

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE WITH IMPROVEMENTS

HILLSBOROUGH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
HILLSBOROUGH COUNTY SHERIFF'S OFFICE

TAMPA EXECUTIVE AIRPORT

Board Date: _____, 2016

PREPARED BY:

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

TABLE OF CONTENTS

<u>Article Number</u>	<u>Article Title</u>
1	Recitals
2	Premises
3	Uses and Restrictions
4	Term
5	Payments
6	Obligations of Lessee
7	Maintenance and Repair
8	Improvements and Alterations by Lessee
9	Title to Improvements
10	Default and Termination
11	Disclaimer of Liens
12	Utilities
13	Ingress and Egress
14	Indemnification
15	Insurance
16	Security for Payment
17	Property Damage
18	Compliance with Laws, Regulations, Ordinances, Rules
19	FAA Approval
20	Environmental
21	Americans with Disabilities Act
22	Non-Discrimination
23	Non-Exclusive Rights
24	Right to Develop Airport
25	Right of Entry
26	Right of Flight
27	Property Rights Reserved
28	Signs
29	Assignment and Subleasing
30	Mortgage Rights of Lessee
31	Lessee Tenancy
32	Condemnation
33	Surrender of Premises
34	No Acceptance of Surrender
35	Personal Property

TABLE OF CONTENTS (continued)

<u>Article Number</u>	<u>Article Title</u>
36	Applicable Law and Venue
37	Authority Approvals
38	Attorneys' Fees and Costs
39	Invalidity of Clauses
40	Headings
41	Notices and Communications
42	Subordination to Trust Agreement
43	Federal Right to Reclaim
44	Radon Gas Notification
45	Relationship of the Parties
46	Non-Exclusive Rights
47	Miscellaneous
48	Time is of the Essence
49	Complete Agreement
50	Multiple Counterparts
51	Authorization; Electronic Signatures
Exhibit A-1	General Location of Premises
Exhibit A-2	Premises Detail
Exhibit A-3	Legal Description and Sketch
Exhibit B	Environmental Baseline Report

HILLSBOROUGH COUNTY AVIATION AUTHORITY
GROUND LEASE WITH IMPROVEMENTS
TAMPA EXECUTIVE AIRPORT

THIS GROUND LEASE WITH IMPROVEMENTS (hereinafter referred to as "Lease"), is made and entered into this ___ day of _____, 2016, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida (hereinafter referred to as "Authority"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the HILLSBOROUGH COUNTY SHERIFF'S OFFICE, a State of Florida constitutional officer (hereinafter referred to as "Sheriff") (County and Sheriff are hereinafter collectively referred to as "Lessee") (all of which are hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

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

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

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

WHEREAS, the Parties desire to set forth the terms and conditions of this Lease and the roles and responsibilities of each of the Parties hereto, with the rights and responsibilities of Lessee referring to the County and Sheriff jointly and severally.

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

ARTICLE 1
RECITALS

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

ARTICLE 2
PREMISES

2.01 Premises

Authority hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Authority certain real property with improvements, including miscellaneous outbuildings designated for Lessee's exclusive use, described as follows:

- A. Land of approximately 108,376.76 square feet (2.49 acres more or less), on which approximately 28,949 square feet of asphalt pavement has been constructed, along with certain other miscellaneous improvements; and
- B. A pre-engineered hangar building of approximately 13,600 square feet comprised of:
 - 1) Hangar space of approximately 10,000 square feet; and
 - 2) Administrative support area of approximately 3,600 square feet;

The general location of such real property is depicted on Exhibit A-1, General Location of Premises, dated August 2016, more particularly detailed on Exhibit A-2, Premises Detail, dated August 2016, and legally described on Exhibit A-3, Legal Description and Sketch, dated March 11, 2008, all of which are attached hereto and by this reference made a part hereof (hereinafter collectively referred to as "Premises").

2.02 Triple Net Lease

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

ARTICLE 3
USES AND RESTRICTIONS

3.01 Permitted Uses

- A. Lessee will use the Premises solely and exclusively as a non-commercial hangar for the purpose of:
 - (1) providing storage for aircraft owned or leased by Lessee and operated solely in connection with the internal conduct of Lessee's non-commercial business of

providing police services to the citizens of Hillsborough County, Tampa, Florida (hereinafter referred to as "Lessee's Aircraft");

- (2) maintaining, repairing, servicing, testing, overhauling and cleaning of Lessee's Aircraft, engines, assemblies, accessories, component parts and aviation-related mobile and other equipment;
- (3) loading, unloading and delivering repair parts, supplies and other personal property related to the operation of Lessee's Aircraft;
- (4) loading, unloading and taxiing of Lessee's Aircraft;
- (5) purchasing, storing and using fuels, oils, lubricants and other supplies necessary for the operation of Lessee's Aircraft;
- (6) parking vehicles owned or operated by personnel, patrons, guests or invitees of Lessee; and
- (7) providing office space and meeting space related to non-commercial flight operations.

- B. Lessee has the right and privilege, during the term of this Lease, to utilize any existing above-ground fuel farm facility for its own use and to fuel Lessee's Aircraft with its own personnel.
- C. Lessee will conduct its operations of any fuel farm facilities in such a manner as will meet all federal, state, and local requirements, and further will reduce to a minimum any spillage, overflowing or escaping of gases, petroleum or petroleum products to that which is reasonably practicable, considering the nature and extent of Lessee's operations. Lessee will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County, and with Authority's Spill Response and Notification Guidelines and all applicable safety regulations at the Airport that may be adopted by Authority. Upon termination or expiration of this Lease as provided herein, Lessee will, upon the request of Authority, remove any and all fuel farm facilities and restore the Premises so that any portion of the Premises affected by such removal has been restored to its condition prior to the installation of such facilities.

3.02 Restrictions

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

3.03 Exclusions and Reservations

- A. Nothing in this Article will be construed as authorizing Lessee to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article.
- B. Lessee will not use or permit the use of the Premises for commercial aviation, for hire, or which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial aviation activities in the general aviation commercial areas of the Airport.
- C. No aviation fuel or propellant may be purchased, stored, or handled on the Premises except in accordance with Standard Procedures or Operating Directives issued by Authority or by an aviation fuel vendor authorized under contract by Authority to provide such fueling service upon the Airport.
- D. Lessee will not sell, transfer, or deliver fuel from any fuel farm facility to any aircraft or to any tank or delivery device for the purpose of transferring to an aircraft other than Lessee's Aircraft.
- E. Lessee will not install additional fuel storage facilities without the prior written approval of Authority.
- F. Lessee will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport; and Lessee will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Policies, Rules, Regulations, Standard Procedures, and Operating Directives.
- G. The rights and privileges granted to Lessee pursuant to this Article will be subject to any and all Policies, Rules, Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- H. Lessee will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease. If such act, or failure to act on the part of Lessee, will cause cancellation of any such policy, Lessee will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Lessee does or permits to be done any act not expressly permitted under this Lease, or fails to do any act required under this Lease, that causes an increase in Authority's insurance premiums, Lessee will immediately remedy such actions and pay the

increase in premiums, upon notice from Authority to do so; but in any event, Lessee will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

- I. Lessee will not park nor store any of its operational or disabled vehicles on any area other than the Premises. In the event Lessee fails to remove any of its operational or disabled vehicles as expeditiously as possible, Authority may, but will not be obligated to, cause the removal of such vehicles. Lessee will pay to Authority, upon receipt of invoice, the costs incurred for such removal plus ten percent (10%). Nonpayment of such invoice will be deemed a default of this Lease, pursuant to the Default and Termination Article.
- J. Except as provided elsewhere in this Lease, nothing in this Lease will be construed as establishing exclusive rights, operational or otherwise, to Lessee.
- K. Any and all rights and privileges not specifically granted to Lessee for its use of and operations at the Airport pursuant to this Lease are hereby reserved for and to Authority.

