

HILLSBOROUGH COUNTY AVIATION AUTHORITY

GROUND LEASE WITH PLANNED IMPROVEMENTS

UNITED PARCEL SERVICE, INC.

TAMPA INTERNATIONAL AIRPORT

Board Date: _____

Prepared by:

Real Estate Department
Hillsborough County Aviation Authority
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GROUND LEASE
WITH PLANNED IMPROVEMENTS

THIS GROUND LEASE WITH PLANNED IMPROVEMENTS (Agreement) is made and entered into this _____ day of _____, 2019, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida (Authority) and UNITED PARCEL SERVICE, INC., a corporation organized under the laws of the State of Delaware and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as the Party or Parties).

WITNESSETH:

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

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

WHEREAS, the Authority has agreed to design and construct an air cargo service facility in accordance with drawings and specifications that are developed on the basis of Authority and Company's agreed upon design development and design criteria documents (Authority Improvements and Design Criteria Documents) described in Exhibit A, attached hereto and incorporated herein by reference, and in accordance with terms and conditions contained herein.

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

The following words, terms and phrases, whenever used in this Agreement, will have the following meanings:

Agreement – This Ground Lease with Planned Improvements, as it may be modified or amended from time to time.

Authority – The Hillsborough County Aviation Authority and includes such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers or duties of Authority.

Authority's Common Use Improvements – (i) the aircraft parking apron intended for use by Company and other air cargo tenants, together with the associated lighting and electrical installations, tethers and striping, (ii) the service road around that apron, (iii) the expansion of Taxilane K, (iv) the reconstruction of the intersection at Ohio Avenue and North Westshore Boulevard, (v) the extension of the Airport's fuel hydrant system to the apron described above, and (ix) the installation of hydrant fueling pits in that apron.

Authority's Improvements – The building, fixtures, and related improvements Authority will construct and install on the Site in accordance with Article 7 herein.

Authority's Representative – The Authority's Chief Executive Officer (CEO) or such other person as the CEO may designate in writing.

Certificate of Completion – That document issued by the City of Tampa Building Department certifying that Authority's Improvements comply with provisions of zoning and/or building ordinances, have been constructed substantially in accordance with approved plans and specifications, and may be occupied and used for the intended purpose.

Change Order – A document by which the Authority agrees to amend or modify the Plans and Specifications or accelerate the schedule for the construction of Authority's Improvements at any time prior to the completion of Authority's Improvements in accordance with the terms of the contract between Authority and Developer Firm.

Company's Business – Air cargo operations, including the transportation (by air or ground), handling and sorting of cargo, freight, express mail and packages, including all necessary maintenance and administrative functions related to those activities.

Company's Improvements – The tenant finishes, fixtures and equipment that Company acquires, constructs, and installs in the Leased Premises. A description of Company's Improvements is included in the attached Exhibit D, Company's Improvements.

Company's Representative – Person that Company designates by written notice to Authority.

Construction Contingency – That component of the Facility Budget not allocated to Design/Build Payments for Design, Project Administration and Inspection, Design/Build Payments for Construction, Professional Fees and Other Fees.

Cost of Authority's Improvements – The final "as-built" cost to the Authority for planning, designing, bidding, constructing and supplying Authority's Improvements to Company, subject to the provisions of Article 7. Such costs shall constitute all costs to be reimbursed by Company for said construction in accordance with Article 5.03. Upon final completion of Authority's Improvements, Authority will certify the final cost of Authority's Improvements to Company. Upon Company's written request, Authority will provide to Company any obligating documents, payments against those documents, internal cost and cost accounting documents, and appropriate back-up as Company may reasonably require to corroborate the Authority's certification.

Developer Firm – The firm selected to plan, design, and construct Authority's Improvements in accordance with the terms of the attached Exhibit A and Authority's Common Use Improvements.

Excess Construction Cost – The amount, if any, by which the lump sum price the Developer Firm proposes to Authority for the construction of Authority's Improvements exceeds the amount shown on Exhibit C, Authority's Improvements Budget, United Parcel Service, Inc., dated May 10, 2019.

Facility Budget – The amount of Fourteen Million, Eight Hundred Sixty-Nine Thousand, Eight Hundred Dollars (\$14,869,800.00), which is the total amount Authority and Company have budgeted as the cost of Authority's Improvements, as more fully set forth on Exhibit C. The components of the Facility Budget are Design/Build Payments for Design, Project Administration, and Inspection, Developer Firm Payments for Construction, Other Fees and Contingencies as provided on Exhibit C.

Force Majeure – Any circumstances beyond Company's control, including without limitation, acts of God, strikes, boycotts, picketing, slowdowns, work stoppages or labor troubles of any other type, whether affecting the Parties, their contractors or subcontractors.

GSE Area – Location designated for ground service equipment storage, as depicted on Exhibit E.

Leased Premises – means, collectively, the Site and Authority's Improvements.

Operating Agreement – The agreement between Authority and Company or Company's holding company's wholly owned subsidiary (Sister Company) under which Company or its Sister Company is authorized to operate at the Airport. Such Operating Agreement may be in the form of an Airline-Airport Use and Lease Agreement (Signatory Agreement) or an Operating Agreement for Non-Signatory Cargo Air Carriers.

Plans and Specifications – The Plans and Specifications for Authority's Improvements that Authority will cause to be prepared and that Company will review in accordance with the terms of the attached Exhibit A.

Rents – Include Ground Rent and Authority's Improvements Rent, as defined in Article 5 of this Agreement. Rents will also include Hydrant Fuel System Rent, if applicable.

Site – A collective area totaling approximately 353,026.92 square feet (acres, more or less) of real property consisting of: (i) a tract of land totaling approximately 296,965.20 square feet, more or less upon which Authority's Improvements and Company's Improvements are constructed and installed (including a concrete pad GSE Area of approximately 15,132 square feet, as described and generally depicted in Exhibit E, General Location of Leased Premises, incorporated by this reference and made a part hereof; and (ii) a portion of Pond 2, which is used in common with others, as depicted and described in Exhibit E, totaling approximately 56,061.72 square feet, which is calculated by multiplying the total area of Pond 2 (expressed in square feet) by the decimal equivalent of the percentage of stormwater runoff draining into Pond 2 that is attributable to the Leased Premises. Site does not include Common Use Area depicted in Exhibit E.

State – The State of Florida.

Substantial Completion – That stage in the construction of Authority's Improvements when Authority's Improvements have been substantially completed as certified by the proper engineer or architect assigned to the project in accordance with the Authority Improvements and Design Criteria Documents, the Plans and Specifications, and the requirements of this Agreement and Company is able to occupy the Leased Premises for their intended use.

ARTICLE 3

LEASED PREMISES, USES AND RESTRICTIONS

3.01 Air Cargo Service Facility

Subject to the terms and conditions stated in this Agreement, Authority hereby agrees to lease to Company and Company agrees to lease from Authority the Leased Premises for Company's exclusive use. Company will not have exclusive use of Pond 2.

Upon complete construction of Authority's Improvements, Authority will obtain a legal description and sketch of the Leased Premises, will prepare an Exhibit E-1, Legal Description and Sketch, and will transmit same to Company. Pond 2 will not be included as part of Exhibit E-1. Exhibit E-1 will be incorporated into this Agreement without the need for formal amendment of this Agreement and will establish the boundary and as-built square footage of the Leased Premises. Upon completion of construction of Company's Improvements and the issuance of certificate of occupancy, Company's Improvements will become part of the Leased Premises. In the event that any Company's Improvements extend onto the ramp, the ramp will not become part of the Leased Premises and will remain part of the Common Use Area.

3.02 Common Use Area

Company is hereby granted throughout the Initial Term and any Renewal Term the use in connection with others (as defined below) of certain cargo apron and ramp areas depicted on Exhibit E, General Location of Leased Premises, as Common Use Area (Common Use Area).

3.03 Allocation Of Common Use Area

The Authority reserves the right to reallocate the Common Use Area in an effort to accommodate other Airport or air carrier operations. For purposes of determining when such an accommodation is needed, Company and Authority agree that areas used for active cargo loading and off-loading by air carriers will be given priority over any other use of apron areas. In the event of such reallocation, Authority will provide Company with reasonably comparable Common Use Area and agrees to minimize any resulting disruption or interference with Company's operations or access to the Leased Premises.

3.04 Permitted Use

Company shall have the exclusive use of and right to the Leased Premises, excluding Pond 2, which is used in common with others. The Leased Premises and Common Use Area shall be used by Company solely for its air cargo operations including aircraft parking, handling, storage, distribution, and forwarding of cargo goods, loading and unloading, the parking and maintenance of vehicles and ground services equipment owned or operated by Company or any of its officers, employees, contractors, furnishers of business services and business guests, logistical operations, incidental office use, and other activities that are directly related to Company's Business and authorized under the Operating Agreement.

Company shall be permitted to perform aircraft maintenance and repair of Company's aircraft on the Leased Premises or on Common Use Area designated for those purposes.

Company shall be permitted to fuel its aircraft from the Airport hydrant system on Common Use Area designated for such activities. Upon request to and approval by Authority, Company will be permitted to fuel its aircraft on the Common Use Area via a tanker fueler truck if the hydrant system at the Site is inoperable, or if Company experiences an irregular operation that necessitates the need for tanker truck fueling. Said tanker truck fueling operation will be by a company specifically authorized by Authority to perform such operations at Airport, and will be conducted in accordance with Authority's Policies, Operating Directives, and Standard Procedures.

Company will not use the Leased Premises for any other purpose or use unless approved in writing by the Authority and in compliance with all applicable governmental Laws.

3.05 Restrictions

Other than those areas used for the purpose of egress and ingress, all operations and Company's Business shall be conducted on the Leased Premises unless approved in advance in writing by Authority's Representative. Company shall restrict all vehicular parking to the Leased Premises only. Company shall not install, maintain, or operate a food service facility of any kind on the Leased Premises directly or by a licensee, except that Company shall have the right to contract for coffee service and install vending machines for the purpose of dispensing candy, confections, beverages, and light refreshments (Vending) to its employees and contractors, provided that such Vending shall only be permitted in operational areas of the Leased Premises that are not available to the general public.

3.06 Exclusions and Reservations

- A. Nothing in this Article 3 shall be construed as authorizing Company to conduct any business separate and apart from the conduct of its Company's Business unless approved in advance in writing by Authority's Representative.
- B. Company shall not knowingly interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, fuel lines, fuel hydrant system, or other systems installed or located from time to time at the Airport.
- C. Company shall not engage in any activity prohibited by Authority's existing or future noise abatement procedures, Rules and Regulations, Policies, Standard Procedures, and Operating Directives.

- D. The rights and privileges granted Company pursuant to this Article 3 shall be subject to any and all reasonable Rules, Regulations, Policies, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- E. Company shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation of violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that shall cause a condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of Company shall cause cancellation of any Airport policy or part thereof, Company shall immediately, upon notification by Authority, take whatever steps or actions necessary to cause reinstatement of said insurance. Furthermore, if Company shall do or permit to be done any act not expressly permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act shall constitute a breach of this Agreement, which causes an increase in Authority's insurance premiums, Company shall immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so. In any event, Company will hold Authority harmless for any expenses and/or damage resulting from any action as set forth in this paragraph.
- F. Except as provided elsewhere in this Agreement, nothing in this Agreement shall be construed as establishing exclusive rights, operational or otherwise, to Company.
- G. Any and all rights and privileges not specifically granted to Company for its use of, and operations at, the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- H. Company will not park or store any of its operational or disabled vehicles on any area other than the Leased Premises.

ARTICLE 4

TERM

4.01 Effective Date

This Agreement will become effective upon execution by Company and approval and execution by Authority (Effective Date).

4.02 Term

This Agreement commences August 1, 2019 and will continue for a period of twenty (20) years (Initial Term).

4.03 Commencement of Rent

The Rents, fees and other charges due hereunder will commence upon the earlier of Substantial Completion of Authority's Improvements or when Company begins operating from the Leased Premises, unless otherwise agreed between the Parties in writing (Commencement of Rent Date), and will continue throughout the Initial Term of this Agreement and any Renewal Term, unless this Agreement is terminated as provided herein.

