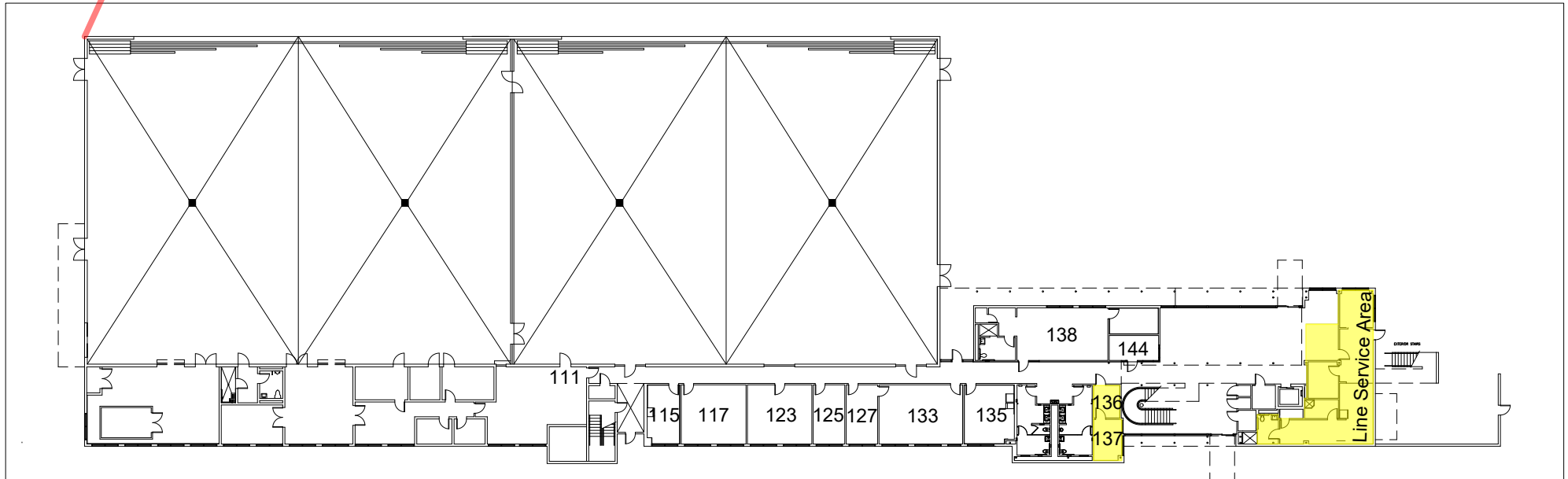
243 Office

253 Office



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

2nd Floor



1st Floor

TAMPA EXECUTIVE AIRPORT – VOLO AVIATION
ENVIRONMENTAL BASELINE REPORT

TAMPA EXECUTIVE AIRPORT
(FDEP Facility ID No.: 298627053)

Prepared by:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT

JUNE 26, 2015

TAMPA EXECUTIVE AIRPORT – VOLO AVIATION
ENVIRONMENTAL BASELINE REPORT

TAMPA EXECUTIVE AIRPORT
(FDEP Facility ID No.: 298627053)

Prepared by:  6/26/15
Keith Fleming, PG, Florida Registration No. 2078
Professional Geologist

Introduction

The Hillsborough County Aviation Authority's (the Authority's) Planning & Development (P&D) Department has completed an environmental review of the Authority-owned leased premises of Volo Aviation, (the site) at Tampa Executive Airport (TEA). This report is the compilation of research including a review of government web-based databases, Authority files and two site visits. Authority staff did not identify any "*recognized environmental conditions*"¹.

Site Description

According to the Authority's website, TEA is located near the I-4/I-75 corridor with easy access to the Florida State Fairgrounds, Seminole Hard Rock Hotel and the Mid Florida Central Credit Union Amphitheater. The facility offers more than 55,000 square feet of modern hangar and office space with additional accommodations supporting 75 T-Hangars, 32 Shade Ports and 110 Tie-Down spots. The site address is 6530 Tampa Executive Airport Road, Tampa, Hillsborough County, Florida 33610. A Site Plan is provided on the Figure.

According to the Hillsborough County Property Appraiser (the Property Appraiser), the site is assigned folio number 062632-0000. The site has historically been utilized as an airport. The site is located within Hillsborough County in Section 31 of Township 28 South and Range 20 East. The geographic coordinates are Latitude 28.0139° N and Longitude 82.3453° W.

The site is bounded to the northwest by interstate I-75. Beyond I-75 is additional airport property and rural and residential properties. Located east and southeast of the site are the undeveloped Eureka Springs landfill site, an undeveloped pasture area, the Hillsborough County Mosquito and Aquatic Weed Control Unit (HCMC), the Hillsborough County Eureka Springs Regional Park, and rural and residential properties. The site is generally bounded on the west by Tampa Bypass Canal and undeveloped land along the banks of the canal. Located south of the site are rural and residential properties. The Authority does not identify any of the adjoining properties or right-of-ways as recognized environmental conditions (RECs), historical RECs (HRECs), or controlled RECs (CRECs) with respect to the site.

Site History and Usage

The site history was investigated through a review Authority real estate files, historical reports and Property Appraiser information. According to historical topographic maps, aerial photographs and HCAA records, prior to development as Vandenberg Airport, the site was a tract of swampy agricultural land called the Harney Flats, which was part of the Six Mile Creek watershed. George Vandenberghe first developed the land in the 1950s. Vandenberghe first built an east-west trending runway that was located at the south end of the present airport. At the east end of the early runway Vandenberghe built several airport buildings including hangars, storage barns and operations facilities.