ARTICLE 4

TERM

4.01 Effective Date

This Lease will become effective upon execution by the Hillsborough County Board of County Commissioners and approval and execution by Authority (hereinafter referred to as "Effective Date").

4.02 Term

The initial term of this Lease commences January 1, 2017 and terminates December 31, 2021, unless terminated earlier as provided herein.

4.03 Commencement of Rent

The Rents, fees and other charges due hereunder will commence on January 1, 2017, and will continue throughout the initial term of this Lease and any renewal terms, unless this Lease is terminated as provided herein.

4.04 Termination

This Lease may be terminated by Authority, with or without cause, upon 180 days written notice to Lessee. This Lease may be terminated by Lessee, with or without cause, if Lessee is not in default

of any terms of this Lease or in the payment of any Rents, fees and other charges to Authority, upon 180 days written notice to Authority. In the event any such notice of termination is given, the termination of this Lease will be effective 180 days from the date of the notice or such later date as set forth in the notice of termination.

4.05 Renewal Options

If Lessee is not in default of any terms of this Lease or in the payment of any Rents, fees and other charges to Authority, this Lease may be renewed at the terms and conditions stated hereunder for three five-year periods upon written request by Lessee at least 90 days prior to the Lease's expiration and written approval by Authority's Chief Executive Officer or designee. Such renewal will be effective by letter without formal amendment to this Lease. If all such renewal options are requested by Lessee and approved by Authority, this Lease will have a final termination date of December 31, 2037.

ARTICLE 5
PAYMENTS

For the rights and privileges granted herein, Lessee agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable Rents, fees and other charges on or before the first day of each and every month, unless otherwise specified, throughout the term for the Premises. For any period of less than one calendar month that this Lease is in effect, the Rents will be calculated on a pro rata basis.

5.01 Rents

The total annual rent for the Premises as shown below will be payable in monthly installments plus any applicable taxes, commencing on January 1, 2017 (hereinafter referred to as "Rents"). The Rents for the Premises represent the current rental rate as determined by Authority and are calculated as follows:

<u>Beginning Date</u>	<u>Ending Date</u>	<u>Annual</u>	<u>Monthly</u>
January 1, 2017	December 31, 2017	\$93,390.34	\$7,782.53
January 1, 2018	December 31, 2018	\$96,790.34	\$8,065.86
January 1, 2019	December 31, 2019	\$100,190.34	\$8,349.19
January 1, 2020	December 31, 2020	\$103,590.34	\$8,632.53
January 1, 2021	December 31, 2021	\$106,990.34	\$8,915.86

Paragraphs A-D below are a detailed breakdown of the Rents as set forth above.

- A. 108,376.76 square feet of land at \$0.22 per square foot per year = \$23,842.89, payable at \$1,986.91 per month;
- B. 28,949 square feet of asphalt pavement at \$0.05 per square foot per year = \$1,447.45, payable at \$120.62 per month;
- C. 10,000 square feet of hangar space at the rates shown below; and

<u>Beginning Date</u>	<u>Ending Date</u>	<u>PSF</u>	<u>Annual</u>	<u>Monthly</u>
January 1, 2017	December 31, 2017	\$3.75	\$37,500.00	\$3,125.00
January 1, 2018	December 31, 2018	\$4.00	\$40,000.00	\$3,333.33
January 1, 2019	December 31, 2019	\$4.25	\$42,500.00	\$3,541.67
January 1, 2020	December 31, 2020	\$4.50	\$45,000.00	\$3,750.00
January 1, 2021	December 31, 2021	\$4.75	\$47,500.00	\$3,958.33

- D. 3,600 square feet of administrative support area at the rates shown below.

<u>Beginning Date</u>	<u>Ending Date</u>	<u>PSF</u>	<u>Annual</u>	<u>Monthly</u>
January 1, 2017	December 31, 2017	\$8.50	\$30,600.00	\$2,550.00
January 1, 2018	December 31, 2018	\$8.75	\$31,500.00	\$2,625.00
January 1, 2019	December 31, 2019	\$9.00	\$32,400.00	\$2,700.00
January 1, 2020	December 31, 2020	\$9.25	\$33,300.00	\$2,775.00
January 1, 2021	December 31, 2021	\$9.50	\$34,200.00	\$2,850.00

5.02 Adjustment of Rents and Fees

Before commencement of any renewal option period, the fair market rental value of the Premises will be determined by appraisal, the reasonable cost of which will be shared equally by County and Authority. The appraisal will be performed by a competent, independent, certified general appraiser, authorized to do business in the State of Florida, selected by Authority and approved by Lessee. Authority will, upon receipt, transmit the appraisal to Lessee along with the invoice for payment of Lessee's share of the cost. The Rents for the Premises for the first year of each renewal option period will then be adjusted in accordance with the appraisal and will be increased one percent (1%) on January 1st each year thereafter.

5.03 Fuel Flowage Fee

Lessee will pay Authority five (\$0.05) cents per gallon on aircraft fuel delivered to any fuel farm facility located on the Premises. The fuel flowage fee will be paid monthly, on or before the tenth (10th) day of the month succeeding the month in which said charges accrue and will be submitted with copies of delivery tickets to verify and substantiate such deliveries. The fuel flowage fee is an Airport use assessment that is consistent with Authority's policy of charging users of the Airport, including Lessee, a fee to recover costs of maintaining and operating the Airport. The amount of the Airport use assessment may be subject to change by Authority from time to time, and any changes that are made in the Airport use assessment will be set out in writing to Lessee with the effective date thereof at least 120 days in advance of such effective date.

5.04 Rents, Fees, and Other Charges a Separate Covenant

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

5.05 Interest on Delinquent Charges or Fees

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

5.06 Place of Payments

Lessee will submit all payments required by this Lease 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
2nd Level, Red Side
Tampa, Florida 33607

ARTICLE 6
OBLIGATIONS OF LESSEE

6.01 Business Operations

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

6.02 Conduct of Employees and Invitees

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

6.03 Equipment and Vehicle Parking

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

6.04 Sound Level

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

6.05 Garbage, Debris, or Waste

Lessee will promptly remove from the Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Lessee will use extreme care when affecting removal of all such waste.

6.06 Nuisance

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

6.07 Excessive Load

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

6.08 Flammable Liquids

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

6.09 Frequency Protection

Should Lessee install any type of radio transceiver or other wireless communications equipment, Lessee will provide frequency protection within the aviation air/ground VHF frequency band and

the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Lessee's equipment. Should interference occur as a result of Lessee's installation, Authority reserves the right to shut down Sheriff's installation until appropriate remedies to the interference are made by Lessee. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Lessee's expense.

6.10 Permits and Licenses

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

6.11 Disabled Aircraft

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

6.12 Vapor or Smoke

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

ARTICLE 7

MAINTENANCE AND REPAIR

7.01 Authority's Responsibilities

Authority will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Authority retains the right, after giving reasonable advance notice to Lessee, to enter

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

7.02 Lessee's Responsibilities

Lessee will, throughout the term, assume responsibility for all repair and maintenance on the Premises, whether such repair or maintenance is ordinary or extraordinary, and without limiting the generality hereof:

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

- H. Submit all paint colors to Authority for written approval prior to application.

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

7.03 Required Scheduled Maintenance to Premises

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

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

7.04 End of Term Maintenance Conditions

In addition to the scheduled maintenance required under this Article, Lessee will maintain the Premises to ensure that, at the end of the term of this Lease, the condition of the Premises will be in a good state of repair and will comply, at a minimum, with the following conditions:

- A. The fixed improvements will be structurally sound.
- B. The roof will be free of leaks.

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

7.05 Maintenance Records and Warranty Information

Records of all performed maintenance will be forwarded to Authority upon request. Copies of any warranty information will be forwarded to Authority. Copies will be forwarded as outlined in the Notices and Communications Article of this Lease.