4.04 Renewal Option

If Company is not in default of any terms of this Agreement or in the payment of any Rents, fees or other charges to Authority, and if Company has performed all the terms, covenants and conditions herein contained, and if Company is actively using the Leased Premises for its Company's Business, this Agreement may be renewed at the terms and conditions stated hereunder for two (2) additional five (5) year terms subsequent to the end of the Initial Term (each additional term hereinafter referred to as a Renewal Term) upon written request by Company at least 120 days prior to this Agreement's expiration and written approval by Authority's Representative. Such renewal will be effective by letter without formal amendment to this Agreement. If such renewal options are requested by Company and approved by Authority, this Lease will have a final termination date of August 1, 2049.

ARTICLE 5

RENTALS AND OTHER CHARGES

For the rights and privileges granted herein, Company agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents, taxes, and charges on or before the first day of each and every month throughout the Initial Term and any Renewal Term for the Leased Premises. Company also agrees to pay Authority all usual and customary fees for the use of the Airport, including the Common Use Area.

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

5.01 Ground Rent

Ground Rent is, and will be, based upon current fair market rental rate for unimproved land at the Airport, which as of the Effective Date is seventy-two cents per square foot per year (\$0.72 psf). The initial total annual Ground Rent for the Leased Premises is \$256,449.18, payable at \$21,370.76 monthly, plus applicable taxes. Total Ground Rent is calculated as follows:

Leased Premises boundary totaling 296,965.20 square feet of land at \$0.72 per square foot per year, which rent is \$213,814.94 annually, payable at \$17,817.91 monthly, plus applicable taxes; and

GSE Area totaling 15,132 square feet of pavement at \$0.15 per square foot per year, which rent is \$2,269.80 annually, payable at \$189.15 monthly, plus applicable taxes; and

Pond 2 Contribution (6.6 acres at 19.5% contribution), totaling 56,061.72 square feet of land at \$0.72 per square foot per year, which rent is \$40,364.44 annually, payable at 3,363.70 monthly, plus applicable taxes.

Concurrently with Authority's transmission of Exhibit E-1, Legal Description and Sketch, to Company, Authority will advise Company of any necessary and related adjustment to the square footage of Leased Premises, GSE Area, or Pond 2 Contribution and resulting Rents.

5.02 Ground Rent Adjustment

For the five-year period commencing August 1, 2024 and every subsequent fifth year of the term of this Agreement, and at the start of any Renewal Term, the Ground Rent rate specified in Article 5.01 shall be adjusted to reflect the current fair market value for unimproved land at the Airport. Ninety (90) days prior to each adjustment, the Authority shall determine the fair market value in accordance with Authority's Rental Rate Policy. The adjusted Ground Rent rate following each such adjustment shall be ten percent (10%) of the appraised market value per square foot of unimproved land at the Airport, provided, however, that in no event will the annual Ground Rent rate for the succeeding five years of the term be reduced below the annual Ground Rent rate paid during the preceding five years. The adjusted Ground Rent rate will remain in effect for the next succeeding five (5) year period.

5.03 Authority's Improvements Rent

In addition to the Ground Rent and other fees due hereunder, Company agrees to pay to the Authority rent for the cost of Authority's Improvements as set forth on Exhibit C-1, Amortization Schedule of Authority's Improvements, United Parcel Service, Inc. (Air Cargo), which Exhibit is attached hereto and made a part hereof (Authority's Improvements Rent). The amount of each such installment represents the amount sufficient to amortize the final Cost of Authority's Improvements, together with interest accruing at the rate of five percent (5%) per annum, in equal monthly installments over a term of 360 months.

In the event this Agreement is terminated (whether by default, expiration, termination, forfeiture, repurchase or otherwise) and is not extended or replaced with a new agreement for lease of the Leased Premises by Company, Company will continue to remit to Authority, on or before the first

day of each and every month, payment in the same amount of Authority's Improvements Rent in accordance with the amortization schedule in Exhibit C-1. Company's payment obligation under this Section will continue until such time as the balance of Authority's Improvements Rent is paid in full. Company and Authority acknowledge and agree that Company's obligation to pay an amount equal to the Authority's Improvements Rent survives the termination of this Agreement. Company will not be responsible for payment of the unamortized balance of Authority's Improvements Rent in the event that Company is not in default of this Agreement at the time of this Agreement's termination and if Authority does not offer Company an agreement for the Leased Premises following termination of this Agreement.

5.04 Triple Net Basis

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

5.05 Cargo Apron/Ramp Use Fee

For the use of the Common Use Area, Company agrees to pay to Authority a Cargo Apron/Ramp Use Fee, as described in the Airport Operating Directives and Rates and Charges, which is incorporated herein by reference. Said fee may be adjusted from time to time by Authority, provided that said fees shall, at all times, be non-discriminatory and in amounts sufficient to pay for the cost of providing and maintaining the Common Use Area and other similar premises on the Airport.

5.06 Hydrant Fuel System Rent

If Company is party to a separate Use and Lease Agreement for Fuel Facilities and Pipeline (Fuel Facilities Agreement) with Authority for the use of the Airport's fuel facilities, all fees and charges for such use, in common with other users of the hydrant fueling system, will be billed separately in accordance with the provisions of the Fuel Facilities Agreement. If Company is not party to a separate Fuel Facilities Agreement, Company, in common with all other users of the Airport's fuel facilities, agrees to pay its share of all residual costs not covered by Passenger Facility Charges (PFCs), Grants or any other federal, State or local programs. Such costs will be amortized over the expected life of the expansion of the hydrant fuel system to the Site and fuel pits located immediately adjacent to the Site at five percent (5%).

5.07 Failure to Make Timely Payments

Without waiving any other right available to the Authority in the event of default in Company's payment of any Rents, fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, Authority reserves the right to charge Company interest thereon, from the date such Rents, fees and charges became due until the date payment is received by the Authority, at the maximum interest rate then authorized by law, or twelve percent (12%) per annum, whichever is less.

5.08 Rents, Fees and Other Charges a Separate Covenant

Except as specifically forth in this Agreement, Company will not for any reason withhold or reduce its required payments of Rents, fees and other charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents, fees and other charges is a covenant by Company that is independent of the other covenants of the Parties hereunder; provided, however, Company may pay such Rents, fees and other charges under protest and nothing contained herein shall preclude the Company from contesting the validity of Rents, fees and charges Company may have paid whether under protest or otherwise.

5.09 Employee Parking Fees

Employee parking permits are required for employees parking in any location other than the Leased Premises. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792. If Company's employees, agents, contractors, or visitors park in areas other than the Leased Premises, Authority reserves the right to charge Company or its employees a reasonable and non-discriminatory parking fee based on Authority's cost of providing services and facilities for the employee parking areas provided at the Airport. If Company is invoiced by Authority for parking fees, payment is due to Authority within 15 days from the date of the invoice, or parking privileges may be terminated. This provision will not apply to any employees, agents, contractors, or visitors parking on the Leased Premises.

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

Upon at least sixty (60) days' advanced written notice at any time or times during the term of this Agreement or within three years after the end of the term of this Agreement, including any Renewal Term, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's books and records related to this Agreement for the purpose of determining compliance with this Agreement.

5.11 Place of Payments

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

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

Or

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

Or

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

ARTICLE 6

OBLIGATIONS OF COMPANY

In accordance with Authority's Rules and Regulations, Policies, Standard Procedures, and Operating Directives, Company agrees to comply with the following:

6.01 Business Operations

Except as otherwise provided in this Agreement, Company will provide all necessary equipment, personnel, and other appurtenances necessary to conduct Company's Business. Company shall conduct Company's Business hereunder in an 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 Leased Premises, the Common Use Area, or elsewhere on the Airport.

6.02 Sound Level

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

6.03 Conduct of Employees and Invitees

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

6.04 Equipment and Vehicle Parking

Company shall ensure that all equipment and vehicles owned or operated by Company or any of its vendors or contractors will be parked and/or stored in areas designated on the Leased Premises and will not be parked in the Common Use Area or allowed to interfere in any way with any other operations adjacent to the Leased Premises. Written permission from the Authority shall be obtained prior to the parking of any equipment or vehicles outside the Leased Premises.

Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any other operations at the Airport. Company's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by Authority.

Company shall not operate tractor-trailer or delivery trucks on the Aircraft Operations Area (AOA) without prior written permission from Authority. No vehicle shall access the AOA unless directly related to Company's Business. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Authority Policies, Rules and Regulations, Operating Directives and security requirements. All vehicles, including those of its employees, agents, vendors and/or contractors, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle and Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations.

6.05 Disabled Aircraft and Ground Service Equipment

Company shall remove any of its disabled aircraft, vehicles, and ground service equipment (collectively, Disabled Equipment) from the Airfield or Common Use Area as soon as possible after release from proper authorities, as required. Company shall place or store Disabled Equipment only in such areas, and upon such terms and conditions, as may be determined by the Authority's Director of Operations or designee. In the event Company fails to remove any of its Disabled Equipment as

expeditiously as possible, Authority may, but shall not be obligated to, cause the removal of such Disabled Equipment and shall bill Company accordingly. Upon receipt of such invoice, Company shall pay to Authority the costs incurred for such removal plus fifteen percent (15%). Nonpayment of such invoice for more than thirty (30) days after receipt of Authority's notice of delinquency by Company will be deemed a condition of default of this Agreement.

6.06 Garbage, Debris, and Waste

Company shall remove from the Leased Premises or otherwise dispose of in a manner approved by the Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its use and occupancy of the Leased Premises or out of Company's Business. Any such debris or waste that is temporarily stored shall be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Company shall use care that is reasonably prudent under the circumstances when removing all such waste.

6.07 Nuisance

Company shall not commit any nuisance, waste, or injury on the Leased Premises, Common Use Area, or elsewhere on the Airport, and shall not do or permit to be done anything, which may result in the creation or commission or maintenance of such nuisance, waste, or injury.

6.08 Vapor or Smoke

Company shall neither create nor permit to be caused or created upon the Leased Premises, Common Use Area, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Agreement.

6.09 Excessive Load

The Authority shall construct paved areas for use by Company in accordance with Company's specifications and planned use. Company hereby agrees that it will use the paved areas as constructed, according to the specifications and planned use for such areas and Company will prohibit its employees, agents, or contractors from exceeding the planned use or from placing excessive loads on paved areas of the Leased Premises, Common Use Area, or elsewhere at the Airport. Company shall be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading.

6.10 Flammable Liquids

Company shall not keep or store flammable liquids within any covered and enclosed portion of the Leased Premises in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The foregoing will not restrict Company from handling within the Authority's Improvements dangerous goods cargo that Company transports for its customers. Company must, however, comply with all applicable laws and regulations in the handling of that cargo.

6.11 Frequency Protection

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

6.12 Taxes

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

6.13 Security Badging

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

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

If any Company employee is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly. If the Badge is not returned to the Authority promptly, then Company will be billed per Authority Standard Procedure relating to lost, stolen or not properly returned Badges, as amended from time to time.

6.14 Keying Scheme

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

ARTICLE 7

CONSTRUCTION OF AUTHORITY'S IMPROVEMENTS

7.01 Authority's Improvements

Authority shall cause Authority's Improvements as shown on Exhibit A to be acquired, constructed and installed in accordance with the Authority Improvements and Design Criteria Documents,

Plans and Specifications, and all laws, building codes, ordinances and other applicable governmental requirements.

7.02 Expenditures of the Construction Contingency

The parties intend to use the amount set aside in the Facility Budget for the contingency (Contingency) only to the extent necessary to pay:

- A. Change Orders that become necessary because of unforeseen conditions discovered after Authority accepts the Facility Budget from the Developer Firm and directs the Developer Firm to proceed with the design and construction of Authority's Improvements or that are necessary in order to achieve the design intent of the approved Plans and Specifications; or
- B. Remediation of mitigation of environmental contamination attributable to the construction of Authority's Improvements or Company's activities on the Site during that construction.

Change Orders that Company requests and that Authority approves that are not contemplated in Exhibit A or Exhibit C shall be paid for by the Company within 15 days after Company's receipt of invoice.

Authority may not expend the Contingency on remediation or mitigation of environmental contamination that occurs for reasons other than the activities of Company or the Developer Firm engaged in constructing Authority's Improvements or any of their respective officers, employees or agents on or about the Site during that construction.

Before expending any part of the Contingency, Authority will consult with Company with regard to the need for, nature, purpose, and amount of the proposed expenditure. Approval will be sought from Company for any changes that deviate from the Authority Improvements and Design Criteria Documents related to Authority's Improvements. Company may not withhold its approval with respect to Change Orders that are necessary to permit completion of Authority's Improvements. All approvals sought will be deemed approved by Company if Authority does not receive a response within five (5) days of receipt by Company.