Vandenberghe later built a north-south runway. The older east-west runway was taken out of service and later demolished. Along the Six Mile Creek, the United States Army Corps of Engineers constructed the Tampa Bypass Canal between 1974 and 1981. Dredge material from the canal project was deposited on the sides of the canal; reportedly dredge material was left along the runway for several years. Several parcels located to the north were built for use as aircraft hangars and storage since approximately 1974. Between 1978 and 2007 the Authority acquired property that now makes up TEA. Starting in 1985, the Authority initiated an expansion which included the construction of Runway 05/23, a new terminal building and new operations facilities. The airport name changed from Vandenberg Airport to TEA in 2009.

Site Reconnaissance

Site visits were conducted by Authority staff on August 26, 2014 and June 26, 2015. The site was visually and physically observed. No physical obstructions were encountered which limited the visual or physical observation of the property.

During the August 26, 2014 site visit, Authority staff observed the fixed base operator (FBO) maintenance hangar, bulk hangar and terminal building, which are identified as buildings 3700, 3800 and 3900, respectively on the Figure. A summary of the inspection findings of the August 26, 2014 inspection are summarized in a report dated August 29, 2014. The report concluded that the overall inspection did not reveal any RECs or violations of Volo Aviation's lease agreement.

During the June 26, 2015 site visit, Authority staff observed the entire airport with the exception of buildings 3700, 3800 and 3900, which were previously observed in August 2014. The June 26, 2015 inspection did not observe any conditions on the airport which are considered RECs or violations of Volo Aviation's lease agreement.

Local, State and Federal Regulatory Issues

On June 23 through 26, 2015 Authority staff conducted a review of Florida Department of Environmental Protection (FDEP) and EPA web-based regulatory records to identify petroleum storage system sites, waste cleanup sites and small quantity generator of hazardous waste (SQG) sites within the site vicinity. The database tools are described at the end of this section.

Tampa Executive Airport's petroleum storage system is identified as assigned facility (FAC) ID No. 298627053 in the FDEP's Map Direct and Oculus databases. FDEP indicates the TEA facility contains two regulated 12,000-gallon aboveground storage tanks (ASTs) which contain 100LL aviation gas and Jet-A aviation fuels. These tanks were installed in August 1999. A Hillsborough County Environmental Protection Commission (EPC) compliance inspection report dated May 15, 2014 indicates the system was in compliance at the time of the inspection. According to the Authority's Spill Prevention, Control, and Countermeasure (SPCC) Manual, six additional unregulated and unregistered ASTs and two oil-water separators exist at TEA. According to the latest SPCC inspection report, all of these systems are currently operating in compliance. In summary, the TEA facility's petroleum storage systems and oil-water separators are not identified as RECs with respect to the site.

The TEA facility formerly contained an underground storage tank (UST) fuel farm in the southern portion of the airport near buildings 1300 and 1400. This former UST system involved two FDEP regulatory program areas, tanks and cleanup. All of the tanks associated with this system have been removed and FDEP issued a site rehabilitation completion order for the cleanup site on October 17, 2008. In summary, the formerly-used UST site is not identified as a REC with respect to the site, but it meets ASTM International's definition of a HREC.

At the time of this writing, two Authority tenants operate petroleum storage systems at TEA. Hillsborough County Sheriff's Office (HCSO) operates a petroleum storage system which is registered under FDEP FAC ID No. 299700194 and consists of one AST. HCMC operates a petroleum storage system which is registered under FDEP FAC ID No. 299809394 and consists of two ASTs. A June 24, 2015 review of FDEP's Oculus electronic document management system indicates both of these systems are currently in compliance. Tenant petroleum storage systems are not identified as RECs with respect to the site.

At the time of this writing, one active tenant and one former tenant have FDEP regulatory files for the management and disposal of potentially hazardous waste under FDEP's SQG program. The active tenant with a SQG file is Hawk Aircraft Painting (Hawk). Hawk is registered under FDEP FAC ID No. FLR000203661. A review of Hawk's file indicates they had a violation in 2013 which was corrected and closed in 2014. The former tenant with a SQG file is Leading Edge Aviation

Services (Leading Edge). Leading Edge is registered under FDEP FAC ID No. FL0000655845. A review of Leading Edge's file indicates they had a violation in 2003 which was corrected and closed in 2005. A June 24, 2015 review of FDEP's Oculus system indicates both of these tenant SQGs are currently in compliance. Tenant SQG operations are not identified as RECs with respect to the site.

The Eureka Springs Landfill site is a former landfill and waste cleanup site which is registered under FDEP FAC ID No #COM_65092. The latest correspondence on the Eureka Springs between FDEP's and Hillsborough County Public Works is dated May 18, 2015. A summary of the 2014 to 2015 site rehabilitation documents indicates that both agencies are working cooperatively to close the open environmental issues associated with the landfill site. The documents indicate that low levels of groundwater exceedances exist on the former landfill site but no groundwater contamination has spread onto TEA. The groundwater parameters of concern include iron, manganese, total dissolved solids, isopropyl benzene, aluminum and chloride. The documents reviewed discuss utilizing existing Authority wells on TEA as part of a background evaluation. Authority staff is familiar with FDEP's background evaluation procedures and believes this indicates the risk of contamination from this potential offsite source is very low. In summary, the Eureka Springs Landfill site is not identified as a REC, HREC or CREC with respect to the site.

On June 24, 2015, Authority staff conducted a web-based database searches of FDEP's Map Direct system which provides access to a large number of FDEP data layers and imagery layers, provides buffer analysis capabilities, provides "drill-down" reporting capabilities, and provides general data browsing. Map Direct was queried to identify petroleum storage system sites, waste cleanup sites and SQG sites within the site vicinity. With respect to the site, TEA and properties adjoining the airport, Map Direct identified properties the query listed:

- two SQG sites (Leading Edge and Hawk),
- two petroleum storage system sites (TEA and HCSO),
- and one waste cleanup site (Eureka Springs Landfill).