7.06 Quality of Maintenance

Authority will be the sole judge of the quality of maintenance. Authority or its authorized agents may at any reasonable time, with reasonable notice, enter upon the Premises to determine if maintenance satisfactory to Authority is being done. If it is determined that maintenance is not satisfactory, Authority will so notify Lessee in writing with an estimate of the cost of performing such maintenance. Lessee shall have 60 days to perform satisfactory maintenance or Lessee will be in default of this Lease. However, the 60-day time period shall be extended as reasonably necessary and agreed to by Lessor and Lessee should the delay not be within Lessee's control.

7.07 Reimbursement of Authority Made Repairs

If Lessee fails to perform Lessee'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 Lessee, afforded Lessee a period of 60 days within which to correct the failure. Notwithstanding anything to the contrary in this Lease, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises by Lessee or Lessee's agent. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Lessee will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within 10 days of receipt of invoicing therefor. Failure of Lessee to pay will be a condition of default under the Default and Termination Article of this Agreement.

ARTICLE 8
IMPROVEMENTS AND ALTERATIONS BY LESSEE

8.01 Written Approval

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

8.02 Conditions

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

- A. Lessee will obtain at Lessee's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including the state, county, city and Authority.
- B. Lessee agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual, and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. Lessee agrees to hire only licensed contractors and subcontractors.
- D. Lessee 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 Lessee or were required by Authority or any other regulatory agency.
- E. Lessee agrees to be solely responsible for any damage to the Premises, common use areas, or Airport property resulting from Lessee's construction of improvements or alterations.

8.03 Petroleum Storage Systems

In the event Lessee constructs a petroleum storage system, Lessee 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. Lessee will construct the petroleum storage system in such a manner as will meet all federal, state, or local requirements, including but not limited to the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapters 62-761 and 62-762, Florida Administrative Code (FAC), the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced. Upon termination or expiration of this Lease as provided herein, upon instruction by Authority's Chief Executive Officer or designee, Lessee will remove any and all petroleum storage systems and oil-water separators and restore the Premises to condition prior to installation or as approved by Authority.

8.04 Completion of Improvements

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

ARTICLE 9

TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Authority or Lessee (with or without the consent of Authority) upon the Premises, including but not limited to, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like that, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of Authority upon termination of the Lease (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises or, at Authority's sole option, Authority may require Lessee to remove any improvements installed by Lessee without Authority's approval, and restore the Premises to their original condition. Title to all personal property, furnishings, wireless access points and trade fixtures will be and remain with Lessee and will be removed from the Premises upon termination or expiration of this Lease. Lessee will pay any costs associated with the restoration of the Premises to their original condition upon such removal.

ARTICLE 10
DEFAULT AND TERMINATION

10.01 Events of Default

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

- A. The failure or omission by Lessee to perform its obligations under this Lease or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Lease or by any other agreement between Authority and Lessee, and Lessee's failure to discontinue that business or those acts within 30 days of receipt by Lessee of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Lessee's assets.
- D. The divestiture of Lessee's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Lessee; or if Lessee 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 Lessee of a voluntary petition of bankruptcy or the institution of proceedings against Lessee for the adjudication of Lessee as bankrupt pursuant thereto.
- F. Lessee's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

10.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following 30 days' notice by Authority and Lessee'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 Lessee's rights under this Lease and, in accordance with law, take possession of the Premises. Authority will not be deemed to have thereby accepted a surrender of the

Premises, and Lessee will remain liable for all payments due or other sums due under this Lease and for all damages suffered by Authority because of Lessee's breach of any of the covenants of this Lease; or

- B. Treat this Lease as remaining in existence, curing Lessee's default by performing or paying the obligation that Lessee breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Lessee's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or 12% per annum, whichever is greater, to the maximum extent permitted by law; or
- C. Declare this Lease to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Lessee in the Premises will end.

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

10.03 Continuing Responsibilities of Lessee

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

10.04 Lessee's Remedies

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

ARTICLE 11 DISCLAIMER OF LIENS

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

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

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises or common use areas for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Lessee, Lessee 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 Lessee or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Lessee contests to conclusion the claim giving rise to such lien.

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

ARTICLE 12

UTILITIES

12.01 Utility Infrastructure

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

12.02 Upgraded Utility Infrastructure

If Lessee requires infrastructure beyond what currently exists or is available to be extended to the Premises' boundary, Lessee 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 the County, the City of Tampa, or Authority for maintaining such infrastructure.

12.03 Utility Services

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

12.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

ARTICLE 13
INGRESS AND EGRESS

13.01 Use of Public Way

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

13.02 Methods of Ingress or Egress

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

ARTICLE 14
INDEMNIFICATION

14.01 To the extent authorized by Florida law and preserving all immunities, privileges and limitations of liability set forth in Section 768.28, Florida Statutes, Lessee agrees to defend, indemnify and hold harmless Authority, its officers, Board members, agents and employees, from and against any and all liability, claims, demands expenses, fees, fines, penalties, law suit proceedings, actions, costs and cause of actions, including attorney fees, of any kind or nature whatsoever arising out of or in any way connected with the negligent acts of Lessee in connection with the provisions of this Lease.

14.02 To the extent authorized by Florida law and preserving all immunities, privileges and limitations of liability set forth in Section 768.28, Florida Statutes, Authority agrees to defend, indemnify and hold harmless Lessee, its officers, members, agents and employees, from and against any and all liability, claims, demands expenses, fees, fines, penalties, law suit proceedings, actions, costs and cause of actions, including attorney fees, of any kind or nature whatsoever arising out of or in any way connected with the negligent acts of Authority in connection with the provisions of this Lease.

ARTICLE 15
INSURANCE

Lessee is a self-insured political subdivision of the State of Florida and a State of Florida constitutional officer with regard to general liability, automobile liability and property damage and agrees to apply same when necessary and appropriate in order to protect the Authority from claims based on bodily injury, property damage, occurrence covering premises/operations, products/completed operations, personal/advertising injury, contract, independent contractors, broad form property damage, automobile liability and Workers' Compensation claims (including Employers' Liability) covering Lessee's employees, resulting from Lessee's negligent actions or omissions on the Premises. The obligations of Lessee to protect Authority will be limited to the extent of the monetary limits provided by the waiver of sovereign immunity established by Florida Statute Section 768.28; however, if the monetary limits provided by Florida Statute Section 768.28 are not applicable to the claim, Lessee's obligation to protect Authority will not be limited by such monetary limits. Authority agrees to add the structure to its insurance policy as of January 1, 2017; however, the Authority reserves the right to incorporate the Premises into a self-insurance program in the future.

ARTICLE 16
SECURITY FOR PAYMENT

16.01 Payment Security Requirements

- A. Unless Lessee has maintained an agreement similar to this Agreement with Authority during the 18 months prior to the effective date of this Agreement without the occurrence of any act or omission that would have been a default under this Agreement, Lessee will provide Authority on or before the commencement date of this Agreement with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three months' Rents, fees and charges (excluding PFCs), payable by Lessee under this Agreement, to guarantee the faithful performance by Lessee of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and charges due hereunder (hereinafter referred to as "Payment Security"). Lessee will be obligated to maintain such Payment Security in effect until the expiration of 18 consecutive months during which Lessee commits no default under this Agreement. Such Payment Security will be in a form and with a Lessee acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Lessee will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such

Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.

- B. In the event Authority is required to draw down or collect against Lessee's Payment Security for any reason, Lessee will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Rents, fees and charges payable by Lessee pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Lessee that would constitute a default under this Agreement, or upon Lessee's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Lessee given at any time within 90 days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Lessee. In such event, Lessee will provide Authority with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of 18 consecutive months during which Lessee commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If Lessee fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

16.02 Satisfactory Performance

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

ARTICLE 17
PROPERTY DAMAGE

17.01 Partial Damage

In the event all or a portion of the Premises is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Lessee will give Authority

immediate notice thereof, and Authority will make the repairs immediately, at its own cost and expense.