7.03 Company's Improvements

- A. If, prior to the date of Substantial Completion, a part or parts of Authority's Improvements are substantially complete and ready for occupancy, Company may, but need not, occupy the part or parts of Authority's Improvements that are substantially complete and certified for occupancy with Authority's approval. If Company elects to take partial occupancy of Authority's Improvements, Company shall pay to Authority a proportionate part of the

Rents required by virtue of the terms of Article 5 of this Agreement, with that proportionate part being equitably calculated on the basis of the value and area of that part of Authority's Improvements the Company occupies. Authority may not unreasonably withhold or delay its approval of the Company's early occupancy of a portion of the Leased Premises and may not withhold that approval as long as that occupancy will not delay Substantial Completion or entitle the Developer Firm to an increase in compensation for the construction of Authority's Improvements. If, prior to Substantial Completion of Authority's Improvements in their entirety, Company occupies a portion of Authority's Improvements, the terms of this Agreement will apply to that occupancy. Authority must keep Company informed of the progress of construction of Authority's Improvements.

The Parties will work towards allowing Company's employees and contractors to enter Authority's Improvements for the purpose of installing Company's Improvements as shown on Exhibit D, Company's Improvements, at least forty-five (45) days in advance of the projected Date of Substantial Completion, in accordance with all applicable laws, building codes, ordinances and other governmental requirements, as long as that occupancy will not delay Substantial Completion or entitle the Developer Firm to an increase in compensation for the construction of Authority's Improvements. Authority and Company, in consultation with Developer Firm, may adjust this date through a written instrument without the need for formal amendment to this Agreement. Authority's Vice President of Real Estate may sign such written instrument on behalf of Authority. Company indemnifies Authority for all activities during this period and all terms of the indemnification provision of this Agreement apply to early occupancy.

B. Upon completion of Authority's Improvements, Authority will deliver possession of the Leased Premises to Company, free from debris and in broom-clean condition, and if Company has not previously commenced the construction and installation of Company's Improvements, Company may enter the Leased Premises for purposes of constructing and installing Company's Improvements. Company's Improvements include the construction and installation of sort, material handling, telecommunications, security and other equipment and fixtures necessary to Company's Business on the Leased Premises, and the acquisition and installation of Company's personal property, all as described on the attached Exhibit D.

C. Company's Responsibilities for Company's Improvements

1. Company is responsible for the complete design, construction and maintenance costs of Company's Improvements, as described on the attached Exhibit D.

2. Company is responsible for all maintenance of Company's Improvements.

ARTICLE 8

MAINTENANCE AND REPAIR

8.01 Authority's Obligations

The construction of the cargo facilities shall be done in a good and workmanlike manner, in full and complete compliance with the Plans and Specifications, in accordance with applicable building codes, laws and regulations, and all materials used shall be in accordance with the Plans and Specifications and shall be of appropriate quality and grade for the intended use. Authority shall, at Authority's sole cost and expense, repair any latent or patent construction defects of which Company gives Authority written notice within a period of one (1) year after the date of Substantial Completion. In addition, Authority shall replace all landscape plantings that die during the first year of the Initial Term for reasons not attributable to a failure on Company's part to make arrangements for the mowing, fertilizing, and other routine care of the lawn and other landscape plantings on the Leased Premises. Authority agrees to assign to Company any equipment warranties available to Authority.

Throughout the Initial Term and any Renewal Term, Authority shall maintain Pond 2 and all Common Use Area to which Company has access. Authority shall perform the foregoing maintenance at its expense, unless the need for the repair or replacement arises from the negligence or willful misconduct of the Company or any of its employees, agents, contractors or other invitees, in which case Company shall reimburse Authority for the amount by which the cost that Authority reasonably incurs in making the repair or replacement exceeds the proceeds payable in respect of the damage under the terms of any property insurance that Authority maintains in force or that this Agreement obligates Authority to maintain in force. Company shall make that reimbursement to Authority within fifteen (15) days after the date of Company's receipt of Authority's invoice and such documents as Company may reasonably require to corroborate Authority's costs. Any request for verification or corroborative back up documents to the invoice must be made within five (5) days of receipt of the invoice and shall only include more detailed invoice oriented materials.

8.02 Company's Obligations

Except for the items above, which are the responsibility of Authority, Company shall throughout the Initial Term and any Renewal Term assume full responsibility for all repair and maintenance of the Leased Premises, whether such repair or maintenance be ordinary or extraordinary. Company shall keep the Leased Premises and all of Company's trade and other fixtures,

equipment, and personal property that are located on any part of the Leased Premises and that are open to or visible to the general public, in a clean and orderly condition and appearance; and:

A. Fire Protection

Provide required fire protection and safety equipment (other than that which Authority must provide in connection with construction of Authority's Improvements) and maintain the 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

B. Condition of Leased Premises

Keep all areas of the Leased Premises in a state of good repair subject to reasonable wear and tear, including: repair of any damage or destruction to any overhead or pedestrian door, pavement or other surface of the Leased Premises caused by Company's, its agents', servants', employees', contractors', permittees' or invitees' use of pavement or other surfaces in excess of the approved specifications and planned uses hereunder, or any damage or destruction to a building or other improvement caused by oil, gasoline, grease, lubricants, or other substances having a corrosive or detrimental effect thereon that Company or any of its agents, servants, employees, contractors, permittees or invitees; and

C. Landscaping

Except as provided in Article 8.01 above, take such anti-erosion measures, including but not limited to, the planting and replanting of grasses following the initial planting, with respect to all portions of the Leased Premises not paved or built upon and replace any plantings that die after the first year of the Initial Term; and

D. Utilities

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, retention ponds, sanitary sewers and storm sewers that are now or that may be subsequently located upon the Leased Premises and used by the Company exclusively; and

E. Electrical Service

Inspect electrical service areas and keep such areas free of debris and foreign objects at all times; and

F. Vehicle Parking Areas

Clean, sweep, and remove oil and debris, and repair and stripe on a routine basis.

G. Required Scheduled Maintenance

In addition to Company's maintenance obligations included in this Agreement, Company further agrees to maintain, at a minimum, certain components of Company's Improvements according to the following maintenance schedule:

1. Roof

Company will obtain periodic roof inspections per the roof manufacturer guidance by a qualified roof inspector/contractor to determine required maintenance action.

2. Building Exterior

Building exterior will be inspected annually, on or before each anniversary date of the Commencement of Rent Date. Mildew, staining, dirt, cobwebs, etc. will be cleaned as needed.

3. Overhead Doors and Security Gates

Overhead doors and security gates will be lubricated and adjusted at intervals recommended by the manufacturer and will be inspected and cleaned monthly.

4. Equipment Inspection

All heating, ventilation, and air conditioning (HVAC) equipment will be inspected monthly, replacing air filters as required. HVAC quarterly, semi-annual and annual maintenance will be performed in accordance with the manufacturer's recommendation. A qualified service vendor will inspect HVAC systems at least annually, on or before each anniversary date of the Commencement of Rent Date.

5. Awning and Door Seals

Be responsible for maintenance and repair of any awning or door seal on the Leased Premises.

Company will submit a condition report to Authority at the completion of each annual inspection. Recommended work will be performed as soon as practical after receipt of the report.

H. End of Term Condition

In addition to the scheduled maintenance required under this Article, Company will maintain Company's Improvements and the Leased Premises to ensure that at the termination of this Agreement their condition will be in a good state of repair, reasonable wear and tear and obsolescence excluded, and will comply with the conditions set forth below:

1. The roof will be free of any leaks.
2. The HVAC system will heat and cool properly.
3. All hangar doors will open and close properly.
4. The exterior paint will be free of unsightly conditions.
5. The interior of Company's Improvements will be painted within one year prior to the termination of this Agreement.
6. The storm water system will be working properly.
7. The exterior pavements will be in good condition without pot holes and spalling.

8.03 Copies of Reports and Warranties

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

8.04 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship. Authority will be the sole judge of the quality of maintenance.

Authority or its authorized agents may at any reasonable time, without notice, enter upon the Leased Premises and Company's Improvements to determine if maintenance satisfactory to Authority is being done. If it is determined that maintenance is not satisfactory, in Authority's sole and reasonable judgment, Authority will so notify Company in writing with adequate detail and description of any objections and provide a time frame for Company to rectify same.

8.05 Failure to Maintain and Repair Leased Premises

The Authority retains the right, after giving reasonable advance notice to Company, to enter upon the Leased Premises to repair any utilities thereon, that serve, either exclusively or in common, areas other than the Leased Premises. Authority shall endeavor to use commercially reasonable efforts to minimize interference or disruption to Company's Business.

If Company fails to perform Company's maintenance responsibilities, Authority shall have the right, but not the obligation, to perform such maintenance responsibilities, provided the Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company thirty (30) days or such longer duration as may be reasonably required to correct the failure through the exercise of prompt, diligent and continuous effort. All costs incurred by the Authority in performing the Company's maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by Company within thirty (30) days of receipt of invoice. Failure of Company to pay for more than thirty (30) days after receipt of Authority's notice of delinquency shall be deemed a condition of default of this Agreement.

ARTICLE 9

IMPROVEMENTS AND ALTERATIONS BY COMPANY

9.01 Structural Alterations

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

9.02 Alterations and Improvements to Common Use Area and Airport

Company acknowledges that from time to time Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Common Use Area or the Airport that may temporarily affect Company's operations hereunder. Company agrees to accommodate Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to Authority, its members, officers, employees, agents, or volunteers by reason of such inconvenience or impairment.

9.03 Removal and Demolition

Company and its subcontractors will not remove or demolish, in whole or in part, any improvements upon the Leased Premises without the prior written consent of Authority, which may, at its sole discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an improvement specified in such consent.

9.04 Approvals Extended to Architectural and Aesthetic Matters

Approval of Authority will extend to and include architectural and aesthetic matters. Authority reserves the right to reject any design layouts or design proposals submitted by Company and to require Company to resubmit any such layouts or proposals at Company's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.

9.05 Display Locations

Company and its subcontractors will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Leased Premises without the prior written approval of Authority.

9.06 Ceiling

Company and its subcontractors will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any part of the Leased Premises without the prior written approval of Authority.

9.07 Written Approval

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

9.08 Construction and Installation Schedule

Company will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the final plans. All improvements and displays installed by Company will be of high quality, safe, and fire resistant materials.

All plans and specifications for the improvements, displays and equipment constructed or installed by Company, its agents, or subcontractors, will conform to all applicable statutes, ordinances, building codes, rules and regulations. Company will obtain, at its own expense, all necessary building permits.

9.09 Conditions

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

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

9.10 Completion of Improvements

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

ARTICLE 10
TITLE TO IMPROVEMENTS

All improvements of whatever kind or nature, including but not limited to, the Authority's Improvements and all buildings and equipment installed upon the Leased Premises, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, pavement, tie-down facilities and the like placed upon the Leased Premises, with or without consent of the Authority, which, under the laws of the State of Florida, are part of the realty, shall be deemed to be the property of the Authority and shall remain on the Leased Premises unless otherwise agreed to in writing. Title to all personal property, furnishings and trade fixtures shall be and remain with Company and shall be removed from the Leased Premises upon termination or expiration of this Agreement as provided herein. Company will pay all costs associated with the repair of damage to the Leased Premises due to such removal. Company will have no obligation to restore the Leased Premises at the expiration of the Initial Term or any Renewal Term or any earlier termination of this Agreement to the condition existing prior to Company's making of any alteration or improvement to the Leased Premises that the Authority has approved in accordance with the terms of this Agreement.

ARTICLE 11
LIENS

The Authority's interest in the Leased Premises shall not be subjected by reason of any construction that Company initiates or causes to be initiated to any construction, mechanic's, materialman's, tax, laborer's or any other lien, whether the Authority has given its written approval for the construction of improvements made by or for Company, or otherwise, and Company shall save and hold harmless the Authority and its interest in the Leased Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Company shall cause same to be satisfied or shall post a payment bond for the lien, in an amount equal to one hundred percent (100%) of the cost of the lien claim.