None of these facilities identified by Map Direct are identified as a REC with respect to the site.

Authority staff conducted a web-based database search of the federal EPA's EnviroMapper system. According to the EnviroMapper home page, "EnviroMapper is a powerful tool used to map various types of environmental information, including air releases, drinking water, toxic releases, hazardous wastes, water discharge permits, and Superfund sites..." EnviroMapper did not identify any facilities or non-compliance items that were not identified by FDEP's databases.

Conclusions

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

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

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

References

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

Florida Department of Environmental Protection, Map Direct. June 2015.
<http://ca.dep.state.fl.us/mapdirect/gateway.jsp>

Florida Department of Environmental Protection, Oculus System. June 2015.
<http://depedms.dep.state.fl.us/Oculus/servlet/login>

Hillsborough County Aviation Authority, Real estate and tenant files, June 2015.

Hillsborough County Property Appraiser. Hillsborough County Property Appraiser – Property Search. June 2015.
<http://gis.hcpafl.org/propertysearch/#/nav/Basic%20Search>

US Environmental Protection Agency. EPA - EnviroMapper for Envirofacts. June 2015. <http://www.epa.gov/emefdata/em4ef.home>

FIGURE

Hillsborough County Aviation Authority

Monthly Activity Report

Tampa Executive Airport

Aug-23

1800 (14) (8,968 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1801	S-T						\$420.00		(\$420.00)	
1802	S-T						\$420.00		(\$420.00)	
1803	S-T						\$420.00		(\$420.00)	
1804	S-T						\$420.00		(\$420.00)	
1805	S-T						\$420.00		(\$420.00)	
1806	S-T						\$420.00		(\$420.00)	
1807	S-T						\$420.00		(\$420.00)	
1808	S-T						\$420.00		(\$420.00)	
Storage (SE)	470						\$150.00		(\$150.00)	HCAA
Storage (SW)	470						\$150.00		(\$150.00)	
Totals							\$3,660.00	\$0.00	(\$3,660.00)	

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

1800 (14) (9,032 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1809	Pushback						\$238.00		(\$238.00)	
1810	Pushback						\$238.00		(\$238.00)	
1811	Pushback						\$238.00		(\$238.00)	
1812	Pushback						\$238.00		(\$238.00)	
1813	Pushback						\$238.00		(\$238.00)	
1814	Pushback						\$238.00		(\$238.00)	
1815	Pushback						\$238.00		(\$238.00)	
1816	Pushback						\$238.00		(\$238.00)	
1817	Pushback						\$238.00		(\$238.00)	
Totals							\$2,142.00	\$0.00	(\$2,142.00)	

Total Hangars	9	Occupied	0	Vacant	9
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1900 (13) (17,420 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1901	S-T						\$420.00		(\$420.00)	
1902	S-T						\$420.00		(\$420.00)	
1903	S-T						\$420.00		(\$420.00)	
1904	S-T						\$420.00		(\$420.00)	

Exhibit F, Sample VDF Monthly Activity Report

1905	S-T						\$420.00		(\$420.00)	
1906	S-T						\$420.00		(\$420.00)	
1907	S-T						\$420.00		(\$420.00)	
1908	S-T						\$420.00		(\$420.00)	
1910	S-T						\$420.00		(\$420.00)	
1911	S-T						\$420.00		(\$420.00)	
1912	S-T						\$420.00		(\$420.00)	
1913	S-T						\$420.00		(\$420.00)	
1914	S-T						\$420.00		(\$420.00)	
1915	S-T						\$420.00		(\$420.00)	
1916	S-T						\$420.00		(\$420.00)	
Storage (SE)	525						\$420.00		(\$420.00)	
Storage (W)	525						\$420.00		(\$420.00)	
Totals							\$7,140.00	\$0.00	(\$7,140.00)	
Total Hangars	15	Occupied	0	Vacant	15					
Total Storage	2	Occupied	0	Vacant	2					

1900 (13) (2,183 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1909	Pushback						\$238.00		(\$238.00)	
1917	Pushback						\$238.00		(\$238.00)	
Totals							\$476.00	\$0.00	(\$476.00)	
Total Hangars	2	Occupied	0	Vacant	2					

2000 (12) (19,548 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2001	S-T						\$445.00		(\$445.00)	
2002	S-T						\$445.00		(\$445.00)	
2003	S-T						\$445.00		(\$445.00)	
2004	S-T						\$445.00		(\$445.00)	
2005	S-T						\$445.00		(\$445.00)	
2006	S-T						\$445.00		(\$445.00)	
2007	S-T						\$445.00		(\$445.00)	
2008	S-T						\$445.00		(\$445.00)	
2009	S-T						\$445.00		(\$445.00)	
2010	S-T						\$445.00		(\$445.00)	
2011	S-T						\$445.00		(\$445.00)	
2012	S-T						\$445.00		(\$445.00)	
2013	S-T						\$445.00		(\$445.00)	
2014	S-T						\$445.00		(\$445.00)	
2015	S-T						\$445.00		(\$445.00)	
2016	S-T						\$445.00		(\$445.00)	

Exhibit F, Sample VDF Monthly Activity Report

2017	S-T						\$445.00		(\$445.00)	
Storage (NE)	520						\$445.00		(\$445.00)	
Storage (NW)	520						\$445.00		(\$445.00)	
Totals							\$8,455.00	\$0.00	(\$8,455.00)	