17.02 Extensive Damage

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

17.03 Complete Destruction

In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Premises untenable, and the Premises cannot be repaired within 120 days, Lessee will give Authority immediate notice thereof. Authority understands the critical nature of Lessee's operation at the Airport and will work with Lessee to find temporary accommodations, as needed and if available. In the event Authority elects not to repair, replace, and reconstruct said Premises, Authority will work with Lessee to identify a replacement premises acceptable to both Parties, and the Parties will enter into a new lease for such replacement premises. Otherwise, the obligations of the Parties hereunder will terminate.

17.04 Abatement of Rents

In the event of extensive damage or complete destruction as referenced in Sections .02 and .03 of this Article, the portion of the Rents attributable to untenable Premises will abate from the date of casualty until such time as Authority issues notice to Lessee that the untenable portion of the Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of Lessee, including negligence, Lessee's Rents and fees will not abate and Lessee will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Lessee's act or omission.

17.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Lessee, 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 Lessee for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises regardless of cause of damage.

17.06 Waiver of Subrogation

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

ARTICLE 18

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 19

FAA APPROVAL

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

ARTICLE 20

ENVIRONMENTAL

20.01 General Conditions

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

- A. Lessee is knowledgeable of and agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to Lessee's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Lessee agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Lessee to indemnify and hold Authority harmless contained in this Lease, Lessee agrees to hold harmless and indemnify Authority for any violation by Lessee of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Lessee with any permits issued to Lessee 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 Lessee, its employees, invitees, suppliers, or service providers or against Authority by reason of Lessee's violation or non-compliance.
- C. Lessee agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.
- D. Lessee agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Lease.
- E. Lessee 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 Lessee or Lessee's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Lessee fails to rectify within the cure period established in the Default and Termination Article of this Lease will be deemed a default under this Lease. Any such default that is not cured will be grounds for termination of this Lease.
- F. In entering this Lease, Authority expressly relies on the covenants, representations, and warranties of Lessee as stated herein.

20.02 Environmental Considerations

- A. Lessee, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not discharge or spill any Hazardous Substance, as defined

herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Lessee 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. Lessee's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Lessee with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Lease by Authority, subject to notice and cure. Such termination will not relieve Lessee of or from liability for such discharge or spill.

- B. If Lessee is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Lessee 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. Lessee agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Lessee's use of the Premises.
- D. At the end of the Lease, Lessee will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of the Lease.

20.03 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance", as used in this Lease, will mean:
 - (1) any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
 - (2) any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental

Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or

- (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
- (5) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or
- (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

B. The term “Solid Waste”, as used in this Lease, will mean:

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

20.04 Prior Environmental Impacts

Nothing in this Article will be construed to make Lessee liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that

occurred prior to Lessee's entry upon the Premises or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors. Lessee and Authority acknowledge and agree that Exhibit B, Environmental Baseline Report, attached hereto and by this reference made a part hereof, states the condition of the Premises on the Effective Date of this Lease.

20.05 Off-Site Environmental Impacts

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

20.06 Petroleum Storage Systems

- A. At Lessee's expense, Lessee will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Lessee 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 Lessee, and Lessee will display the registration placard as required by law.
- B. Lessee 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 Lessee employee. Lessee will comply with all requirements of 40 CFR part 112, as may be revised or amended. As a result, Lessee will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Lessee will strictly comply with safety and fire prevention ordinances of the City of Tampa and County and all applicable safety regulations at the Premises that may be adopted by

Authority. Lessee will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.

- D. Lessee is responsible for all costs and expenses that may be incurred as a result of compliance with this Section.

20.07 Stormwater

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

- A. Lessee 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 Lessee 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. Lessee 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 Lessee by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). Lessee will establish a BMP plan for the Premises and submit a copy to Authority.
- B. Lessee will be knowledgeable of any stormwater discharge permit requirements applicable to Lessee and with which Lessee will be obligated to comply. The submittal of a Notice of Intent will be made by Lessee to the FDEP; a copy will be submitted to Authority. Lessee 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, Lessee will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Lessee agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises, and Lessee agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

20.08 Environmental Inspection at End of Lease Term

- A. At least 120 days before the expiration or early termination of the term, including any renewals, as provided herein, Lessee 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 Lessee or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority and report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Lessee. If a site assessment is conducted, Lessee agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Lessee will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Lessee will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- B. During the period of a cleanup due to the environmental condition of the Premises or common use areas, Lessee's obligations, including the payment of Rents, charges, and fees, under the existing terms of the Lease will continue in full force and effect, in addition to any other damages for which Lessee may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 21

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 22
NON-DISCRIMINATION

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

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

22.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

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

B. Duration:

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

22.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
- (2) **Non-Discrimination:** Lessee, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 22.02(B) below, including employment practices when this Lease covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Lessee 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 Lessee of Lessee's obligations under this Lease and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Lessee 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, Lessee 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 Lessee's non-compliance with the Non-Discrimination provisions of this Lease, Authority will impose such Lease

sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Lease, in whole or in part.

- (6) Incorporation of Provisions: Lessee will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee 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 Lessee becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, Lessee may request Authority to enter into any litigation to protect the interests of Authority. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

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

During the performance of this Lease, Lessee, 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, Lessee must take reasonable steps to ensure that LEP persons have meaningful access to Lessee’s programs (70 Fed. Reg. at 74087 to 74100); and
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits Lessee from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

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

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

ARTICLE 23
NON-EXCLUSIVE RIGHTS

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

ARTICLE 24
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 25
RIGHT OF ENTRY

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

ARTICLE 26
RIGHT OF FLIGHT

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

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

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

ARTICLE 27
PROPERTY RIGHTS RESERVED

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

ARTICLE 28
SIGNS

28.01 Written Approval

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

28.02 Removal

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

ARTICLE 29
ASSIGNMENT AND SUBLEASING

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

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

ARTICLE 30
MORTGAGE RIGHTS OF LESSEE

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

ARTICLE 31
LESSEE TENANCY

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

ARTICLE 32
CONDEMNATION

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

ARTICLE 33
SURRENDER OF PREMISES

Lessee will surrender up and deliver the Premises to Authority upon the conclusion of the term in the same condition as existed at the commencement of the term, ordinary wear and tear excepted. Provided Lessee

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

ARTICLE 34

NO ACCEPTANCE OF SURRENDER

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

ARTICLE 35

PERSONAL PROPERTY

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

ARTICLE 36

APPLICABLE LAW AND VENUE

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

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

ARTICLE 37
AUTHORITY APPROVALS

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

ARTICLE 38
ATTORNEYS' FEES AND COSTS

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

ARTICLE 39
INVALIDITY OF CLAUSES

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

ARTICLE 40
HEADINGS

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

ARTICLE 41
NOTICES AND COMMUNICATIONS

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

TO AUTHORITY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P. O. Box 22287
TAMPA, FLORIDA 33622
ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
4160 GEORGE J. BEAN PARKWAY
SUITE 2400, ADMINISTRATION BUILDING
TAMPA, FLORIDA 33607
ATTN: CHIEF EXECUTIVE OFFICER

TO COUNTY:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
REAL ESTATE & FACILITIES SERVICES DEPT.
PO Box 1110
TAMPA, FLORIDA 33601-1110
ATTN: DIRECTOR

OR

(COURIER DELIVERY)
HILLSBOROUGH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
REAL ESTATE & FACILITIES SERVICES DEPT.
601 E. KENNEDY BLVD., 23RD FLOOR
TAMPA, FL 33602

TO SHERIFF:
(MAIL DELIVERY)
HILLSBOROUGH COUNTY SHERIFF'S OFFICE
PO Box 3371
TAMPA, FL. 33601
ATTN: ARNOLD TRUEBA
OR
(COURIER DELIVERY)
HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2006 E. 8TH AVE.
TAMPA, FL. 33605
ATTN: ARNOLD TRUEBA

or to such other address as any Party may designate in writing by notice to the other Parties 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.