ARTICLE 12
DEFAULT AND TERMINATION RIGHTS

12.01 Events of Default

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

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. Company's conduct of any business or performance of any acts at the Airport not specifically authorized herein or by other agreements between Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of Authority's written notice to cease said business or acts.
- C. Company's failure to cure a default in the performance of any of the terms, covenants, and conditions required herein (except Payment Security requirements, insurance requirements, and payment of Rents, fees, and charges), all as provided for herein within thirty (30) days of receipt of written notice by Authority to do so; or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Company of written demand from Authority to do so, Company fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. Company shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.
- D. The failure by Company to pay any part of the Rents, fees, and charges due hereunder and the continued failure to pay said amounts in full within thirty (30) days of Authority's written notice of payments past due. Provided, however, if a dispute arises between Authority and Company with respect to any obligation or alleged obligation of Company to make payments to Authority, payments under protest by Company of the amount due shall not waive any of Company's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then Authority shall promptly reimburse Company any amount determined as not due plus interest on such amount at one and one-half percent (1-1/2%) per month.

- E. The failure by Company to provide and keep in force Payment Security in accordance with Article 18.
- F. The failure by Company to provide and keep in force insurance coverage in accordance with Article 17.
- G. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- H. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, (not including a merger or sale of assets).
- I. Failure of Company or Sister Company to maintain an Operating Agreement with Authority at the Airport.
- J. The insolvency of Company; or if Company shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as a bankrupt pursuant thereto.
- K. Company's interest under this Agreement being modified or altered by any unauthorized assignment or subletting or by operation of law;
- L. Company's failure to comply with any environmental laws, programs or audits promulgated by the Authority or applicable regulatory agencies, which may be revised from time to time, and the continuance of such failure for more than thirty (30) days after written notice from Authority; or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Company of written demand from Authority to do so, Company fails to commence the remedying of such default within said thirty (30) days following such notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof. Company shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days at a commercially reasonable cost, (ii) that it is proceeding with diligence to cure said default, and (iii) that such default will be cured within a reasonable period of time.

- M. Company's non-compliance with Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies

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

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

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or non-compliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Leased 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 Leased 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, privileges, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by Authority will not impair its rights to any other right, power, option, privilege or remedy available under this Agreement or provided by law.

12.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for the prompt payment of all Rents, fees and charges due hereunder and for all preceding breaches of any covenant of this Agreement.

No re-entry or retaking of possession of the Leased Premises by the Authority shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to Company, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rents or other moneys due to the Authority hereunder, or of any damages accruing to the Authority by reason of the violations of any of the terms, provisions, and covenants herein contained. The Authority's acceptance of Rents or other monies following any event of default hereunder shall not be construed as the Authority's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Authority to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any such remedy. It is agreed by the Parties that losses or damages that the Authority may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for above, shall include the expense of repossession or reletting, any unpaid amounts for construction of improvements, and any repairs or remodeling undertaken by the Authority following repossession.

12.04 Company's Remedies

Company may terminate this Agreement and all of its obligations hereunder, at any time that Company is not in default in the payment of any Rents, fees or charges to Authority, by first giving to Authority thirty (30) days' written notice after the happening of any of the following events:

- A. The Authority's permanent abandonment of the Airport as an air terminal; or

- B. The inability of Company to use the Airport for a period of longer than ninety (90) consecutive days due to war, earthquake or other casualty; or
- C. The inability of Company to use the Airport for a period of longer than ninety (90) days due to the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Company or Authority, preventing Company from operating Company's Business; provided, however, that such inability or such order, rule or regulation is not due to any fault of Company or Company's agents.

12.05 Time of the Essence

Time is of the essence of this Agreement; therefore, if either party shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Agreement, the other party may declare the delinquent party to be in default of such Agreement.

ARTICLE 13

UTILITIES

13.01 Utility Infrastructure

Company will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunication and data services at the Leased Premises.

13.02 Upgraded Utility Infrastructure

If Company requires infrastructure beyond what currently exists or that will be provided as part of the Authority's Improvements, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such infrastructure related to its use of the Leased Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

13.03 Utility Services

Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunication services and the cost of necessary meters for measuring said utility services. Company will save Authority harmless from any and all costs or charges for utility services furnished to or required by Company as may be necessary or required in the operation and maintenance of the Leased Premises.

13.04 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 Leased Premises and Common Use Area. When installing new lines or services, Authority will protect any existing Company Improvements and will avoid any unreasonable interference with Company's Business.

ARTICLE 14
INGRESS AND EGRESS

14.01 Use of Public Way

Company will have the right of ingress to and egress from the Airport, the Leased Premises, and the Common Use Area for Company's officers, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws and Authority's right to establish rules and regulations and operating directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

14.02 Methods of Ingress or Egress

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

ARTICLE 15
ASSESSMENTS, PERMITS, LICENSES

Company shall obtain and maintain throughout the Initial Term and any Renewal Term all permits, licenses, or other authorizations required in connection with the operation of Company's Business on the Leased Premises or at the Airport. Copies of all required permits, certificates, and licenses will be made available to Authority upon request. Notwithstanding the preceding, Authority shall provide Company with a Certificate of Occupancy to use and occupy Authority's Improvements.

ARTICLE 16
INDEMNIFICATION

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, liens, costs, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Authority property;

2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

of or by Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be

limited by the amount of any insurance required to be obtained or maintained under this Agreement.

- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- H. If the above subarticles A – G or any part of subarticles A – G are deemed to conflict in any way with any law, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 17
INSURANCE

17.01 Insurance Terms and Conditions

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

17.02 Required Coverages – Minimum Limits

A. Workers' Compensation and Employer's Liability Insurance

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

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

B. Airport Liability

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

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

C. Business Auto Liability

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

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

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

made basis, insurance must respond to claims reported within three years of the end of this Agreement. Limits of Coverage will be:

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

E. Aircraft Liability Insurance

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

Bodily Injury, Personal Injury and Property Damage Liability	\$10,000,000
Combined single limit	

F. Hangarkeepers Liability Insurance

The minimum limits of Hangarkeeper's Legal Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering aircraft in the care, custody, or control of Company (including all in-flight aircraft operations) are:

Each Aircraft	\$10,000,000
Each Occurrence All Aircraft	\$10,000,000

G. Property Insurance

Property insurance will be written on an all-risk coverage form. Such property insurance will be written on a replacement cost basis. This insurance will cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on the Leased Premises. Such insurance will include Authority as an additional insured and loss payee. Such insurance will not be subject to a deductible greater than 5% of the total insured value of all covered property located on the Leased Premises and no more than \$50,000 per occurrence for all other perils. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Company.

17.03 Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waives all rights against Authority and members of Authority's

governing body, Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

17.04 Conditions of Acceptance

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

ARTICLE 18
SECURITY FOR PAYMENT

18.01 Payment Security Requirements

- A. Unless Company has maintained an agreement similar to this Agreement with Authority during the 18 months prior to the effective date of this Agreement without the occurrence of any act or omission that would have been a default under this Agreement, Company will provide Authority on or before the Effective Date of this Agreement with an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three months' Rents, fees and charges (excluding PFCs), payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, fees, tax assessments, and charges due hereunder (Payment Security). Company will be obligated to maintain such Payment Security in effect until the expiration of 18 consecutive months during which Company commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least 60 days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least 60 days prior to any cancellation.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three months' estimated Rents, fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment

Security is equal to three months' estimated Rents, fees and charges payable by Company pursuant to this Agreement.

- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within 90 days of the date such event becomes known to Authority, may impose or reimpose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of 18 consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

18.02 Satisfactory Performance

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

ARTICLE 19
PROPERTY DAMAGE

19.01 Partial Damage

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

19.02 Extensive Damage

In the event damages as referenced in Article 19.01 of this Agreement are so extensive as to render all or a significant portion of the Leased Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

19.03 Complete Destruction

In the event the Leased 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 Leased Premises untenable, and the Leased Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, and reconstruct the Leased Premises. In the event Authority elects not to repair, replace, and/or reconstruct the Leased Premises, Authority will not be required to grant alternative premises and this Agreement and the obligations of the Parties hereunder will terminate.

19.04 Abatement of Rents

In the event of extensive damage or complete destruction as referenced in Article 19.02 and 19.03 above, the portion of Rents attributable to untenable Leased Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Leased Premises can be re-occupied. Notwithstanding the foregoing, in the event the Leased Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Rents and fees will not abate and Company will be responsible for all costs to repair or rebuild that portion of the Leased Premises damaged or destroyed as a result of Company's act or omission.

19.05 Limits of Authority's Obligations Defined

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

19.06 Waiver of Subrogation

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

ARTICLE 20

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 21

FAA APPROVAL

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

ARTICLE 22

ENVIRONMENTAL

22.01 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in

connection with Company's operations on the Leased Premises and Common Use Area, the following:

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

- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

22.02 Environmental Considerations

- A. Company, 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 Leased Premises or Common Use Area. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Leased Premises, Common Use Area, or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within 10 days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets, and waste disposal manifests prepared or issued in connection with Company's use of the Leased Premises.
- D. At the end of this Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least 30 days prior to the end of this Agreement.

22.03 Hazardous Substance and Solid Waste

A. The term "Hazardous Substance", as used in this Agreement, 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 Agreement, will mean:

1. any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the Florida Department of Environmental Protection (FDEP), specifically Chapter 62-702, 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.

22.04 Prior Environmental Impacts

Nothing in this Agreement will be construed to make Company liable in any way for any environmental impacts (including subsurface contamination or other environmental conditions) or releases of Hazardous Substances, as defined herein, affecting the Leased Premises that occurred (i) prior to Company's entry upon, or occupancy of, the Leased Premises; (ii) as a result of the actions of Authority or any of its employees, agents, or contractors; or (iii) as a result of the actions of any third party. Company and Authority acknowledge and agree that Exhibit G, Environmental Baseline Report, dated June 26, 2019, attached hereto and by this reference made a part hereof, states the condition of the Leased Premises to the best of the Parties' knowledge on the Effective Date of this Agreement, and the statements contained therein are acknowledged by the Parties.

22.05 Off-Site Environmental Impacts

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

22.06 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

- B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.
- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Leased Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

22.07 Stormwater

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

- A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). Company will establish a BMP plan for the Leased Premises and submit a copy to Authority.

- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP; a copy will be submitted to Authority. Company is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Leased Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

22.08 Environmental Inspection at End of Agreement Term

- A. All end of term environmental inspection studies will reference any changes in Leased Premises as compared to Exhibit G, Environmental Baseline Report, dated June 26, 2019. At least 120 days before the expiration or early termination of this Agreement, as provided herein, Company will conduct an environmental inspection and examination of the Leased Premises. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority and report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Leased Premises have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article, and return the Leased Premises to the same condition or better as was present on Effective Date and described in Exhibit G.

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

ARTICLE 23

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 24

NON-DISCRIMINATION

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

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

24.01 Civil Rights – General – 49 USC § 47123

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

B. Duration:

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

24.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

1. Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-Discrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Article 24.02(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration:

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

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

ARTICLE 25
NON-EXCLUSIVE RIGHTS

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

ARTICLE 26
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 27
RIGHT OF ENTRY

Authority will have the right to enter the Leased Premises for the purpose of periodic inspection of the Leased Premises from the standpoint of safety and health and monitoring of Company's compliance with the terms of this Agreement. Authority may at any time during the Initial Term and any Renewal Term hereof, upon reasonable notice and at reasonable times, enter upon the Leased Premises and Company's Improvements, and at any time during the last year of the Initial Term or any Renewal Term or in the event of default, show the Leased Premises and Company's Improvements to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 28
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 Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on Airport.

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

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

ARTICLE 29
PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which the Leased Premises are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of 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 30
SIGNS

30.01 Written Approval

Except with the prior written approval of Authority, Company will not erect, maintain, or display any signs or any advertising at or on the Leased Premises or Common Use Area.

30.02 Removal

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

ARTICLE 31
ASSIGNMENT AND SUBLEASING

31.01 Subleases and Assignments

Company will not have the right to transfer, sell, assign, sublet, license or otherwise transfer any or all of the Leased Premises or Company's Improvements without the prior written consent of Authority, which will not be unreasonably withheld. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of Company; or (B) proposes a use different than those uses authorized in this Agreement. If a transfer,

sublease, assignment or delegation is approved, Company will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Agreement.

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

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

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

Any attempted transfer, sublease, assignment, delegation, or license of this Agreement, except as provided in Section 31.01 above, without the prior written approval of Authority shall be void and of no effect, except Company and all purported transferees, subleases, assignees, delegates, and licensees shall be obligated and liable to Authority with respect to each and every provision of this Agreement as fully as if such attempted transfer, sublease, assignment, delegation, or license had been valid.