Total Hangars 17 Occupied 0 Vacant 17
 Total Storage 2 Occupied 0 Vacant 2

2100 (11) (10,080 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2101	Taxi - Thru						\$312.00		(\$312.00)	
2102	Taxi - Thru						\$312.00		(\$312.00)	
2103	Taxi - Thru						\$312.00		(\$312.00)	
2104	Taxi - Thru						\$312.00		(\$312.00)	
2105	Taxi - Thru						\$312.00		(\$312.00)	
2106	Taxi - Thru						\$312.00		(\$312.00)	
Totals							\$1,872.00	\$0.00	(\$1,872.00)	

Total Hangars 6 Occupied 0 Vacant 6

2300 (10) (10,080 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2301	Taxi - Thru						\$312.00		(\$312.00)	
2302	Taxi - Thru						\$312.00		(\$312.00)	
2303	Taxi - Thru						\$312.00		(\$312.00)	
2304	Taxi - Thru						\$312.00		(\$312.00)	
2305	Taxi - Thru						\$312.00		(\$312.00)	
2306	Taxi - Thru						\$312.00		(\$312.00)	
Totals							\$1,872.00	\$0.00	(\$1,872.00)	

Total Hangars 6 Occupied 0 Vacant 6

2400 (9) (15,977 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2401	Taxi - Thru						\$312.00		(\$312.00)	
2402	Taxi - Thru						\$312.00		(\$312.00)	
2403	Taxi - Thru						\$312.00		(\$312.00)	
2404	Taxi - Thru						\$312.00		(\$312.00)	
2405	Taxi - Thru						\$312.00		(\$312.00)	
2406	Taxi - Thru						\$312.00		(\$312.00)	
2407	Taxi - Thru						\$312.00		(\$312.00)	
2408	Taxi - Thru						\$312.00		(\$312.00)	
Totals							\$2,496.00	\$0.00	(\$2,184.00)	

Total Hangars 8 Occupied 0 Vacant 8

Exhibit F, Sample VDF Monthly Activity Report

2500 (8) (12,280 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2501	Taxi - Thru						\$312.00		(\$312.00)	
2502	Taxi - Thru						\$312.00		(\$312.00)	
2503	Taxi - Thru						\$312.00		(\$312.00)	
2504	Taxi - Thru						\$312.00		(\$312.00)	
2505	Taxi - Thru						\$312.00		(\$312.00)	
2506	Taxi - Thru						\$312.00		(\$312.00)	
2507	Taxi - Thru						\$312.00		(\$312.00)	
Totals							\$2,184.00	\$0.00	(\$2,184.00)	

Total Hangars 7 Occupied 0 Vacant 7

2700 (7) (19,548 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2701	S-T						\$469.00		(\$469.00)	
2702	S-T						\$469.00		(\$469.00)	
2703	S-T						\$469.00		(\$469.00)	
2704	S-T						\$469.00		(\$469.00)	
2705	S-T						\$469.00		(\$469.00)	
2706	S-T						\$469.00		(\$469.00)	
2707	S-T						\$469.00		(\$469.00)	
2708	S-T						\$469.00		(\$469.00)	
2709	S-T						\$469.00		(\$469.00)	
2710	S-T						\$469.00		(\$469.00)	
2711	S-T						\$469.00		(\$469.00)	
2712	S-T						\$469.00		(\$469.00)	
2713	S-T						\$469.00		(\$469.00)	
2714	S-T						\$469.00		(\$469.00)	
2715	S-T						\$469.00		(\$469.00)	
2716	S-T						\$469.00		(\$469.00)	
2717	S-T						\$469.00		(\$469.00)	
Storage (NE)	520						\$150.00		(\$150.00)	HCAA
Storage (NW)	520						\$150.00		(\$150.00)	HCAA
Totals							\$8,273.00	\$0.00	(\$8,273.00)	

Total Hangars 17 Occupied 0 Vacant 17

Total Storage 2 Occupied 0 Vacant 2

2900 (5) (16,016 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
2901	Shade						\$198.00		(\$198.00)	
2902	Shade						\$198.00		(\$198.00)	
2903	Shade						\$198.00		(\$198.00)	

Exhibit F, Sample VDF Monthly Activity Report

2904	Shade						\$198.00		(\$198.00)	
2905	Shade						\$198.00		(\$198.00)	
2906	Shade						\$198.00		(\$198.00)	
2907	Shade						\$198.00		(\$198.00)	
2908	Shade						\$198.00		(\$198.00)	
2909	Shade						\$198.00		(\$198.00)	
2910	Shade						\$198.00		(\$198.00)	
2911	Shade						\$198.00		(\$198.00)	
2912	Shade						\$198.00		(\$198.00)	
2913	Shade						\$198.00		(\$198.00)	
2914	Shade						\$198.00		(\$198.00)	
Totals							\$2,772.00	\$0.00	(\$2,772.00)	

Total Hangars 14 Occupied 0 Vacant 14

3000 (4) (16,016 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
3001	Shade						\$198.00		(\$198.00)	
3002	Shade						\$198.00		(\$198.00)	
3003	Shade						\$198.00		(\$198.00)	
3004	Shade						\$198.00		(\$198.00)	
3005	Shade						\$198.00		(\$198.00)	
3006	Shade						\$198.00		(\$198.00)	
3007	Shade						\$198.00		(\$198.00)	
3008	Shade						\$198.00		(\$198.00)	
3009	Shade						\$198.00		(\$198.00)	
3010	Shade						\$198.00		(\$198.00)	
3011	Shade						\$198.00		(\$198.00)	
3012	Shade						\$198.00		(\$198.00)	
3013	Shade						\$198.00		(\$198.00)	
3014	Shade						\$198.00		(\$198.00)	
Totals							\$2,772.00	\$0.00	(\$2,772.00)	\$0