ARTICLE 42
SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 43
FEDERAL RIGHT TO RECLAIM

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

ARTICLE 44
RADON GAS NOTIFICATION

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

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

ARTICLE 45
RELATIONSHIP OF THE PARTIES

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

ARTICLE 46
NON-EXCLUSIVE RIGHTS

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

ARTICLE 47
MISCELLANEOUS

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

ARTICLE 48
TIME IS OF THE ESSENCE

Time is of the essence of this Lease.

ARTICLE 49
COMPLETE AGREEMENT

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

ARTICLE 50
MULTIPLE COUNTERPARTS

This Lease may be executed in more than one counterpart, each of which shall be deemed an original.

ARTICLE 51
AUTHORIZATION; ELECTRONIC SIGNATURES

Each Party represents to the other that such Party has authority under all applicable laws to enter into this Lease, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Lease have been properly completed, and that the persons who have executed this Lease on behalf of each Party are authorized and empowered to execute this Lease.

The Parties agree that this Lease and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 dated February 4, 2015.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2016.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robert I. Watkins in the capacity of Chairman, and by Victor D. Crist in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

IN WITNESS WHEREOF, the undersigned parties have set their hands and corporate seals on this _____ day of _____, 2016.

(OFFICIAL SEAL)

ATTEST:

CLERK OF THE CIRCUIT COURT

HILLSBOROUGH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk
Print Name: _____

By: _____
Chairman (or Vice-Chairman)
Print Name: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
_____, Managing Attorney

BOCC Document No.: _____

HILLSBOROUGH COUNTY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledge before me this _____ day of _____,
2016, by _____, in the capacity of _____,
(Individual's Name) (Individual's Title)
at _____ a _____
(Name of organization or Lessee, if any) (Corporation/Partnership/Sole Proprietor/Other)
on its behalf. _____ and has produced
(He is/She is) (personally known to me / not personally known to me)
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)

IN WITNESS WHEREOF, the undersigned parties have set their hands and corporate seals on this _____ day of _____, 2016.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

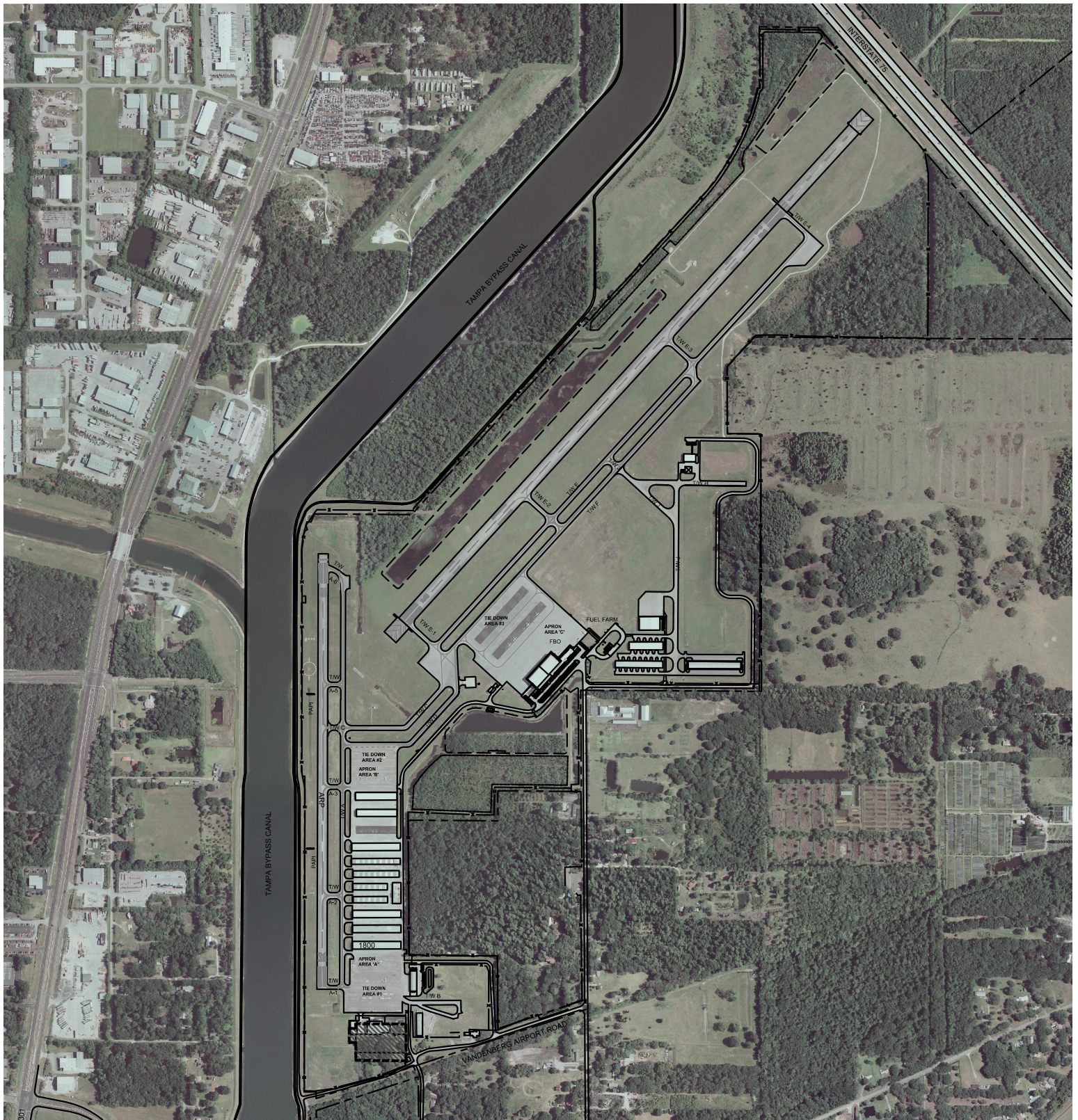
The foregoing instrument was acknowledge before me this _____ day of _____, 2016, by _____, in the capacity of _____, at _____ a _____ on its behalf. _____ and has produced the following document of identification _____.

(Stamp or seal of Notary)

