

AMENDMENT NO. 1 TO USE AND LEASE AGREEMENT
FOR FUEL FACILITIES AND PIPELINE

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

EDELWEISS AIR A.G. CO.

_____, 2019

Prepared by:

Real Estate Department
Attn.: Rebecca E. Waterman
Hillsborough County Aviation Authority
P. O. Box 22287
Tampa, FL 33622

AMENDMENT NO. 1 TO USE AND LEASE AGREEMENT
FOR FUEL FACILITIES AND PIPELINE
TAMPA INTERNATIONAL AIRPORT

This Amendment No. 1 to that certain Use and Lease Agreement for Fuel Facilities and Pipeline, by and between Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida (“Authority”) and EDELWEISS AIR A.G. CO., a corporation organized and existing under the laws of the Country of Switzerland and authorized to do business in the State of Florida (“Company”) (hereinafter individually and collectively referred to as “Party” or “Parties”), is entered into this _____ day of _____, 2019.

WITNESSETH:

WHEREAS, Authority and Company entered into a Use and Lease Agreement for Fuel Facilities and Pipeline (the “Agreement”) for the operation, maintenance, lease, and service of Fuel Facilities owned by Authority, including the right to certain pipeline rights of way in the operation thereof serving Tampa International Airport (“Airport”); and

WHEREAS, since entering into the Agreement, Fuel Committee has upgraded the Fuel Facilities on four occasions, entering into Memorandum of Understandings with Authority to repay Authority for the sums Authority financed in connection with said upgrades; and

WHEREAS, this Amendment No. 1 (“Amendment No. 1”) amends the Agreement to extend the term of the Agreement for five years, updates the Demised Premises and payments therefore, updates insurance requirements, and updates certain administrative provisions.

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

1. The above recitals are true and correct and are incorporated herein.
2. Article 1, Definitions, Section 1.3, Fuel or Fueling Facilities, is hereby deleted in its entirety and replaced with the following:
 - 1.3 Fuel or Fueling Facilities – The bulk fuel storage facility on the Airport, consisting of above ground storage tanks; pumps, filters, valves, connecting piping, storage and shop

buildings, control room, transmission lines, hydrant loop piping around each airside terminal, hydrant valves and controls, along with miscellaneous structures and equipment necessary for a fully functioning jet fuel storage facility and underground hydrant system, serving the ramps and aprons at each airside terminal and common or segregated air cargo facilities, as further depicted on Exhibit "B" – Map of Fuel Facilities System at the Airport, which is attached hereto and incorporated herein by reference, as may be modified throughout the term of this Agreement.

3. Article 3, Demised Premises and Operating Area, Section 3.1, Demised Premises, is hereby deleted in its entirety and replaced with the following:

3.1 Demised Premises

In addition to the Fuel Facilities described in Article 1, Paragraph 1.3, Company hereby agrees to lease in common with others from the Authority land containing approximately 226,076 square feet, more or less, underlying the Fuel Storage Facilities, the location of which is further described on Exhibit "B" attached hereto and incorporated herein by reference. The elements described in Paragraphs 1.3, 3.1, 3.2 and 3.3 shall be hereinafter collectively referred to as the "Demised Premises".

4. Article 3, Demised Premises and Operating Area, Section 3.2, Pipeline Right of Way, is hereby deleted in its entirety and replaced with the following:

3.2 Pipeline Right of Way

Authority hereby grants to Company the right to use in common with others a pipeline right of way, the location and description of which is designated on Exhibit "B" and Exhibit "C"- Pipeline Right of Way, attached hereto and incorporated herein by reference.

The Pipeline Right of Way is 124,206 square feet, and is calculated as a three foot corridor along the 41,402 linear feet of pipeline leading from the Fuel Storage Facilities to each end location as follows:

<u>Ending Location</u>	<u>Linear Feet from Fuel Storage Facilities</u>
Federal Express	9,860 linear feet
Airside A	8,667 linear feet
Airside C	10,952 linear feet
Airsides E and F	11,923 linear feet

5. Article 3, Demised Premises and Operating Area, Section 3.4, Condition of Demised Premises, is hereby deleted in its entirety and replaced with the following:

The condition of the Demised Premises is described in the Evaluation of Jet A Fuel Systems Report prepared by URSGWC, dated February 1999; the TFC Fuel System Hydraulic Analysis Report Tampa International Airport Fuel Farm Renovations prepared by Prime Engineering Incorporated, dated September 2013; the API 570 Report Review & Recommendations, prepared by Currier Engineering Management Consulting, dated July 1, 2019; and in the collected Environmental Audit Reports of the Demised Premises, all of which are collectively referred to as "Assessment Reports" and listed in Exhibit "D" attached hereto and incorporated herein by reference.