31.03 Subsequent Assignment/Sublease

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

31.04 Company's Liability

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

31.05 Authority Right to Assign

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

ARTICLE 32
MORTGAGE RIGHTS OF COMPANY

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

ARTICLE 33
COMPANY TENANCY

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

ARTICLE 34
CONDEMNATION

If the whole or any part of the Leased 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 Agreement will terminate from the date of sale or title vesting, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of said Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

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

ARTICLE 35
SURRENDER OF LEASED PREMISES

Company will surrender up and deliver the Leased Premises to Authority upon the conclusion of this Agreement in the same condition as existed at the Commencement of Rent Date, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Leased Premises and Common Use Area at the conclusion of this Agreement. Failure on the part of Company to remove its personal property within 10 days after the date of termination of this Agreement will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the

disposition of such personal property will be borne by Company. If Company is in default of any Rents or fees of this Agreement, Authority will have a lien for such Rents or fees upon any property found upon the Leased Premises or Common Use Area in accordance with Florida Statutes and, in such event, Company will not remove any property from the Leased Premises or Common Use Area without written approval of Authority.

ARTICLE 36

NO ACCEPTANCE OF SURRENDER

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

ARTICLE 37

WAIVER OF CLAIMS

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

ARTICLE 38

PERSONAL PROPERTY

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

ARTICLE 39

PERSONAL LIABILITY

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

ARTICLE 40
APPLICABLE LAW AND VENUE

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

ARTICLE 41
AUTHORITY APPROVALS

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

ARTICLE 42
INVALIDITY OF CLAUSES

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

ARTICLE 43
HEADINGS

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

ARTICLE 44
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three days after 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:

TO COMPANY:

(MAIL DELIVERY)

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P. O. BOX 22287
TAMPA, FLORIDA 33622
ATTN: CHIEF EXECUTIVE OFFICER

UPS AIRLINES
1400 N. HURSTBOURNE PKWY
LOUISVILLE, KY 40223
ATTN: AIRPORT PROPERTIES

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

UPS AIRLINES
1400 N. HURSTBOURNE PKWY
LOUISVILLE, KY 40223
ATTN: AIRPORT PROPERTIES

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

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

ARTICLE 45

SUBORDINATION TO TRUST AGREEMENT

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

ARTICLE 46

FEDERAL RIGHT TO RECLAIM

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

ARTICLE 47
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 a 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 48
RELATIONSHIP OF PARTIES

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

ARTICLE 49
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O.BOX 22287, TAMPA FL 33622.

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

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 50

AGENT FOR SERVICE OF PROCESS

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

ARTICLE 51

MISCELLANEOUS

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

ARTICLE 52

FORCE MAJEURE

Neither Party will be liable to the other for any failure, delay or interruption in performance caused by Force Majeure events or circumstances affecting the Parties, their contractors or subcontractors for the duration

of the Force Majeure event or circumstance. Nothing in this Article abates, postpones, or diminishes Company's obligation to make payments due Authority hereunder.

ARTICLE 53
BROKERAGE COMMISSION

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

ARTICLE 54
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 55
COMPLETE AGREEMENT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2019.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Lesley "Les" Miller, Jr., 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 _____, 2019, by Robert I. Watkins in the capacity of Chairman, and by Lesley "Les" Miller, Jr. in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

UNITED PARCEL SERVICE, INC.

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

UNITED PARCEL SERVICE, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____, 2019,
by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)
at _____ a _____
(Name of organization or company, 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)

EXHIBIT A – AUTHORITY IMPROVEMENTS AND DESIGN CRITERIA DOCUMENTS

Pavement

The total truck court is 134,000 SF +/- of concrete suitable for a high capacity truck dock with two connections to the roadway.

A portion of the pavement will be striped to accommodate 126 +/- cars.

Utilities

Water – Water sufficient for a typical warehouse building will be brought into the Company air cargo building (Building) and installed.

Sewer – Sewer sufficient for a typical warehouse building will be brought into the Building and installed.

Electric – Electricity will be brought into the Building and installed as set forth below.

Communications – Authority will provide a conduit from the nearest offsite connection point to the Building, terminating on a panel inside the Building near the office area. It will be part of Company's Improvements to bring communications lines, including fiber, to the building and connect.

Building

106.36' x 356.76' +/- plus a 56.87 x 14' +/- MDC as shown in diagram below.

Clear span building with a clear height of 24 feet +/-.

Bottom 8 feet +/- of the outside walls will be block or concrete.

Building will be a combination masonry/metal building or tilt-up construction.

Front of the Building will be dock high; rear of Building will be at grade .

6,820 SF +/- of conditioned office space.

910 SF +/- of lockable non-conditioned parts storage (1,910 SF +/- total storage space).

A total of nineteen – 5' x 8' +/- overhead doors for package trucks:

Eight on the MDC

Four on the West face of the building

EXHIBIT A – AUTHORITY IMPROVEMENTS AND DESIGN CRITERIA DOCUMENTS

Seven on the South face of the building

Four – 9'-0" x 9'-6" dock doors, four with levelers and dock seals on the West face of the building. These doors will have secondary security doors that can be pulled down to provide ventilation while still providing security.

The East face of the building will have:

One – 22' wide x 20' tall overhead drive in door

Two – 12' wide x 12' tall overhead drive in door

Two doors 11' x 14' that lead from the building to the caster deck

22' wide x 50' long area of floor in front of the 22' drive in door stressed for a cargo loader.

Balance of floor will be stressed for warehouse use with significant forklift traffic.

Electric service 480-volt three phase 2.5MVA, 3,000 amps.

Dual 3-inch schedule 40 PVC conduits underground from the main panel to four locations on the ramp. Distances as required for aircraft layout.

Conduits for 400Hz, electric cargo loaders, and conditioned air from the building to three of the aircraft parking locations on the ramp.

Conduits for 400Hz and conditioned air from the building to the fourth aircraft parking location on the ramp.

Outdoor (Air Contain By-Pass) docks

There will be 10 outdoor docks. The docks will be adjacent to each other with a spacing of 12' center to center. They will be constructed at dock height. The first 10 feet of pavement from the retaining wall will accommodate a lift. One empty 3 inch schedule 40 PVC conduit will be provided for every two dock lifts.

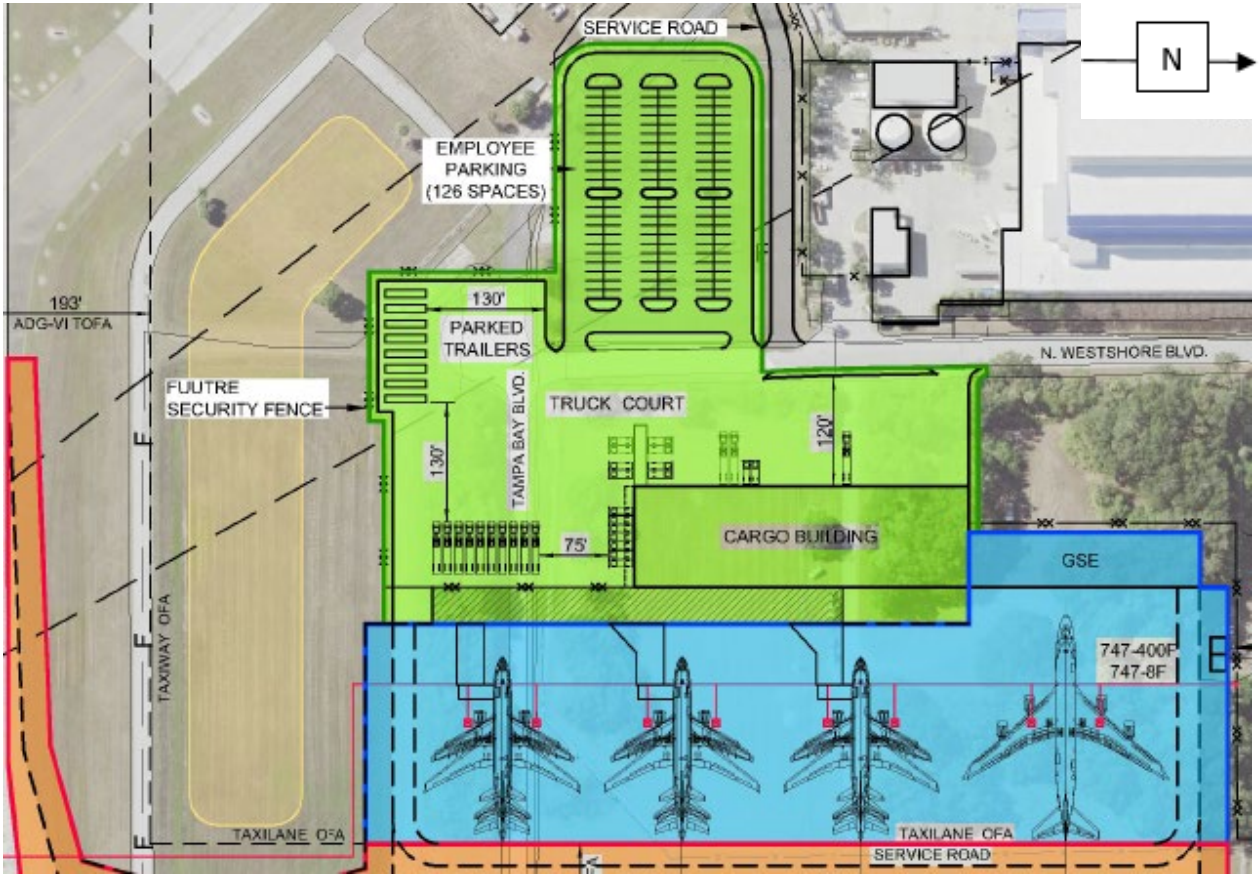
Permits and Code Compliance

Must meet all applicable codes and requirements.

Stormwater management and conveyance will be provided for the Site.

Costs for all permits.

EXHIBIT A – AUTHORITY IMPROVEMENTS AND DESIGN CRITERIA DOCUMENTS



Authority Improvement Area in Green

EXHIBIT B - AUTHORITY'S COMMON USE IMPROVEMENTS

Airfield

Aircraft parking apron as shown in blue and purple on the below diagram

Associated airfield edge lighting

Company provided tether design

Aircraft lead-in striping

Striped and/or unstriped service road around aircraft parking apron

Expansion of Taxilane K to provide an Airport Design Group (ADG) V taxilane in addition to the existing ADG IV taxilane (shown in orange on the below diagram)

Extension of the Airport's fuel hydrant system to the aircraft parking apron

Installation of hydrant fueling pits in the aircraft parking apron

Relocation a portion of the existing blast fence, as shown on the below diagram

Relocation of AOA security fence

Concrete pad for GSE storage of approximately 15,132 +/- SF stressed for a cargo loader (Company to pay ground rent as per this Agreement)

Site

Clear and grub the areas shown in green, blue, and orange on the below diagram

Erosion and sedimentation controls installed at the perimeter of the Site

Earthwork balances to within six inches of grade

Expansion of Pond 2, if necessary

Relocation of service road leading to AOA to the North of the employee parking lot, as shown on the below diagram