Signature of Notary

Type or Print Name of Notary

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



LEGEND

 LEASED PREMISES

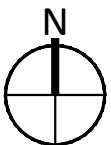
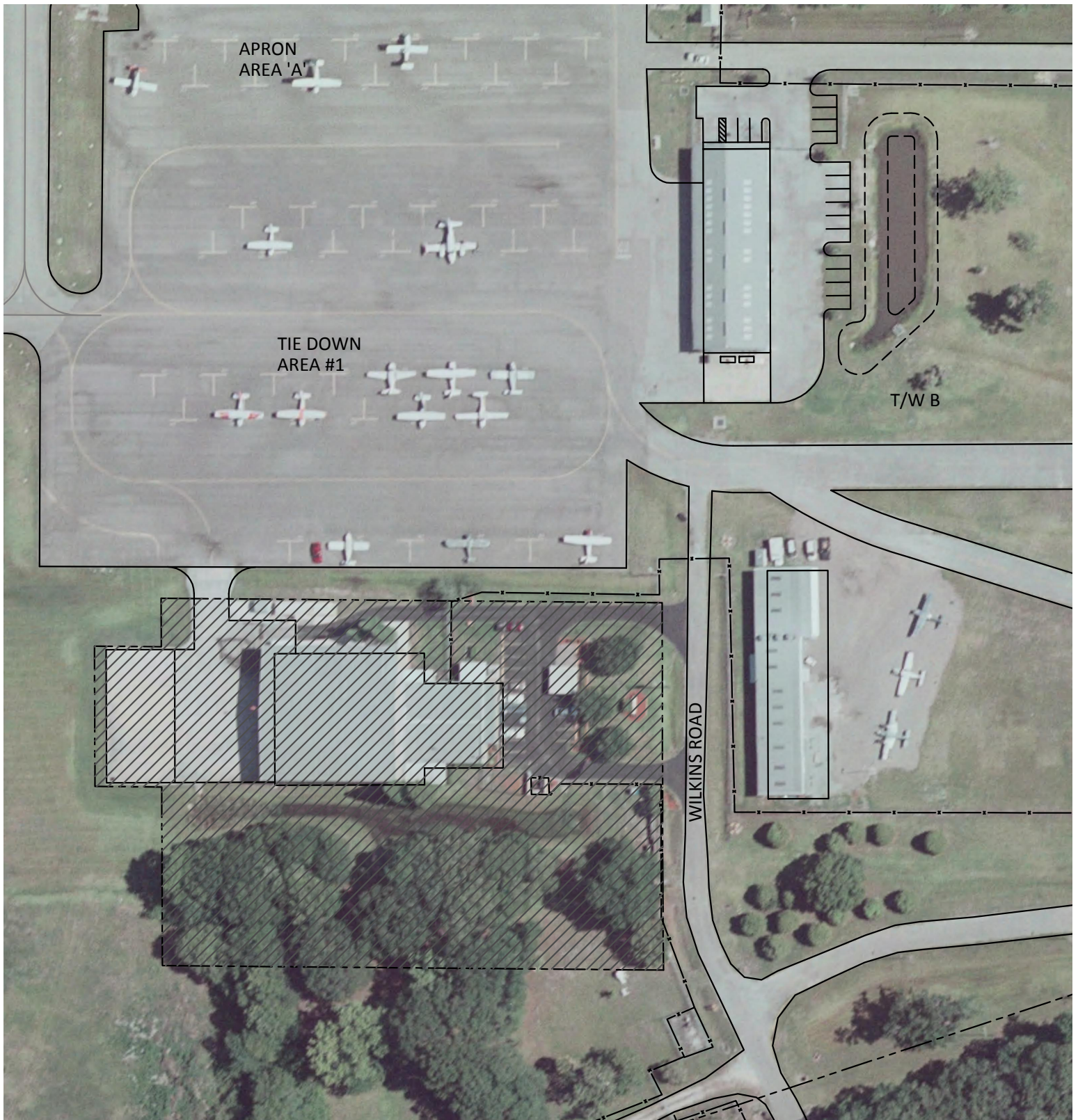


EXHIBIT A-1
 General Premises Location
 Hillsborough County and
 Hillsborough County Sheriff's Office



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

AUGUST 2016



LEGEND

 LEASED PREMISES

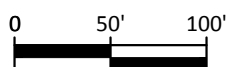
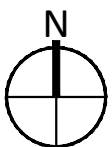


EXHIBIT A-2
Hillsborough County Sheriff's Office Hangar



AUGUST 2016



Exhibit A-3, Legal Description and Sketch

SECTION 31, TOWNSHIP 28 SOUTH, RANGE 20 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

DESCRIPTION

Lease Description (HCSO LEASE EXPANSION VANDENBERG AIRPORT)

A portion of the land lying within Section 31, Township 28 South, Range 20 East, Hillsborough County, Florida, more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 31, Township 28 South, Range 20 East, Hillsborough County, Florida; thence run North 89°26'04" West along the North boundary line of said Northwest Quarter of the Southwest Quarter of Section 31 a distance of 25.00 feet to the West right of way of Wilkins Road (50' right of way) also being the **POINT OF BEGINNING**; thence along said right of way line South 00°11'30" East a distance of 65.06 feet; thence North 89°26'04" West a distance of 375.00 feet; thence North 00°11'30" West a distance of 65.06 feet to the intersection with the North boundary line of the said Northwest Quarter of the Southwest Quarter of Section 31; thence North 00°07'38" West a distance of 68.64 feet; thence North 89°26'04" West a distance of 50.00 feet; thence North 00°07'38" West a distance of 105.01 feet; thence South 89°25'37" East a distance of 50.00 feet; thence North 00°07'38" West a distance of 36.35 feet; thence South 89°25'37" East a distance of 375.00 feet to said West right of way of Wilkins Road; thence South 00°07'38" East along said right of way a distance of 209.94 feet to the **POINT OF BEGINNING**.

Containing 108376.76 square feet (2.49 acres), more or less.

Note:

Basis of bearing is referenced to the North line of the Northeast Quarter of the Southwest Quarter of Section 31, Township 28 South, Range 20 East, being N 89°24'46" W as shown on Exhibit A-2 in Official Records Book 7805, Page 243, Hillsborough County, Florida.

HCAA NO:

505 262 853 54611



TBE GROUP, INC.
Engineers - Planners - Subsurface Utility Engineers
Surveyors and Mappers
380 Park Place Boulevard, Clearwater, Florida 33759
Telephone (727) 531-3505, Facsimile (727) 431-1701
Certificate of Authorization: LB 6888
State of Florida

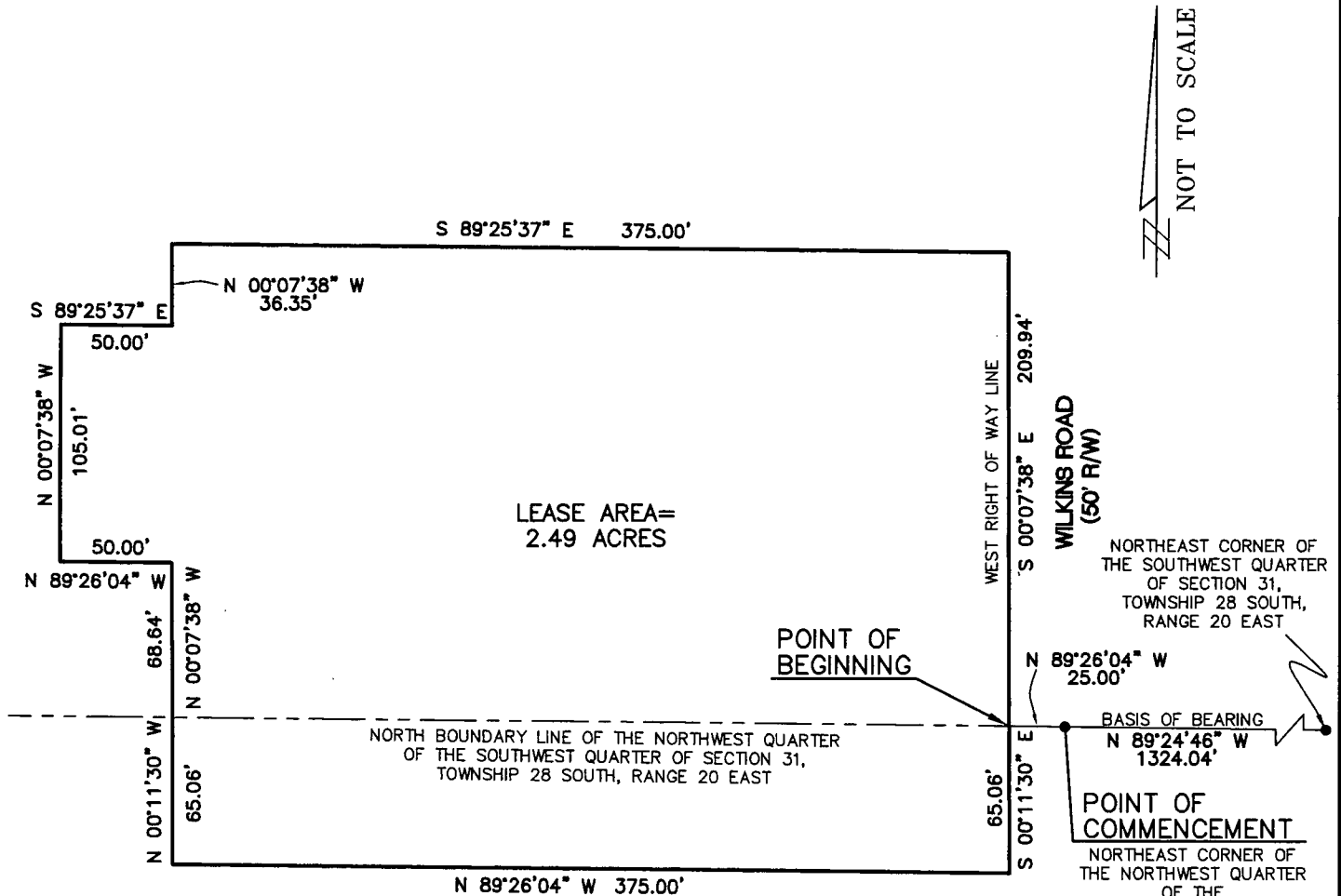
HILLSBOROUGH COUNTY AVIATION AUTHORITY
 TAMPA INTERNATIONAL AIRPORT
 P.O. BOX 22287
 TAMPA, FLORIDA 33622