6. Article 5, Term, is hereby deleted in its entirety and replaced with the following:

This Agreement shall become effective upon approval by the Authority and shall run for a term of twenty-five (25) years retroactive to October 1, 1999 and terminating on September 30, 2024.

7. Article 6, Payments, Section 6.1, Ground Rent for the Term, is hereby deleted in its entirety and replaced with the following:

6.1 Ground Rent for the Demised Premises

The Ground Rent for the Demised Premises due throughout the term of the Agreement shall be paid by Agent on Company's behalf in equal monthly installments, in advance on or before the first day of each and every month, without demand or invoice. The Ground Rent for the Demised Premises starting on October 1, 2019 is \$174,376.40, payable at \$14,531.37 monthly ("Ground Rent for the Demised Premises"). The Ground Rent for Demised Premises is calculated as follows:

Unimproved land totaling 226,076 square feet at \$0.70 per square foot per year, which rent is \$158,253.20 annually, payable at \$13,187.77 monthly; and

Aeronautical vehicular pavement at Fuel Storage Facilities totaling 37,026 square feet at \$0.10 per square foot per year, which rent is \$3,702.60 annually, payable at \$308.55 monthly; and

Pipeline Right of Way corridor totaling 124,206 square feet at \$0.10 per square foot per year, which rent is \$12,420.60 annually, payable at \$1,035.05 monthly.

8. Article 6, Payments, Section 6.2, Ground Rental Adjustment, is hereby deleted in its entirety and replaced with the following:

6.2 Adjustment to the Ground Rent for the Demised Premises

Commencing on October 1, 2020 and on every October 1 of each year of the term of this Agreement thereafter, the Ground Rent for the Demised Premises will increase by 2.15%. The rental rate following the adjustment shall remain in effect until the next adjustment.

9. Article 6, Payments, Section 6.3, Fuel Facilities, Subsection (A)(1) is hereby deleted in its entirety and replaced with the following:

- (1) Rent for the Fuel Facilities is comprised of Fuel Storage Facilities Rent and Improvements Payments Rent.

(a) Fuel Storage Facilities Rent

The annual rent for the Fuel Storage Facilities is \$394,042.82, payable at \$32,836.90 monthly ("Fuel Storage Facilities Rent").

(b) Improvements Payments Rent

Monthly payments of the following items, as set forth in certain agreements between the Fuel Committee and Authority, as more particularly described in Exhibit E, Fuel System Rates and Charges, which payments survive the termination of this Agreement (collectively, "Improvements Payments Rent"):

- (i) Expansion of System – East Cargo Area to Emery, executed by Fuel Committee on behalf of Company and by Authority, dated July 2002, in the final amount of \$3,802,040 amortized over 30 years at 8% interest, payable in monthly payments of \$27,898.02, with a final payment date of June 2030; and
- (ii) Expansion of System – East Cargo Area to Federal Express, executed by Fuel Committee on behalf of Company and by Authority, dated March 2003, in the final amount of \$613,155 amortized over 30 years at 8% interest, payable in monthly payments of \$4,499.11, with a final payment date of February 2033; and

- (iii) Secondary Containment for Fuel Storage Tanks – Improvement costs set forth in that certain Memorandum of Understanding for Secondary Containment of Fuel Storage Tanks, executed by Fuel Committee on behalf of Company and by Authority, dated December 18, 2008, in the final amount of \$4,696,086.84 amortized over 20 years at 7.25% interest, payable in monthly payments of \$37,116.74, with a final payment date of December 2028; and
- (iv) Amended Memorandum of Understanding for Bulk Fuel Storage Facility Upgrades – Improvement costs set forth in that certain Memorandum of Understanding for Fuel Facility Upgrades, executed by Fuel Committee on behalf of Company and by Authority, dated July 29, 2014, as amended, in the final amount of \$9,759,800 amortized over 20 years at 5% interest, payable in monthly payments of \$64,777.61, with a final payment date of December 2036;

Plus

Any residual costs not covered by Passenger Facility Charges (“PFCs”) or Airport Improvement Program (“AIP”) Grants or any other federal, State, or local programs, depending on the project, will be charged back to Company and amortized over the expected life of the improvement at 8%.