Improvements on North Westshore Boulevard to Ohio Avenue

Improvements on Ohio Avenue to Air Cargo Road

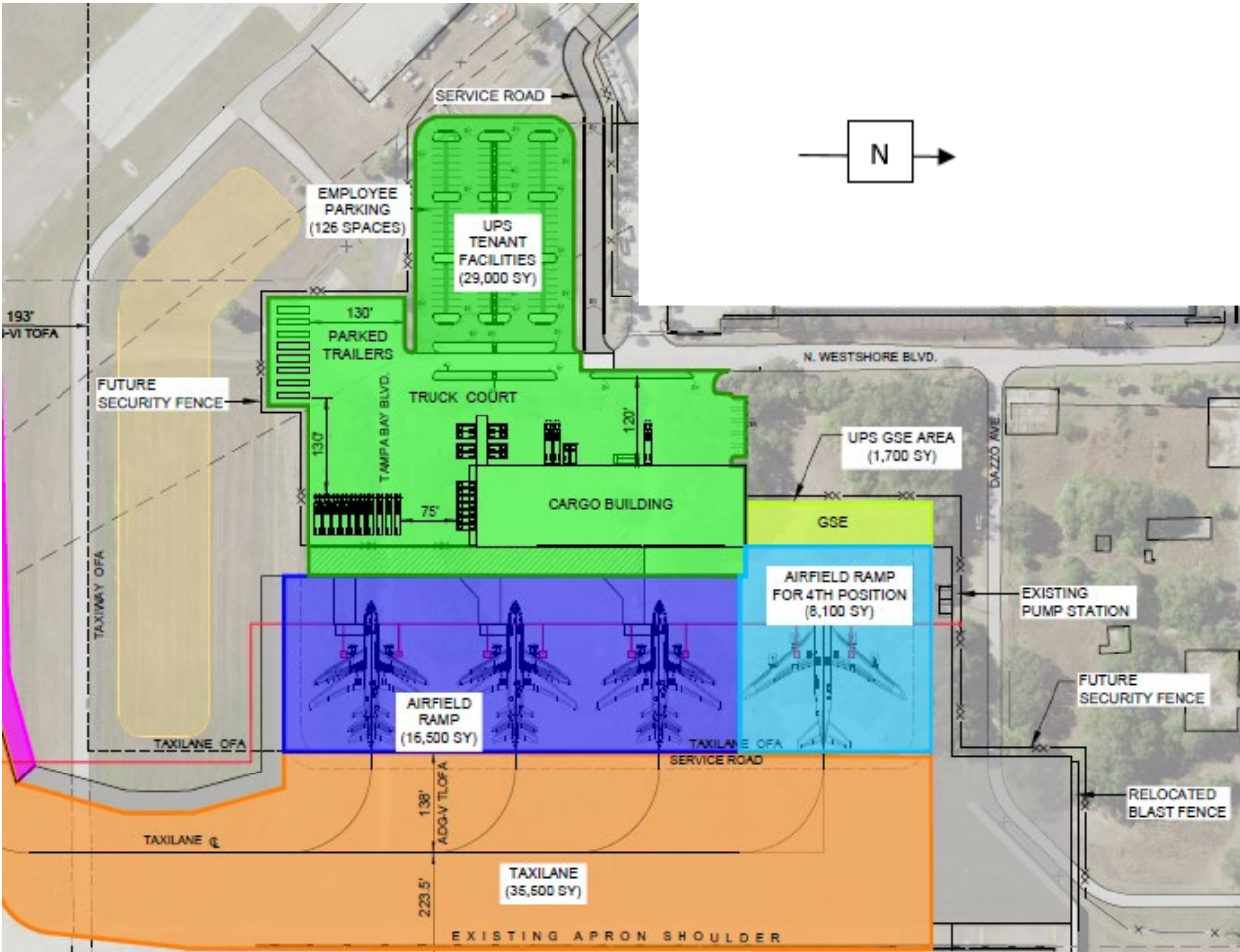
Utilities

Water – Water sufficient for a typical warehouse building brought to within 50 feet of the Western boundary of the Site

Sewer – Sewer sufficient for a typical warehouse building brought within 50 feet of the Northwest corner of the Site

Electric – Electricity brought to within 50 feet of the Western boundary of the Site

EXHIBIT B - AUTHORITY'S COMMON USE IMPROVEMENTS



Authority Common Use Improvements in Orange, Blue, Purple, GSE



May 10, 2019

Hillsborough County Aviation Authority
Tampa International Airport
Attn: Christina Boulnois
4160 George Bean Parkway
Tampa, Florida 33607

Reference: Cost Estimate for UPS Air Cargo Site (Revised Description)

Mrs. Boulnois,

As requested, The Middlesex Corporation is pleased to submit our planning level cost estimate for the UPS South Air Cargo Site to construct the 40,000+ SF air cargo facility for UPS as well as the site civil work associated with landside development of the roughly 6.5-acre site. This proposal was based upon the enclosed site layout agreed upon by HCAA and UPS. The breakdown of projected costs are as follows:

<u>ITEM DESCRIPTION</u>	<u>PROJECTED COST</u>
General Conditions	\$750,000
Design (Including Site Inspections)	\$1,000,000
UPS Building	\$6,100,000
Fine Grading/Hardscape	\$850,000
Base/Paving/Striping	\$2,308,000
Site Electrical & Lighting	\$1,400,000
Sidewalk/Curb	\$610,000
Drainage/Utilities	\$300,000
Landscaping	\$200,000
Subtotal:	\$13,518,000
Contingency (10%)	\$1,351,800
Total:	\$14,869,800

Should you have any questions or require additional information, please don't hesitate to contact me @407-790-1687 or zthompson@middlesexco.com.

Sincerely,
The Middlesex Corporation

A handwritten signature in blue ink that reads 'Zachary Thompson'.

Zachary Thompson
Project Director

Exhibit C-1

Amortization Schedule of Authority's Improvements United Parcel Service, Inc. (Air Cargo)

\$14,869,800.00

Inputs	
Principal amount	\$14,869,800.00
Annual interest rate	5.000%
Period in years	30
Base year of payments	2020
Base month of payments	April

Key Figures	
Annual payments	\$957,891.60
Monthly payments	\$79,824.30
Interest in first calendar year	\$554,911.26
Interest over term of amortization	\$13,866,948.00
Sum of all payments	\$28,736,748.00

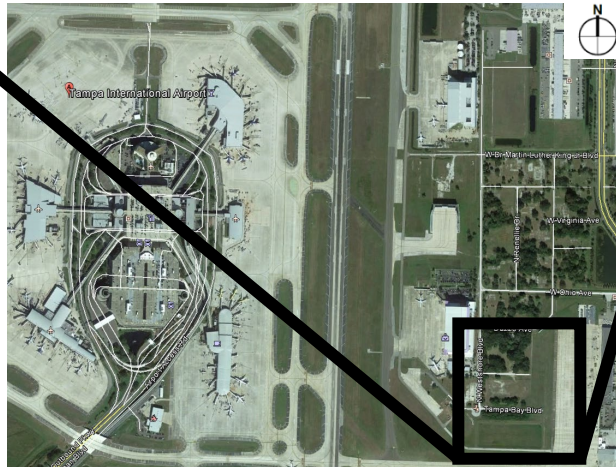
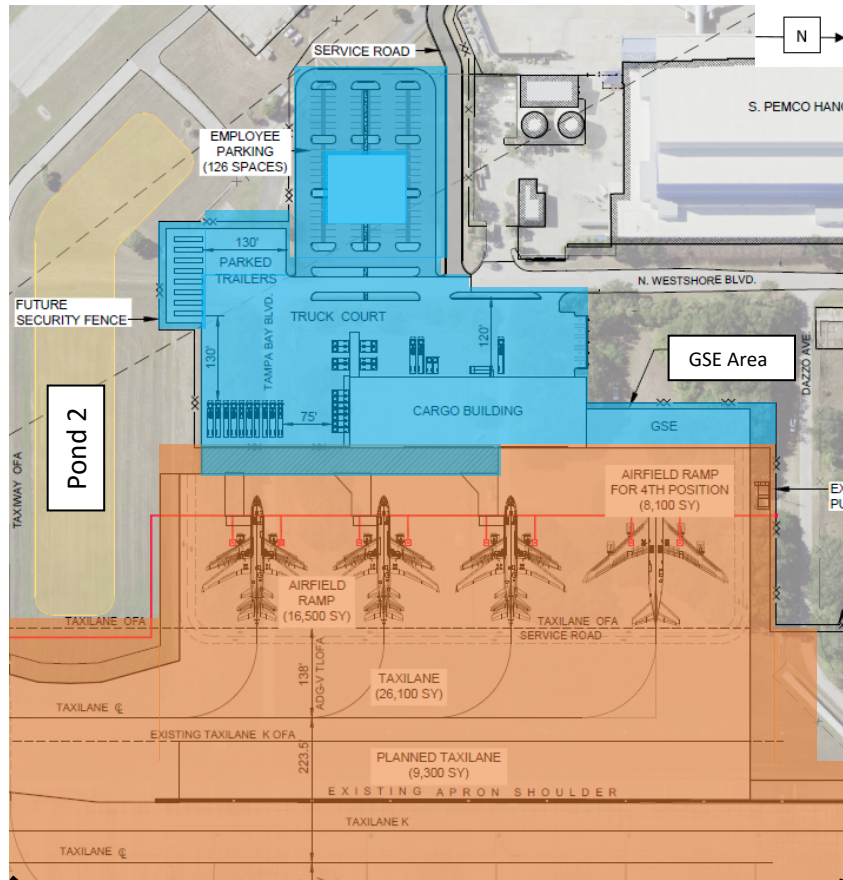
Payments in First 12 Months								
Year	Month	Beginning Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
	Apr	\$14,869,800.00	\$79,824.30	\$17,866.80	\$61,957.50	\$17,866.80	\$61,957.50	\$14,851,933.20
	May	\$14,851,933.20	\$79,824.30	\$17,941.24	\$61,883.06	\$35,808.04	\$123,840.56	\$14,833,991.96
	Jun	\$14,833,991.96	\$79,824.30	\$18,016.00	\$61,808.30	\$53,824.04	\$185,648.86	\$14,815,975.96
	Jul	\$14,815,975.96	\$79,824.30	\$18,091.07	\$61,733.23	\$71,915.11	\$247,382.09	\$14,797,884.89
	Aug	\$14,797,884.89	\$79,824.30	\$18,166.45	\$61,657.85	\$90,081.56	\$309,039.94	\$14,779,718.44
	Sep	\$14,779,718.44	\$79,824.30	\$18,242.14	\$61,582.16	\$108,323.70	\$370,622.10	\$14,761,476.30
	Oct	\$14,761,476.30	\$79,824.30	\$18,318.15	\$61,506.15	\$126,641.85	\$432,128.25	\$14,743,158.15
	Nov	\$14,743,158.15	\$79,824.30	\$18,394.47	\$61,429.83	\$145,036.32	\$493,558.08	\$14,724,763.68
	Dec	\$14,724,763.68	\$79,824.30	\$18,471.12	\$61,353.18	\$163,507.44	\$554,911.26	\$14,706,292.56
2021	Jan	\$14,706,292.56	\$79,824.30	\$18,548.08	\$61,276.22	\$182,055.52	\$616,187.48	\$14,687,744.48
	Feb	\$14,687,744.48	\$79,824.30	\$18,625.36	\$61,198.94	\$200,680.88	\$677,386.42	\$14,669,119.12
	Mar	\$14,669,119.12	\$79,824.30	\$18,702.97	\$61,121.33	\$219,383.85	\$738,507.75	\$14,650,416.15