Exhibit A-3, Legal Description and Sketch



SECTION 31, TOWNSHIP 28 SOUTH, RANGE 20 EAST

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited.
 Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor



NOTES:

1. BASIS OF BEARING IS REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 20 EAST, BEING N 89°24'46" W AS SHOWN ON EXHIBIT A-2 IN OFFICIAL RECORDS BOOK 7805, PAGE 243, HILLSBOROUGH COUNTY, FLORIDA.
2. NO TITLE SEARCH OR REPORT WAS PROVIDED.
3. TBE GROUP, INC. WAS PROVIDED THE LOCATION OF THE PARCEL BY HILLSBOROUGH COUNTY AVIATION AUTHORITY. NO FIELD WORK WAS DONE AND NO MONUMENTS / CORNERS SET.



TBE GROUP, INC.
 Engineers - Planners - Subsurface Utility Engineers
 Surveyors and Mappers
 380 Park Place Boulevard, Clearwater, Florida 33759
 Telephone (727) 531-3505, Facsimile (727) 431-1701
 Certificate of Authorization: LB 6668
 State of Florida

SKETCH
 NOT A SURVEY

CALCULATED BY: JDL	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief and meets the standards as set forth in Chapter 61C17-6, Florida Administrative Code. <i>Deborah J. Hill</i> DATE <u>03/11/08</u> DEBORAH J. HILL, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 5196 STATE OF FLORIDA, PHONE # (727) 531-3505
CHECKED BY: DJH	
HCAA NO: SEE SHEET 1	

SEAL

EXHIBIT B

HILLSBOROUGH COUNTY SHERIFF'S OFFICE HANGAR
ENVIRONMENTAL BASELINE REPORT

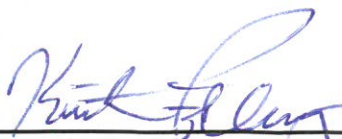
TAMPA EXECUTIVE AIRPORT
(FDEP Facility ID No.: 299700194)

Prepared by:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
PLANNING AND DEVELOPMENT DEPARTMENT

October 21, 2016

Prepared by: _____

 10/21/16

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

Introduction

At the request of the Hillsborough County Aviation Authority's (the Authority's) Real Estate Department, the Authority's Planning and Development (P&D) Department has completed this Environmental Baseline Report (Baseline Report) for the leased premises. A site map is provided in the Appendix. The purpose of the baseline investigation is to document the site conditions at the beginning of the lease term, and to determine if any "*recognized environmental conditions*"¹ (RECs) are likely to exist. Authority staff did not identify any RECs with respect to the leased premises, but did identify one "*historical recognized environmental condition*"² (HREC).

The Authority commissioned CB&I Government Solutions, Inc (CB&I), to conduct an onsite soil investigation. Soil borings were conducted at select locations that have the highest likelihood of future environmental concern based on site operations and the layout of equipment including petroleum storage systems and an oil-water separator. At each boring location, soil samples were collected from the vadose zone in general accordance with the Florida Department of Environmental Protection (FDEP) Standard Operating Procedure (SOP) PCS-004. Soil samples were screened in the field using an organic vapor analyzer. Sampling equipment was decontaminated between sample locations in accordance with FDEP SOP-001/01 FC 1000. CB&I's report is provided in the Appendix of this Baseline Report. CB&I's report provides a site map showing the soil boring locations and a table summarizing the soil testing results. The results do not identify any known or previously unknown environmental concerns.

Site Reconnaissance

In the context of long-term environmental compliance, during their tenancy the Sheriff's Office has successfully managed an environmental program that has not received any major regulatory notices of violation, violations of the lease agreement or anything similar that could be identified as a REC with respect to the leased premises.

A site inspection was conducted by Authority staff on August 30, 2016. The leased premises were visually and physically observed. No physical obstructions were encountered that limited the visual or physical observation of the property. Authority staff observed the hangar, aviation fueling system, ramp, retention pond and surrounding support areas. At the time of the inspection the leased premises contained aircraft, ground service equipment, an emergency generator, general maintenance equipment and supplies. One 14,000 gallon compartmented double walled aboveground petroleum storage tank containing aviation fuel and jet fuel, and it's associated dispensing equipment were observed on the north side of the hangar. All of the facility equipment and materials appeared to be clean and secure at the time of the inspection. There were no noteworthy stored materials or signs of spills or discolored surfaces.

Regulatory Review

On October 21, 2016, Authority staff conducted a review of FDEP's online Oculus document management system. The Sheriff's Office's aviation fueling system has been assigned FAC Id No. 299700194 by FDEP. A Hillsborough County Environmental

Protection Commission (EPC) compliance inspection report dated October 20, 2016 indicates the system was in compliance at the time of the inspection.

FDEP's Oculus system indicates that one historical petroleum discharge was reported on January 25, 1997 and was later closed by EPC on August 25, 2000. This historical discharge was associated with a retrofit of the petroleum storage system facility soon after it was initially constructed. This is identified as an HREC with respect to the leased premises.

Conclusions

As a result of environmental site inspection, regulatory review and CB&I's test results, Authority staff believes the Sheriff's Office has had a successful tenancy over the current lease term. No assessment of soils or groundwater is warranted at this time. Authority staff identified no RECs with respect to the leased premises; however, one HREC was identified.

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

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

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

References

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

CB&I Government Solutions, Inc., *Baseline Soil Testing Report*, September 26, 2016.

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

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



CB&I
725 US Highway 301 South
Tampa, Florida 33619
Tel: +1 813 612 3600
Fax: +1 813 626 1663
www.CBI.com

September 26, 2016

Mr. Keith Fleming, P.G.
Senior Manager of Environmental Services
Hillsborough County Aviation Authority
PO Box 22287
Tampa, Florida 33622

**Re: Baseline Soil Testing Report
Hillsborough County Sheriff's Office Hangar
Tampa Executive Airport
Hillsborough County, FL
Work Order #16-10**

Dear Mr. Fleming:

CB&I Government Solutions, Inc. (CB&I) performed work in accordance with Task 1 of Work Order #16-10. Enclosed, please find tables containing field data of all soil borings advanced at the Hillsborough County Sheriff's Office Hangar, and maps of containing locations of each soil boring.

On August 30, 2016, a CB&I geologist advanced a total of 14 soil borings around the Hillsborough County Sheriff's Office Hangar at Tampa Executive Airport. All borings were installed to 4 feet below surface (ft bls) via stainless-steel hand auger, and samples were collected at 0.5 ft bls, 2.0 ft bls, and 4 ft bls for visual inspection and field screening with an organic vapor analyzer (OVA) equipped with a flame-ionization detector (FID). Filtered and unfiltered OVA readings were measured in accordance with Chapter 62-780.200(15), Florida Administrative Code (FAC). Equipment was decontaminated between locations in accordance with FDEP's SOP-001/01 FC 1000. Decontaminated waster was placed on a paved surface in accordance with FDEP SOP PCS-006. The borings were backfilled with the native soil.

As shown on the attached **Table 1**, the OVA net responses ranged between 0.0 and 771 parts per million (ppm). Soil boring locations are depicted on the attached **Figure 1** and global positioning system (GPS) coordinates for each boring are listed on **Table 2**.

The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client and the county, unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, county, FDEP, purposes, locations, timeframes, and project parameters indicated. CB&I is not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. CB&I does not warrant the accuracy of information supplied by others, nor the use of segregated portions of this report.