10. Article 6, Payments, Section 6.5, Place of Payments, is hereby added to the Agreement:

6.5 Place of Payments

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

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

or

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

or

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

11. Article 19, Insurance, is hereby deleted in its entirety and replaced with the following:

ARTICLE 19
INSURANCE

19.1 Insurance Terms and Conditions

The Company must maintain (or cause to be maintained) 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, will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, and employees are included as additional insureds.

19.2 Limits and Requirements

A. Workers' Compensation/Employer's Liability

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

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

B. Commercial General Liability

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

will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of the Demised Premises by, or on behalf of, the Company in connection with this Agreement. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage will be provided on a form no more restrictive than ISO Form CG 20 11 01 96 and CG 20 37 10 01. The Commercial General Liability coverage may be satisfied using an Aviation Liability policy.

Agreement Specific

General Aggregate	\$250,000,000
Each Occurrence	\$250,000,000
Personal and Advertising Injury	
Each Occurrence	\$250,000,000
Products and Completed Operations	
Aggregate	\$250,000,000

C. Business Auto Liability

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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D. Property Insurance for the Fuel Facilities

Authority will maintain such insurance at all times. Said policy will insure all improvements now or hereafter located on the Demised Premises in an amount equal to the Replacement Cost Value of such improvements. The Company agrees to reimburse the Authority for the amount of any deductible applicable to any loss covered by the Authority's Property Insurance and sustained against the improvements located on the Demised Premises. However, such obligation to reimburse Authority for deductibles under Authority's Property Insurance shall not exceed \$250,000.00 in any one loss or occurrence.

E. Environmental Insurance (Pollution)

Such insurance will be maintained by the Company, or caused by the Company to be maintained by the Agent, 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. The Company will provide and maintain environmental coverage from the inception of the Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three (3) years of the end of this Agreement. If the Company is unable to produce a Policy acceptable to Authority, Authority may purchase and provide such coverage, with the premium to be paid by the Company on a monthly basis as part of the Company's rents and fees, with no responsibility for Authority as to the financial responsibility of the insurance company used or the coverages provided. The limits of coverage will be:

Each Occurrence	\$5,000,000
Policy Aggregate	\$10,000,000

F. Personal Property Insurance - Contents

The Company is responsible for insuring its own personal property, including any contents, improvements, or betterments. The Authority reserves the right to obtain copies of all insurance policies that may serve as a source of recovery for damages.

19.3 Waiver of Subrogation

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

19.4 Conditions of Acceptance

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

12. Article 20, Damage or Destruction, is hereby deleted in its entirety and replaced with the following:

ARTICLE 20

DAMAGE OR DESTRUCTION

20.1 Partial Damage

If any part of Demised Premises, or adjacent facilities directly and substantially affecting the use of Demised Premises, shall be partially damaged by fire or other casualty, without regard to fault, and said circumstances do not render Demised Premises untenable as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. No abatement of rentals shall accrue to Company so long as Demised Premises remain tenantable. Notwithstanding anything to the contrary, the Authority shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.2 Substantial Damage

If any part of Demised Premises, or adjacent facilities directly and substantially affecting the use of Demised Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Demised Premises untenable but capable of being repaired, as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. Without limiting the rights of the Authority pursuant to 20.4 herein, if such repairs have not been commenced by Authority within 90 days of such damage, Company shall have the option to terminate its agreement related to those facilities so damaged. In such case, the rentals payable hereunder with respect to the affected Demised Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenable bears to total Demised Premises until such time as such affected Demised Premises shall be restored adequately for Company's use. Notwithstanding anything to the contrary, the Authority shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.3 Destruction