Total Hangars 14 Occupied 0 Vacant 14

4600 (2) (19,332 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
4601	S-T						\$480.00		(\$480.00)	
4602	S-T						\$480.00		(\$480.00)	
4603	S-T						\$480.00		(\$480.00)	
4604	S-T						\$480.00		(\$480.00)	
4605	S-T						\$480.00		(\$480.00)	
4606	S-T						\$480.00		(\$480.00)	
4607	S-T						\$480.00		(\$480.00)	

Exhibit F, Sample VDF Monthly Activity Report

4608	S-T						\$480.00		(\$480.00)	
4609	S-T						\$480.00		(\$480.00)	
4610	S-T						\$480.00		(\$480.00)	
4611	S-T						\$480.00		(\$480.00)	
4612	S-T						\$480.00		(\$480.00)	
4613	S-T						\$480.00		(\$480.00)	
4614	S-T						\$480.00		(\$480.00)	
4615	S-T						\$480.00		(\$480.00)	
4616	S-T						\$480.00		(\$480.00)	
Storage (E)	545						\$150.00		(\$150.00)	
Storage (W)	545						\$150.00		(\$150.00)	
Totals							\$7,980.00	\$0.00	(\$7,980.00)	

Total Hangars 16 Occupied 0 Vacant 16
 Total Storage 2 Occupied 0 Vacant 2

4700 (3) (14,500 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
4701	L-T						\$654.00		(\$654.00)	
4702	L-T						\$654.00		(\$654.00)	
4703	L-T						\$654.00		(\$654.00)	
4704	L-T						\$654.00		(\$654.00)	
4705	L-T						\$654.00		(\$654.00)	
4706	L-T						\$654.00		(\$654.00)	
4707	L-T						\$654.00		(\$654.00)	
4708	L-T						\$654.00		(\$654.00)	
4709	L-T						\$654.00		(\$654.00)	
4710	L-T						\$654.00		(\$654.00)	
Storage (W)	630						\$150.00		(\$150.00)	
Storage (SE)	630						\$150.00		(\$150.00)	HCAA
Totals							\$6,840.00	\$0.00	(\$6,840.00)	

Total Hangars 10 Occupied 0 Vacant 10
 Total Storage 2 Occupied 0 Vacant 2

Min. Annual Rate \$9.90

3700 (A) (13,037 s.f.)	Bulk (L x W)	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
	6519						\$5,378.18		(\$5,378.18)	
	2633						\$2,172.23		(\$2,172.23)	
	1419						\$1,170.68		(\$1,170.68)	
	1419						\$1,170.68		(\$1,170.68)	
							\$0.00		\$0.00	
							\$0.00		\$0.00	

Exhibit F, Sample VDF Monthly Activity Report

Office	Sq. Ft. of Units	Last Name	First Name	2020 Minimum Rent per Unit	Tenant Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
Office Suite 111 (3900B)	3,571					\$0.00		\$0.00	
Office Suite 117 (3900A)	362					\$0.00		\$0.00	
Office Suite 123 (3900A)	361					\$0.00		\$0.00	
Office Suite 125 (3900A)	181					\$0.00		\$0.00	
Office Suite 127 (3900A)	181					\$0.00		\$0.00	
Office Suite 133 (3900A)	465					\$0.00		\$0.00	
Office Suite 215 (3900A)	363					\$0.00		\$0.00	
Office Suite 219 (3900A)	181					\$0.00		\$0.00	
Office Suite 221 (3900A)	557					\$0.00		\$0.00	
Office Suite 227 (3900A)	181					\$0.00		\$0.00	
Office Suite 229 (3900A)	181					\$0.00		\$0.00	
Office Suite 233 (3900A)	285					\$0.00		\$0.00	
Office Suite 235	301					\$0.00		\$0.00	
Office Suite 242	1,326					\$0.00		\$0.00	
Office Suite 243	221					\$0.00		\$0.00	
Office Suite 253	231					\$0.00		\$0.00	
Office Suite 259	406					\$0.00		\$0.00	
Totals	9,354					\$0.00	\$0.00	\$0.00	

Total	17	Occupied	0	Vacant	17
Office Total by SF	9,354	Occupied	0	Vacant	9,354

5300 (N) (21,438 s.f.)	Type Hangar	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
5301	L-T						\$457.00		(\$457.00)	
5302	L-T						\$457.00		(\$457.00)	
5303	L-T						\$457.00		(\$457.00)	
5304	L-T						\$457.00		(\$457.00)	
5305	L-T						\$457.00		(\$457.00)	
5306	L-T						\$457.00		(\$457.00)	
5307	L-T						\$457.00		(\$457.00)	
5308	L-T						\$457.00		(\$457.00)	
5309	L-T						\$457.00		(\$457.00)	
5310	L-T						\$457.00		(\$457.00)	
5311	L-T						\$457.00		(\$457.00)	
5312	L-T						\$457.00		(\$457.00)	
5313	L-T						\$457.00		(\$457.00)	
5314	L-T						\$457.00		(\$457.00)	
5315	L-T						\$457.00		(\$457.00)	
5316	L-T						\$457.00		(\$457.00)	

Exhibit F, Sample VDF Monthly Activity Report

5317	L-T						\$457.00		(\$457.00)	
Storage (E)	525						\$150.00		(\$150.00)	
Storage (W)	525						\$150.00		(\$150.00)	HCAA
Totals							\$8,069.00	\$0.00	(\$8,069.00)	