CB&I appreciates the HCAA's assistance with this matter. In the event revisions or clarifications are necessary that can be addressed via e-mail to accelerate and streamline the schedule for this project, please contact Nathan Miller at nathan.miller@cbi.com or (813) 612-3642.

Sincerely,
CB&I Government Solutions, Inc

A handwritten signature in blue ink, appearing to read 'Nathan Miller', with a long horizontal flourish extending to the right.

Nathan Miller
Environmental Scientist

A handwritten signature in blue ink, appearing to read 'Donald L. Lewis', with a stylized, cursive script.

Donald L. Lewis, PE
Program Manager

Attachments: Table 1: Soil Data Summary
 Table 2: Boring GPS Coordinates
 Figure 1: Net OVA Results

cc: Project File

TABLE 1: SOIL DATA SUMMARY

Facility Name: TEA Hillsborough County Sheriff's Office Hangar
HCAA WO No.: 16-10

Sample				OVA Reading			Soil Description
ID Number	Date	Approx. Depth to Water (feet)	Sample Interval (ft bls)	Unfiltered Reading (ppm)	Filtered Reading (ppm)	Net Reading (ppm)	
SB-1	08/30/16	4 ft	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	87.0	67.3	19.7	SM; DARK BROWN; DRY
			4.0	23.2	18.4	4.8	SM; MED BROWN; WET
SB-2	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	13.1	8.5	4.6	SM; MED BROWN; DRY
			4.0	3,039.0	2,571.0	468.0	SM; MED BROWN; MOIST; SULFUR ODOR
SB-3	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	0.0	0.0	0.0	SM; MED BROWN; DRY
			4.0	17.3	10.7	6.6	SM; MED BROWN; DRY
SB-4	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	2,398.0	2,243.0	155.0	SM; MED BROWN; DRY
			4.0	3,036.0	2,265.0	771.0	SM; MED BROWN; DRY; SULFUR ODOR
SB-5	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	14.6	9.3	5.3	SM; MED BROWN; DRY
			4.0	208.3	181.6	26.7	SM; MED BROWN; DRY
SB-6	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	116.7	90.8	25.9	SM; MED BROWN; DRY
			4.0	98.5	83.2	15.3	SM; MED BROWN; DRY
SB-7	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	116.7	90.8	25.9	SM; MED BROWN; DRY
			4.0	83.2	71.4	11.8	SM; MED BROWN; DRY
SB-8	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	15.8	8.7	7.1	SM; MED BROWN; DRY
			4.0	9.1	7.5	1.6	SM; MED BROWN; DRY
SB-9	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	1,214.0	776.6	437.4	SM; MED BROWN; DRY; SULFUR ODOR
			4.0	836.3	701.5	134.8	SM; MED BROWN; DRY; SULFUR ODOR
SB-10	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	37.5	30.3	7.2	SM; MED BROWN; DRY
			4.0	21.3	18.8	2.5	SM; MED BROWN; DRY
SB-11	08/30/16	NA	0.5	21.6	18.5	3.1	SM; DARK BROWN; DRY
			2.0	1,570.0	1,207.0	363.0	SM; MED BROWN; DRY; SULFUR ODOR
			4.0	811.8	725.6	86.2	SM; MED BROWN; DRY
SB-12	08/30/16	NA	0.5	0.0	0.0	0.0	SM; MED GRAY; DRY
			2.0	58.8	36.2	22.6	SM; MED GRAY; DRY
			4.0	21.7	15.1	6.6	SM; MED GRAY; DRY
SB-13	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	0.0	0.0	0.0	SM; MED BROWN; DRY
			4.0	18.3	10.7	7.6	SM; MED BROWN; DRY
SB-14	08/30/16	NA	0.5	0.0	0.0	0.0	SM; DARK BROWN; DRY
			2.0	0.0	0.0	0.0	SM; MED BROWN; DRY
			4.0	10.6	5.4	5.2	SM; MED BROWN; DRY

Notes: ft bls = feet below land surface
OVA = organic vapor analyzer
ppm = parts per million
NA = not encountered

TABLE 2: BORING GPS COORDINATES

Facility Name: TEA Hillsborough County Sheriff's Office Hangar
HCAA WO No.: 16-10

LOCATION	DATE	BORING	LATITUDE	LONGITUDE
HCSO HANGAR	08/30/16	1	28° 0' 14.00 N	82° 20' 53.38 W
		2	28° 0' 14.22 N	82° 20' 54.06 W
		3	28° 0' 14.40 N	82° 20' 54.22 W
		4	28° 0' 14.51 N	82° 20' 54.53 W
		5	28° 0' 14.51 N	82° 20' 55.00 W
		6	28° 0' 14.18 N	82° 20' 55.86 W
		7	28° 0' 13.93 N	82° 20' 56.26 W
		8	28° 0' 13.36 N	82° 20' 56.26 W
		9	28° 0' 13.07 N	82° 20' 56.13 W
		10	28° 0' 13.03 N	82° 20' 55.75 W
		11	28° 0' 13.07 N	82° 20' 55.50 W
		12	28° 0' 13.10 N	82° 20' 53.48 W
		13	28° 0' 13.18 N	82° 20' 53.23 W
		14	28° 0' 13.07 N	82° 20' 52.40 W

Coordinates collected utilizing a Garmin GPSmap 78sc.

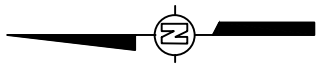


LEGEND:

● SOIL BORING LOCATION

SB-1	
8-30-16	
4.0'	4.8

DEPTH OF SAMPLE (FT)/NET OVA READING (ppm)



CB&I GOVERNMENT SOLUTIONS, INC.
 725 U.S. HIGHWAY 301 SOUTH
 TAMPA, FLORIDA 33619
 (813) 612-3600 office
 (813) 626-1663 fax

OFFICE: TAMPA	DATE: 9-20-16	ACAD FILE: 5361B1
------------------	------------------	----------------------

SOIL BORING LOCATIONS
 with NET OVA READINGS
 AUGUST 30, 2016

CLIENT: HILLSBOROUGH COUNTY AVIATION AUTHORITY	PM: NM
------------------------------------------------------	-----------

LOCATION:
 HILLSBOROUGH COUNTY
 SHERIFF'S OFFICE HANGAR
 TAMPA EXECUTIVE AIRPORT
 TAMPA, HILLSBOROUGH COUNTY, FLORIDA

DESIGNED: NM	DRAWN: SDJF	PROJECT NO.:	155361	FIGURE: 1
-----------------	----------------	--------------	--------	--------------

SB-1	
8-30-16	
0.5'	0.0
2.0'	19.7
4.0'	4.8

SB-2	
8-30-16	
0.5'	0.0
2.0'	4.6
4.0'	468.0

SB-3	
8-30-16	
0.5'	0.0
2.0'	0.0
4.0'	6.6

SB-4	
8-30-16	
0.5'	0.0
2.0'	155.0
4.0'	771.0

SB-5	
8-30-16	
0.5'	0.0
2.0'	5.3
4.0'	26.7

SB-6	
8-30-16	
0.5'	0.0
2.0'	25.9
4.0'	15.3

SB-7	
8-30-16	
0.5'	0.0
2.0'	25.9
4.0'	11.8

SB-14	
8-30-16	
0.5'	0.0
2.0'	0.0
4.0'	5.2

SB-13	
8-30-16	
0.5'	0.0
2.0'	0.0
4.0'	7.6

SB-12	
8-30-16	
0.5'	0.0
2.0'	22.6
4.0'	6.6

SB-11	
8-30-16	
0.5'	3.1
2.0'	363.0
4.0'	86.2

SB-10	
8-30-16	
0.5'	0.0
2.0'	7.2
4.0'	2.5

SB-9	
8-30-16	
0.5'	0.0
2.0'	437.4
4.0'	134.8

SB-8	
8-30-16	
0.5'	0.0
2.0'	7.1
4.0'	1.6