- A. If any part of Demised Premises, or adjacent facilities directly and substantially affecting the use of Demised Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Demised Premises not economically feasible to repair, as reasonably determined by Authority, Authority shall notify Company within a period of forty-five (45) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, Authority shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Demised Premises shall be paid up to the time of such damage and thereafter shall abate until such time as replacement or reconstructed space becomes available for use by Company.
- B. In the event Authority elects to reconstruct or replace affected Demised Premises, Authority shall use its best efforts to provide Company with alternate facilities reasonably acceptable to Company to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for comparable space.
- C. In the event Authority elects to not reconstruct or replace affected Demised Premises, the agreement for the affected premises shall be terminated and Authority shall meet and consult with Company on ways and means to provide Company with adequate replacement space for affected Demised Premises. In such event, Authority agrees to amend this Agreement to reflect related additions and deletions to Demised Premises.
- D. Notwithstanding anything to the contrary, the Authority shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.4 Damage Caused by Company

In the event that due to the negligence or willful act or omission of Company, its employees, its agents, or licensees, the Demised Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rents during the repair or replacement

of said Demised Premises. Notwithstanding anything to the contrary, the Company shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.5 Authority's Responsibilities

Authority's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article shall in any event be limited to restoring affected Demised Premises to substantially the same condition that existed at the date of damage or destruction, provided that Authority shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items owned by Company.

13. Article 26, Americans with Disabilities Act, is hereby deleted in its entirety and replaced with the following:

ARTICLE 26

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.

14. Article 28, Nondiscrimination, is hereby deleted in its entirety and replaced with the following:

ARTICLE 28

NON-DISCRIMINATION

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

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

28.1 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

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

28.2 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

1. Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 28.2(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Company for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of Company's non-compliance with the non-discrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Agreement, in whole or in part.
6. Incorporation of Provisions: Company will include the provisions of paragraphs one through five of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Company may request Authority to enter into any litigation to protect the interests of Authority. In addition,

Company may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

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

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

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

15. Article 42, Attorneys' Fees and Costs, is hereby deleted in its entirety and replaced with the following:

ARTICLE 42

Reserved.

16. Article 44, Payments Notices and Communications, is hereby deleted in its entirety and replaced with the following:

ARTICLE 44

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to the Companies 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 two (2) business days after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO Authority:

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

Or

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

TO Company:

With a Copy to

(MAIL OR HAND DELIVERY)

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

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

17. Article 46, Exclusive Rights, is hereby deleted in its entirety and replaced with the following:

ARTICLE 46
NON-EXCLUSIVE RIGHTS

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

18. Article 50, Authority Approvals, is hereby added:

ARTICLE 50
AUTHORITY APPROVALS

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

19. The attached Reports are hereby added to Exhibit "D":

1. API 570 Report Review & Recommendations, prepared by Currier Engineering Management Consulting, dated July 1, 2019; and
2. TFC Fuel System Hydraulic Analysis Tampa International Airport Fuel Farm Renovations, prepared by Prime Engineering Incorporated, dated September 27, 2013.

The Parties hereby acknowledge and agree that no contamination is disclosed by and no environmental remediation is recommended or required by either of the foregoing reports hereby added to Exhibit "D".

20. Exhibit "E" is hereby deleted in its entirety and replaced with the attached Exhibit "E".
21. Exhibit "F", Standard Procedure S250.06, Contractual Insurance Terms and Conditions, is hereby added to this Agreement.
22. Except as stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may be amended only by written instrument signed by both Parties.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

By: _____
Gary W. Harrod, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Gary W. Harrod in the capacity of Chairman, and by Lesley "Les" Miller, Jr. in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

EDELWEISS AIR A.G. CO

Signed in the presence of:

i.V. Mannes

Witness
HEIKO MANNES

Print Name

i.V. N. Borcherding

Witness
NAINE BORCHERDING

Print Name

By: [Signature]

Title: HEAD OF FUEL MANAGEMENT
THORSTEN LUFT LHG

Print Name

Print Address **Thorsten Luft**
Vice President
Deutsche Lufthansa AG Corporate Fuel Management
Fuel Management (Lufthansa Group) - HAM FH/F
Postfach 63 03 00
22313 Hamburg

EDELWEISS AIR A.G. CO.
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____ in the capacity of _____, at EDELWEISS AIR A.G.
CO., on its behalf. He is (personally known to me / not personally known to me) and has produced the
following document of identification _____.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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