Total Hangars 17 Occupied 0 Vacant 17
 Total Storage 2 Occupied 0 Vacant 2

Tie Down 1500 (A)	Type	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1	Tie Down						\$28.00		(\$28.00)	
2	Tie Down						\$28.00		(\$28.00)	
3	Tie Down						\$28.00		(\$28.00)	
4	Tie Down						\$28.00		(\$28.00)	
5	Tie Down						\$28.00		(\$28.00)	
6	Tie Down						\$28.00		(\$28.00)	
7	Tie Down						\$28.00		(\$28.00)	
8	Tie Down						\$28.00		(\$28.00)	
9	Tie Down						\$28.00		(\$28.00)	
10	Tie Down						\$28.00		(\$28.00)	
11	Tie Down						\$28.00		(\$28.00)	
12	Tie Down						\$28.00		(\$28.00)	
13	Tie Down						\$28.00		(\$28.00)	
14	Tie Down						\$28.00		(\$28.00)	
15	Tie Down						\$28.00		(\$28.00)	
16	Tie Down						\$28.00		(\$28.00)	
17	Tie Down						\$28.00		(\$28.00)	
18	Tie Down						\$28.00		(\$28.00)	
19	Tie Down						\$28.00		(\$28.00)	
20	Tie Down						\$28.00		(\$28.00)	
21	Tie Down						\$28.00		(\$28.00)	
22	Tie Down						\$28.00		(\$28.00)	
23	Tie Down						\$28.00		(\$28.00)	
24	Tie Down						\$28.00		(\$28.00)	
25	Tie Down						\$28.00		(\$28.00)	
26	Tie Down						\$28.00		(\$28.00)	
27	Tie Down						\$28.00		(\$28.00)	
28	Tie Down						\$28.00		(\$28.00)	
29	Tie Down						\$28.00		(\$28.00)	
30	Tie Down						\$28.00		(\$28.00)	
31	Tie Down						\$28.00		(\$28.00)	
32	Tie Down						\$28.00		(\$28.00)	

Exhibit F, Sample VDF Monthly Activity Report

33	Tie Down						\$28.00		(\$28.00)	
34	Tie Down						\$28.00		(\$28.00)	
35	Tie Down						\$28.00		(\$28.00)	
36	Tie Down						\$28.00		(\$28.00)	
37	Tie Down						\$28.00		(\$28.00)	
38	Tie Down						\$28.00		(\$28.00)	
39	Tie Down						\$28.00		(\$28.00)	
40	Tie Down						\$28.00		(\$28.00)	
41	Tie Down						\$28.00		(\$28.00)	
42	Tie Down						\$28.00		(\$28.00)	
43	Tie Down						\$28.00		(\$28.00)	
44	Tie Down						\$28.00		(\$28.00)	
45	Tie Down						\$28.00		(\$28.00)	
46	Tie Down						\$28.00		(\$28.00)	
47	Tie Down						\$28.00		(\$28.00)	
48	Tie Down						\$28.00		(\$28.00)	
Totals							\$1,344.00	\$0.00	(\$1,344.00)	

Total Tie Downs 48 Occupied 0 Vacant 48

Tie Down 3100 (B)	Type	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1	Tie Down						\$28.00		(\$28.00)	
2	Tie Down						\$28.00		(\$28.00)	
3	Tie Down									
4	Tie Down						\$28.00		(\$28.00)	
5	Tie Down						\$28.00		(\$28.00)	
6	Tie Down						\$28.00		(\$28.00)	
7	Tie Down						\$28.00		(\$28.00)	
8	Tie Down						\$28.00		(\$28.00)	
9	Tie Down						\$28.00		(\$28.00)	
10	Tie Down						\$28.00		(\$28.00)	
11	Tie Down						\$28.00		(\$28.00)	
12	Tie Down						\$28.00		(\$28.00)	
13	Tie Down						\$28.00		(\$28.00)	
14	Tie Down						\$28.00		(\$28.00)	
15	Tie Down						\$28.00		(\$28.00)	
16	Tie Down						\$28.00		(\$28.00)	
17	Tie Down						\$28.00		(\$28.00)	
18	Tie Down						\$28.00		(\$28.00)	
19	Tie Down						\$28.00		(\$28.00)	
20	Tie Down						\$28.00		(\$28.00)	

Exhibit F, Sample VDF Monthly Activity Report

21	Tie Down						\$28.00		(\$28.00)	
22	Tie Down						\$28.00		(\$28.00)	
23	Tie Down						\$28.00		(\$28.00)	
24	Tie Down						\$28.00		(\$28.00)	
25	Tie Down						\$28.00		(\$28.00)	
26	Tie Down						\$28.00		(\$28.00)	
Totals							\$700.00	\$0.00		

Total Tie Downs 26 Occupied 5 Vacant 21

Tie Down 4000 (C)	Type	Tail Number	Aircraft Type	Last Name	First Name	Aircraft Owner Address	Minimum Monthly Rate	Actual Monthly Rate	Variance	Notes
1	Tie Down						\$43.00		(\$43.00)	
2	Tie Down						\$43.00		(\$43.00)	
3	Tie Down									
4	Tie Down						\$43.00		(\$43.00)	
5	Tie Down						\$43.00		(\$43.00)	
6	Tie Down						\$43.00		(\$43.00)	
7	Tie Down						\$43.00		(\$43.00)	
8	Tie Down						\$43.00		(\$43.00)	
9	Tie Down						\$43.00		(\$43.00)	
10	Tie Down						\$43.00		(\$43.00)	
11	Tie Down						\$43.00		(\$43.00)	
12	Tie Down						\$43.00		(\$43.00)	
13	Tie Down						\$43.00		(\$43.00)	
14	Tie Down						\$43.00		(\$43.00)	
15	Tie Down						\$43.00		(\$43.00)	
16	Tie Down						\$43.00		(\$43.00)	
17	Tie Down						\$43.00		(\$43.00)	
18	Tie Down						\$43.00		(\$43.00)	
19	Tie Down						\$43.00		(\$43.00)	
20	Tie Down						\$43.00		(\$43.00)	
21	Tie Down						\$43.00		(\$43.00)	
22	Tie Down						\$43.00		(\$43.00)	
23	Tie Down						\$43.00		(\$43.00)	
24	Tie Down						\$43.00		(\$43.00)	
25	Tie Down						\$43.00		(\$43.00)	
26	Tie Down						\$43.00		(\$43.00)	
27	Tie Down						\$43.00		(\$43.00)	
28	Tie Down						\$43.00		(\$43.00)	
29	Tie Down						\$43.00		(\$43.00)	
30	Tie Down						\$43.00		(\$43.00)	