Yearly Schedule of Balances and Payments							
Year	Beginning Balance	Payment	Principal	Interest	Cumulative Principal	Cumulative Interest	Ending Balance
2021	\$14,706,292.56	\$957,891.60	\$227,749.55	\$730,142.05	\$391,256.99	\$1,285,053.31	\$14,478,543.01
2022	\$14,478,543.01	\$957,891.60	\$239,401.31	\$718,490.29	\$630,658.30	\$2,003,543.60	\$14,239,141.70
2023	\$14,239,141.70	\$957,891.60	\$251,649.53	\$706,242.07	\$882,307.83	\$2,709,785.67	\$13,987,492.17
2024	\$13,987,492.17	\$957,891.60	\$264,524.40	\$693,367.20	\$1,146,832.23	\$3,403,152.87	\$13,722,967.77
2025	\$13,722,967.77	\$957,891.60	\$278,057.97	\$679,833.63	\$1,424,890.19	\$4,082,986.51	\$13,444,909.81
2026	\$13,444,909.81	\$957,891.60	\$292,283.94	\$665,607.66	\$1,717,174.14	\$4,748,594.16	\$13,152,625.86
2027	\$13,152,625.86	\$957,891.60	\$307,237.74	\$650,653.86	\$2,024,411.88	\$5,399,248.02	\$12,845,388.12
2028	\$12,845,388.12	\$957,891.60	\$322,956.61	\$634,934.99	\$2,347,368.49	\$6,034,183.01	\$12,522,431.51
2029	\$12,522,431.51	\$957,891.60	\$339,479.68	\$618,411.92	\$2,686,848.17	\$6,652,594.93	\$12,182,951.83
2030	\$12,182,951.83	\$957,891.60	\$356,848.11	\$601,043.49	\$3,043,696.28	\$7,253,638.42	\$11,826,103.72
2031	\$11,826,103.72	\$957,891.60	\$375,105.13	\$582,786.47	\$3,418,801.41	\$7,836,424.89	\$11,450,998.59
2032	\$11,450,998.59	\$957,891.60	\$394,296.22	\$563,595.38	\$3,813,097.63	\$8,400,020.27	\$11,056,702.37
2033	\$11,056,702.37	\$957,891.60	\$414,469.17	\$543,422.43	\$4,227,566.80	\$8,943,442.70	\$10,642,233.20
2034	\$10,642,233.20	\$957,891.60	\$435,674.20	\$522,217.40	\$4,663,241.00	\$9,465,660.10	\$10,206,559.00
2035	\$10,206,559.00	\$957,891.60	\$457,964.12	\$499,927.48	\$5,121,205.11	\$9,965,587.59	\$9,748,594.89
2036	\$9,748,594.89	\$957,891.60	\$481,394.43	\$476,497.17	\$5,602,599.54	\$10,442,084.76	\$9,267,200.46
2037	\$9,267,200.46	\$957,891.60	\$506,023.48	\$451,868.12	\$6,108,623.02	\$10,893,952.88	\$8,761,176.98
2038	\$8,761,176.98	\$957,891.60	\$531,912.60	\$425,979.00	\$6,640,535.62	\$11,319,931.88	\$8,229,264.38
2039	\$8,229,264.38	\$957,891.60	\$559,126.26	\$398,765.34	\$7,199,661.89	\$11,718,697.21	\$7,670,138.11
2040	\$7,670,138.11	\$957,891.60	\$587,732.22	\$370,159.38	\$7,787,394.11	\$12,088,856.59	\$7,082,405.89
2041	\$7,082,405.89	\$957,891.60	\$617,801.72	\$340,089.88	\$8,405,195.82	\$12,428,946.48	\$6,464,604.18
2042	\$6,464,604.18	\$957,891.60	\$649,409.63	\$308,481.97	\$9,054,605.45	\$12,737,428.45	\$5,815,194.55
2043	\$5,815,194.55	\$957,891.60	\$682,634.65	\$275,256.95	\$9,737,240.10	\$13,012,685.40	\$5,132,559.90
2044	\$5,132,559.90	\$957,891.60	\$717,559.54	\$240,332.06	\$10,454,799.64	\$13,253,017.46	\$4,415,000.36
2045	\$4,415,000.36	\$957,891.60	\$754,271.25	\$203,620.35	\$11,209,070.89	\$13,456,637.81	\$3,660,729.11
2046	\$3,660,729.11	\$957,891.60	\$792,861.20	\$165,030.40	\$12,001,932.09	\$13,621,668.21	\$2,867,867.91
2047	\$2,867,867.91	\$957,891.60	\$833,425.48	\$124,466.12	\$12,835,357.56	\$13,746,134.34	\$2,034,442.44
2048	\$2,034,442.44	\$957,891.60	\$876,065.11	\$81,826.49	\$13,711,422.67	\$13,827,960.83	\$1,158,377.33
2049	\$1,158,377.33	\$957,891.60	\$920,886.26	\$37,005.34	\$14,632,308.94	\$13,864,966.16	\$237,491.06
2050	\$237,491.06	\$239,472.90	\$237,491.06	\$1,981.84	\$14,869,800.00	\$13,866,948.00	\$0.00

EXHIBIT D –COMPANY’S IMPROVEMENTS

Company’s Improvements:

- All sorting equipment, belting, caster decking, load devices, etc.
- All electrical work to support sorting facility
- All door seal guards
- All office miscellaneous district requirements (MDRs)
- All aircraft maintenance shelving and MDR requirements
- All caster decking and associated lifts; electrical to support (Authority to provide conduit to system)
- All aircraft servicing equipment such as 400Hz, preconditioned air units, and refueling carts (Authority to provide conduits identified in advance by Company)
- All automotive related items (GSE Shop MDRs)
- All GSE related items such as electric K-Loaders, etc.
- All Technology Support Group required wiring required/data for the Leased Premises
- Telecom related items/service, including fiber
- Security requirements such as alarms, cameras, etc.
- All furnishings
- Any millwork not provided as part of Authority’s Improvements
- All permitting and code requirements for Company’s Improvements
- Fueling for non-aircraft
- Generator for building
- Lightning protection systems in excess of those required by State or local authorities
- All other improvements not provided by the Authority



General Location of Leased Premises



Common Use Area



Site (not including Pond 2 allocation) – 296,965.20 +/- square feet

EXHIBIT E
General Location of Leased Premises
UNITED PARCEL SERVICE, INC.



August 2019

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>1</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>2</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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

1. Cancellation Notice

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

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

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

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

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

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

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

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

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

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

The insurance certificate must:

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

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

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>5</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

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

G. Deductibles / Self Insurance:

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

H. Company's Insurance Primary:

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

<p>STANDARD PROCEDURE</p> <p>Aviation Authority</p>	<p>Number: <u>S250.06</u></p> <p>Effective: <u>05/31/02</u></p> <p>Revised: <u>01/16/19</u></p> <p>Page: <u>6</u> of <u>7</u></p>
<p>Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS</p>	

I. Applicable Law:

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

J. Waiver of Subrogation:

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

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

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

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

STANDARD PROCEDURE

Aviation Authority

Number: S250.06

Effective: 05/31/02

Revised: 01/16/19

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Subject: CONTRACTUAL INSURANCE
TERMS AND CONDITIONS

a. Company to Remain Fully Liable

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

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

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

APPROVED: Joe Lopano

DATE: 01/16/19

Exhibit G

UNITED PARCEL SERVICE, INC. ENVIRONMENTAL BASELINE REPORT

TAMPA INTERNATIONAL AIRPORT
(FDEP FAC ID Nos: 298842424, 299047463, 299804544, 299806579,
298942841, 298623832, com_225146, com_225144 & FLD984258368)

June 26, 2019

Prepared by:

Planning and Development Department
Hillsborough County Aviation Authority
Attn: Keith Fleming, P.G.
Tampa International Airport
P.O. Box 22287
Tampa, Florida 33622

Executive Summary

We are pleased to provide the Environmental Baseline Report for the United Parcel Service, Inc., proposed lease area at Tampa International Airport. The report provides a brief summary of the environmental setting, site history and planning information. It also provides a summary and opinion on all environmental regulated facilities whose current or past locations coincide with the proposed lease area or are located immediately adjacent to the proposed lease area. It should be noted that all environmental regulated facilities that coincide with the proposed lease area are closed. Finally, it provides the results of soil testing that was conducted in June 2019 by the Hillsborough County Aviation Authority's general environmental consultant. At all borings, all testing results were between 0 and 4.3 parts per million, which is below Florida action levels.

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 completed this Environmental Baseline Report for the Authority-owned United Parcel Service, Inc. (UPS), lease area that is proposed to be developed in the Eastside Development Area (EDA) of Tampa International Airport (TPA) in Tampa Florida (UPS site). A site map is provided on Figure 1. The purpose of the baseline investigation is to document the site conditions at the beginning of the tenancy, and to determine if any recognized environmental conditions (RECs) are likely to exist. The identification of a REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any 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 RECs.

Environmental Setting

The geographic setting, history, and redevelopment plans for TPA's EDA are described in TPA's 2012 Master Plan Update (2012 Master Plan). 2012 Master Plan Volumes 1 and 2 provide this information in sections 1.4, 1.5, 4.4 and 5. In addition to the environmental setting, the 2012 Master Plan also discusses planning, zoning, utilities, etc.

Current and Former Site Usage

Provided below is a summary of Drew Field and environmental regulated facilities whose current or past locations coincide with the UPS site or are located immediately adjacent to the UPS site. Figure 1 provides the location of these facilities. P&D staff also provides an opinion on whether any of these facilities meet the definition of "*recognized environmental conditions*"¹, "*controlled recognized environmental conditions*"², or "*historical recognized environmental conditions*"³, which are taken from ASTM International's Designation E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM 1527).

Drew Field

The neighborhood surrounding the UPS site is known as Drew Park. The UPS site is located on land that was developed during WW2 as Drew Field. Drew Field was quickly developed

and then inactivated in 1946. After WW2, tracts of land were deeded to the Authority and are now part of TPA. The Authority continued to acquire property starting in the 1990s under the Drew Park Property Acquisition Program. Extensive studies on the history and physical setting of Drew Park are summarized in a 1993 Drew Park area wide report. An additional source is the 42-page set of Drew Field drawings, dated 1944, that was compiled by the US Army Corps of Engineers (the Drew Field drawings). The UPS site coincides with Drew Field blocks 12A, 13A and 15E. The Authority maintains these real estate records on file.

Drew Field Site 2 - Onsite

On Figure 1, the west side of the UPS site is marked with the description “UPS Tenant Facilities”. This portion of the onsite area coincides with Drew Field Site 2. Drew Field Site 2 was the location of petroleum offloading from railroad cars, underground petroleum product storage, and a network of piping that extended to dispensing systems that were located on property adjacent to the UPS site. Drew Field Site 2 went through site rehabilitation and full regulatory closure under two regulatory program areas, petroleum cleanup and waste cleanup (non-petroleum cleanup). The petroleum cleanup site is registered in the Florida Department of Environmental Protection’s (FDEP’s) Storage Tank and Petroleum Contamination/Cleanup Monitoring system (STCM) under facility identification number (FAC ID No) 298842424. The waste cleanup site is registered in FDEP’s system under FAC ID No com_225146. Full site rehabilitation completion orders (SRCOs) were issued by FDEP’s petroleum cleanup section on May 23, 2007, and FDEP’s waste cleanup section on August 31, 2012. FDEP’s web-based Oculus Document Management System (Oculus) is considered the official information repository for these records. These SRCOs affirm that the past onsite usage associated with Drew Field Site 2 meets the definition of a historical recognized environmental condition (HREC), and as such no additional testing or investigation is warranted.

ASIG 4004 N. West Shore Boulevard - Onsite

Aircraft Service International Group (ASIG) was the lessee of a former maintenance building located at Drew Field Site 2. For reasons that have never been confirmed, ASIG enrolled the 4004 N. West Shore Boulevard location in FDEP’s STCM system. The facility was assigned FAC ID No 299047463. A multi-year records search was conducted by the Authority, ASIG, FDEP and the Hillsborough County Environmental Protection Commission (EPC). No records of petroleum storage or discharge were found. FDEP issued a program designation of No Cleanup Required on January 30, 2014. It is the Authority’s opinion that the extensive site rehabilitation of Drew Field Site 2, which resulted in two full SRCOs, successfully addressed any potential impacts that could have been associated with the ASIG 4004 N. West Shore Boulevard facility. This onsite facility does not constitute a REC, HREC or controlled recognized environmental condition (CREC), and no additional testing or investigation is warranted.

Former HCAA Maintenance – Onsite and Adjacent

A formerly-used petroleum storage system site known as Former HCAA Maintenance was a collection of five miscellaneous underground storage tank areas. Two of the five tank areas (Tank Pit Areas 3 and 4) coincide with the truck court area near the south lease line of the UPS site (Figure 1). Tank Pit Areas 1, 2 and 5 are located adjacent to the UPS site. The

Former HCAA Maintenance facility went through site rehabilitation and closure under FDEP's petroleum cleanup program. The petroleum cleanup site is registered in FDEP's STCM under FAC ID No 299804544. EPC issued a No Further Assessment determination on April 10, 2003. Technical data, including maps of the five tank areas, are provided in a report dated February 18, 2003. The past onsite usage, and adjacent property usage, associated with the Former HCAA Maintenance facility meets the definition of a HREC, and as such no additional testing or investigation is warranted.

Drew Field Site 1 - Adjacent

Figure 1 identifies an existing stormwater pond located adjacent to the south side of the UPS site. The current design proposes expanding the pond with a 45 degree extension in the northwest direction. The northwest end of the proposed pond modification coincides Drew Field Site 1. Drew Field Site 1 was the location of underground petroleum product storage, and a network of piping that extended to Drew Field Site 2 and also to aircraft hydrant fueling positions on the Drew Field flightline. Similar to Drew Field Site 2, Drew Field Site 1 went through site rehabilitation and full regulatory closure under two regulatory program areas, petroleum cleanup and waste cleanup. The petroleum cleanup site is registered in FDEP's STCM under FAC ID No 298842424 and the waste cleanup site is registered under FAC ID No com_225144. Full SRCOs were issued by FDEP's petroleum cleanup section on May 23, 2007, and FDEP's waste cleanup section on February 19, 2016. These SRCOs affirm that the past onsite usage associated with Drew Field Site 2 meets the definition of a HREC, and as such no additional testing or investigation is warranted.