Exhibit F, Sample VDF Monthly Activity Report

31	Tie Down						\$43.00		(\$43.00)	
32	Tie Down						\$43.00		(\$43.00)	
33	Tie Down						\$43.00		(\$43.00)	
34	Tie Down						\$43.00		(\$43.00)	
35	Tie Down						\$43.00		(\$43.00)	
36	Tie Down						\$43.00		(\$43.00)	
37	Tie Down						\$43.00		(\$43.00)	
38	Tie Down						\$43.00		(\$43.00)	
39	Tie Down						\$43.00		(\$43.00)	
40	Tie Down						\$43.00		(\$43.00)	
41	Tie Down						\$43.00		(\$43.00)	
42	Tie Down						\$43.00		(\$43.00)	
43	Tie Down						\$43.00		(\$43.00)	
44	Tie Down						\$43.00		(\$43.00)	
45	Tie Down						\$43.00		(\$43.00)	
46	Tie Down						\$43.00		(\$43.00)	
47	Tie Down						\$43.00		(\$43.00)	
48	Tie Down						\$43.00		(\$43.00)	
Totals							\$2,021.00	\$0.00	(\$2,021.00)	

Total Tie Downs 48 Occupied 0 Vacant 48

T-Hangar Totals							\$50,417.00	\$0.00
Pushback							\$2,618.00	\$0.00
Taxi-Thru							\$8,424.00	\$0.00
Shade							\$5,544.00	\$0.00
Bulk Totals							\$7,587.53	\$0.00
Total Revenue							\$74,590.53	\$0.00

Office							\$0.00	\$0.00
Total Office by SF	9,354	Occupied	0	Vacant	9,354			

							% Occupancy	FINANCE	
S-T Hangars	73	Occupied	0	Vacant	73		0%	Hangar 3700 (A)	0.00
L-T Hangars	27	Occupied	0	Vacant	27		0%	Hangar 3800 (B)	0.00
Total Enclosed	100	Occupied	0	Vacant	100		0%	Hangar 4800 (C)	0.00
								Hangar 5300 (N)	0.00
Shade Hangars	28	Occupied	0	Vacant	28		0%	Hangar 4600 (2)	0.00
Pushback	11	Occupied	0	Vacant	11		0%	Hangar 4700 (3)	0.00
Taxi - Thru	27	Occupied	0	Vacant	27		0%	All other Hangars (1800-3000) (4-14)	0.00
Total Shade	66	Occupied	0	Vacant	66		0%	TOTAL	0.00

Exhibit F, Sample VDF Monthly Activity Report

Total Bulk by SF	39,849	Occupied	28,790	Vacant	11,059		72%
Storage	14	Occupied	0	Vacant	14		0%
Tie Downs	122	Occupied	5	Vacant	117		4%

EXHIBIT G - MAINTENANCE OBLIGATIONS
Tampa Executive Airport

C = Company
A = Authority

Space	Type	Total Building Sq. Ft.	Sq. Ft. or Number of Units	Terminal Building and Assoc. Hangars												
				HVAC	Fire Protection	Interior Light Bulbs	Interior Light Fixtures	Exterior Lighthst, Inc. Bulbs	Exterior Window Cleaning	Interior Window Cleaning	Elevator Maint.	Janitorial	Floor Covering Replacent	Structural Maintenance	Exterior Skin, Inc. Roof	
Hangar 3700 (A) Commercial Operations	Bulk	13,037	13,037	n/a	A	A	A	A	n/a	n/a	n/a	C	A	A	A	
Hangar 3800 (B) Commercial Operations	Bulk	13,037	13,037	n/a	A	A	A	A	n/a	n/a	n/a	C	A	A	A	
Office Suite 111 (3900/B)	Office	3,571	3,571	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 117/123 (3900/A)	Office	723	723	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 125 (3900/A)	Office	181	181	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 127 (3900/A)	Office	181	181	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 133 (3900/A)	Office	465	465	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 136 (3900/A)	Office	79	79	A	A	C	A	A	A	n/a	n/a	C	A	A	A	
Office Suite 137 (3900/A)	Office	106	106	A	A	C	A	A	A	n/a	n/a	C	A	A	A	
Office Suite 215 (3900/A)	Office	363	363	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 219 (3900/A)	Office	181	181	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 221/223 (3900/A)	Office	557	557	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 227 (3900/A)	Office	181	181	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 229 (3900/A)	Office	181	181	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 233 (3900/A)	Office	285	285	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 235	Office	301	301	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 242	Office	1,326	1,326	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 243	Office	221	221	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 253	Office	231	231	A	A	C	A	A	A	C	n/a	C	A	A	A	
Office Suite 259	Office	406	406	A	A	C	A	A	A	C	n/a	C	A	A	A	
Line Service Area	Office	977	977	A	A	C	A	A	A	C	n/a	C	A	A	A	
Public Areas of Terminal Building	Public Areas			A	A	A	A	A	A	A	A	C	A	A	A	

Airport Wide

- Sewer Lift Station A is responsible for maintenance.
- Fuel Farm Maintenance C is responsible for all day to day maintenance.
- Aircraft Wash Rack A is responsible for capital improvements.
- Electric Gates A is responsible for maintenance.
- Fence A is responsible for maintenance.
- Tie Downs A is responsible for maintenance of permanent structure.
C is responsible for tie down devices.
- Pavement A is responsible for maintenance.
- Mowing A is responsible for maintenance.
- Landscaping and Irrigation A is responsible for maintenance.
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Tampa Executive Airport

C = Company
A = Authority

Space	Type	Total Building Sq. Ft.	Sq. Ft. or Number of Units	HVAC, if provided by Auth.	Fire Protection	Interior Light Bulbs	Interior Light Fixtures	Exterior Lightht, Inc. Bulbs	Exterior Window Cleaning	Interior Window Cleaning	Interior Cleaning or Janitorial	Hangar Floor / Cleaning and Cosmetic	Hangar Floor Structural	Hangar / Ped Door Maintenance	Structural Maintenance	Exterior Skin, Inc. Roof
Hangar 3700 (A) Commercial Operations	Bulk	13,037	13,037	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
Hangar 3800 (B) Commercial Operations	Bulk	13,037	13,037	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
Hangar 4800 (C) Commercial Operations	Bulk	13,775	3,775	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
Building 1700 Outside Bathroom	Public	160	160	A	A	C	A	A	C	C	C	C	A	A	A	A
Hangars 1800 (14)	Small T-Hangars	18,000	8	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
	Push-Backs		9	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
	Storage SE HCAA		1	A	A	A	A	A	n/a	n/a	A	A	A	A	A	A
	Storage SW		1	A	A	C	A	A	n/a	n/a	C	C	A	A	A	A
Hangars 1900 (13)	Small T-Hangars	19,602	15	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
	Push-Backs		2	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
	Storage		2	A	A	C	A	A	n/a	n/a	C	C	A	A	A	A
Hangars 2000 (12)	Small T-Hangars	19,548	17	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
	Storage		2	A	A	C	A	A	n/a	n/a	C	C	A	A	A	A
Hangars 2100 (11)	Taxi Thru Hangars	10,080	6	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
Hangars 2300 (10)	Taxi Thru Hangars	10,080	6	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
Hangars 2400 (9)	Taxi Thru Hangars	15,977	7	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
	Taxi Thru Hangars - Large		1	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
Hangars 2500 (8)	Taxi Thru Hangars	12,280	6	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
	Taxi Thru Hangars - Large		1	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
Hangars 2700 (7)	Small T-Hangars	19,548	17	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
	Storage NE HCAA		1	A	A	A	A	A	n/a	n/a	A	A	A	A	A	A
	Storage NW HCAA		1	A	A	A	A	A	n/a	n/a	A	A	A	A	A	A
Hangars 2900 (5)	Shade	16,016	14	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
Hangars 3000 (4)	Shade	16,016	14	A	A	A	A	A	n/a	n/a	C	C	A	n/a	A	A
Hangars 4600 (2)	Small T-Hangars	19,332	16	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
	Storage		2	A	A	C	A	A	n/a	n/a	C	C	A	A	A	A
Hangars 4700 (3)	Large T-Hangars	14,500	10	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
	Storage W		1	A	A	C	A	A	n/a	n/a	C	C	A	A	A	A
	Storage SE HCAA		1	A	A	A	A	A	n/a	n/a	A	A	A	A	A	A
Hangars 5300 (N)	Large T-Hangars	21,438	17	A	A	A	A	A	n/a	n/a	C	C	A	A	A	A
	Storage E		1	A	A	C	A	A	n/a	n/a	C	C	A	A	A	A
	Storage W HCAA		1	A	A	A	A	A	n/a	n/a	A	A	A	A	A	A
Tie Down 1500	Tie Down			n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	A	n/a	
Tie Down 3100	Tie Down			n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	A	n/a	
Tie Down 2800	Tie Down			n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	A	n/a	
Tie Down 4000	Tie Down			n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	A	n/a	

Airport Wide

- Sewer Lift Station A is responsible for maintenance.
- Fuel Farm Maintenance C is responsible for all day to day maintenance.
A is responsible for capital improvements.
- Aircraft Wash Rack A is responsible for maintenance.
- Electric Gates A is responsible for maintenance.
- Fence A is responsible for maintenance.
- Tie Downs A is responsible for maintenance of permanent structure.
C is responsible for tie down devices.
- Pavement A is responsible for maintenance.
- Mowing A is responsible for maintenance.
- Landscaping and Irrigation A is responsible for maintenance.
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EXHIBIT H – FUEL FARM MAINTENANCE OBLIGATIONS Tampa Executive Airport (VDF)

It is the Parties' intention that Company will perform the daily and regular maintenance on the fuel farm at VDF. Said maintenance includes repairing and replacing items typically used in the day to day fueling operations that may be damaged due to wear and tear, including but not limited to:

1. Hoses, filters, and nozzles
2. Ground wire(s)
3. Buckets and funnels
4. Hand pumps
5. Deadman switch

This Exhibit shall not limit any responsibility that Company has pursuant to Article 10, Maintenance Obligations of Authority.

Authority will repair and replace items typically considered capital in nature or any major repairs not mentioned in the paragraph above, including, but not limited to:

1. Piping
2. Pump and filtration system
3. Power coupling (a/k/a "love joy" coupling)
4. Electrical and electronic
5. Flow meters and gauges
6. Clay-Valve
7. Corrosion treatment and paint
8. Faded safety signage



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

Exhibit I
Scrutinized Company Certification



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods of services of \$1 million or more.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Signature

Title

Printed Name

Date