South Pemco Hangar / US Air Hangar 4102 N. West Shore Boulevard - Adjacent

The South Pemco Hangar is located adjacent to the northwest corner of the UPS site. The South Pemco Hangar is located at 4102 N. West Shore Boulevard. On June 25, 2019 P&D staff reviewed FDEP's Oculus System and US Environmental Protection Agency's EnviroMapper for Envirofacts system. Both of these systems provide mapping tools that aid in the environmental review of target properties and adjoining properties. This review identified the South Pemco Hangar as a current large quantity generator of hazardous waste. This facility is assigned FAC ID No FLD984258368. The review did not identify any discharges or anything that would constitute a REC with respect to the UPS site.

US Airways was the former lessee of the South Pemco Hangar. Throughout history, the US Air Hangar had two separate standalone aboveground petroleum storage tanks. The facility was assigned FAC ID No 299806579. Both tanks have been removed from the site. When in operation, both tanks were operated with no history of discharges or unusual operating conditions, as such no regulatory site assessment or rehabilitation was required by FDEP or EPC. In summary, it is the Authority's opinion that this adjacent facility does not constitute a REC, HREC or CREC, and no additional testing or investigation is warranted.

Belcher Oil - Adjacent

On Figure 1, northeast of the UPS site is an adjacent proposed ramp area marked with the description "747-400F 747-8F". Located northeast of this ramp area is an active petroleum cleanup site commonly known as the Belcher Oil facility. Belcher Oil is actually two petroleum

cleanup facilities that FDEP has combined into one remediation project. The facility information for one facility is Courier Dispatch, FAC ID No 298942841, 4111 N. Trask Street, and the facility information for the other one is Tampa Bay Sheet Metal, FAC ID No 298623832, 4106 N. Trask Street. At the time of this writing, Belcher Oil is undergoing a large remedial excavation project. The project plan includes site restoration, post-remediation monitoring, and closure. It is the Authority's opinion that this adjacent facility does not constitute a REC, HREC or CREC, and no additional testing or investigation is warranted. The rationale is the fact that Belcher Oil soil's soil and groundwater conditions are well-documented and the plume maps do not extend to the UPS site. However, in the unlikely event that the upcoming post-remediation monitoring identifies a shift in petroleum impacts that have the potential to touch UPS' lease line, then this Environmental Baseline Report may be modified with an addendum.

Environmental Baseline Sampling Results

The Authority commissioned APTIM Environmental & Infrastructure, LLC. (APTIM), to conduct an onsite soil investigation. Soil borings were conducted at select locations that have the highest likelihood of future environmental concern based on the proposed layout of future facility, ramp, retention pond and surrounding support areas which normally include chemical storage, petroleum storage systems and oil-water separators. 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. APTIM's report is provided in the Appendix of this Environmental Baseline Report. APTIM's report provides a site map showing the soil boring locations and a table summarizing the soil testing results. At all borings, all testing results were between 0 and 4.3 parts per million, which is below Florida action levels. APTIM's results do not identify any known or previously unknown environmental concerns.

ASTM 1527 Considerations

As stated above, Authority staff provided an opinion on "*recognized environmental conditions*"¹, "*controlled recognized environmental conditions*"², and "*historical recognized environmental conditions*"³.

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 *Controlled Recognized Environmental Condition*— a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed

to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). (See Note 2.) A condition considered by the environmental professional to be a controlled recognized environmental condition shall be listed in the findings section of the Phase I Environmental Site Assessment report, and as a recognized environmental condition in the conclusions section of the Phase I Environmental Site Assessment report. (See Note 3.).

³ *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*.

References

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

Florida Department of Environmental Protection, Oculus System. June 2019.
<http://depedms.dep.state.fl.us/Oculus/servlet/login>

Florida Department of Environmental Protection, Storage Tank and Petroleum Contamination/Cleanup Monitoring. June 2019. <https://floridadep.gov/waste/permitting-compliance-assistance/content/storage-tank-and-petroleum-contaminationcleanup>

Hillsborough County Aviation Authority, Real Estate files, June 2019

Tampa International Airport 2012 Master Plan Update, Tampa International Airport, November 2013. <https://www.tampaairport.com/master-plan-documents>

US Environmental Protection Agency. EPA - EnviroMapper for Envirofacts. June 2019.
<https://www.epa.gov/emefdata/em4ef.home>

FILE NAME: C:\Users\jovannabias\Downloads\2019-0625 CARGO-APRON-OPT11.dwg LAYOUT NAME: Layout1 PLOTTED: Tuesday, June 25, 2019 - 2:00pm USER: jovannabias

LEGEND

- UPS TENANT FACILITIES
- UPS GSE AREA
- AIRFIELD RAMP
- TAXILANE
- PLANNED TAXILANE
- PROPOSED FUELING LINE

Facility 298842424
USACE Site 2
Petroleum program
closure order issued
5/23/07

Facility com_225146
USACE Site 2 Waste
Cleanup program
closure order issued
8/31/12

Facility 299047463
ASIG 4004 N. West
Shore Blvd
Petroleum program
designation of No
Cleanup Required
issued 1/30/14

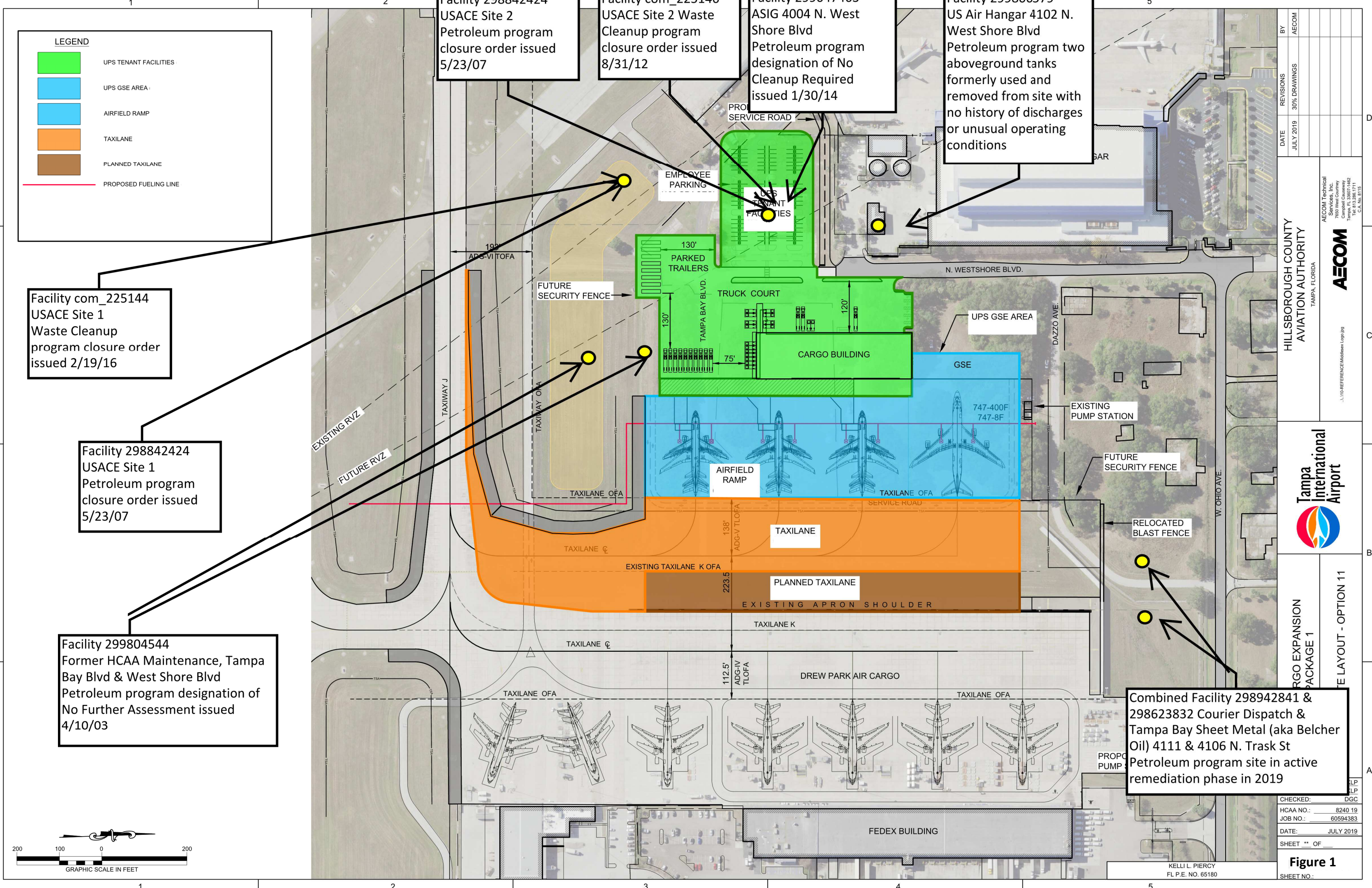
Facility 299806579
US Air Hangar 4102 N.
West Shore Blvd
Petroleum program two
aboveground tanks
formerly used and
removed from site with
no history of discharges
or unusual operating
conditions

Facility com_225144
USACE Site 1
Waste Cleanup
program closure order
issued 2/19/16

Facility 298842424
USACE Site 1
Petroleum program
closure order issued
5/23/07

Facility 299804544
Former HCAA Maintenance, Tampa
Bay Blvd & West Shore Blvd
Petroleum program designation of
No Further Assessment issued
4/10/03

Combined Facility 298942841 &
298623832 Courier Dispatch &
Tampa Bay Sheet Metal (aka Belcher
Oil) 4111 & 4106 N. Trask St
Petroleum program site in active
remediation phase in 2019



DATE	REVISIONS	BY
JULY 2019	30% DRAWINGS	AECOM

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
TAMPA, FLORIDA

AECOM

AECOM Technical Services, Inc.
7650 West Country
Campbell County
Tampa, FL 33634
Tel: 813.286.1711
Fax: 813.286.8115



CARGO EXPANSION
PACKAGE 1
LAYOUT - OPTION 11

CHECKED:	DGC
HCAA NO.:	8240 19
JOB NO.:	60594383
DATE:	JULY 2019
SHEET	** OF

Figure 1
SHEET NO.:

KELLI L. PIERCY
FL P.E. NO. 65180

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Appendix



APTIM
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Tampa, Florida 33619
Tel: +1 813 612 3600
Fax: +1 813 626 1663
www.APTIM.com

June 24, 2019

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

**Re: Baseline Soil Screening Report
Future UPS Site
SE Corner of N Westshore Boulevard and Dazzo Avenue
Tampa, Hillsborough County, FL
Work Order #19-03**

Dear Mr. Fleming:

APTIM Environmental & Infrastructure, LLC. (APTIM) performed work in accordance with Work Order #19-03. Enclosed, please find tables containing field data of all soil borings advanced at the future UPS Site, and a map with the location of each soil boring.

On June 13, 2019, an APTIM geologist and field technician advanced a total of 14 soil borings around the proposed UPS Site at the south end of N Westshore Boulevard, south of Dazzo Avenue. All borings were installed to approximately 4 feet below surface (ft bls) via stainless-steel hand auger, and screening samples were collected at 0.5 ft bls, 2 ft bls, and 4 ft bls for visual inspection and field screening with an organic vapor analyzer (OVA) equipped with a photo-ionization detector (PID). Due to a greater depth to water, borings SB-2 and SB-3 were advanced to 6 ft bls, and an additional screening sample was collected at 6 ft bls. Equipment was decontaminated between locations in accordance with FDEP's SOP-001/01 FC 1000. Decontamination wastewater 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 4.3 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. APTIM is not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. APTIM does not warrant the accuracy of information supplied by others, nor the use of segregated portions of this report.



APTIM appreciates the opportunity to support HCAA with this matter. In the event revisions or clarifications are necessary please contact Donald Lewis at Donald.L.Lewis@aptim.com or (813) 612-3653.

Sincerely,

APTIM Environmental & Infrastructure, Inc.

A handwritten signature in blue ink, appearing to read 'Jessica Jordan'.

Jessica Jordan
Project Scientist

A handwritten signature in blue ink, appearing to read 'Donald Lewis'.

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: Future UPS Site
HCAA WO No.: 19-03

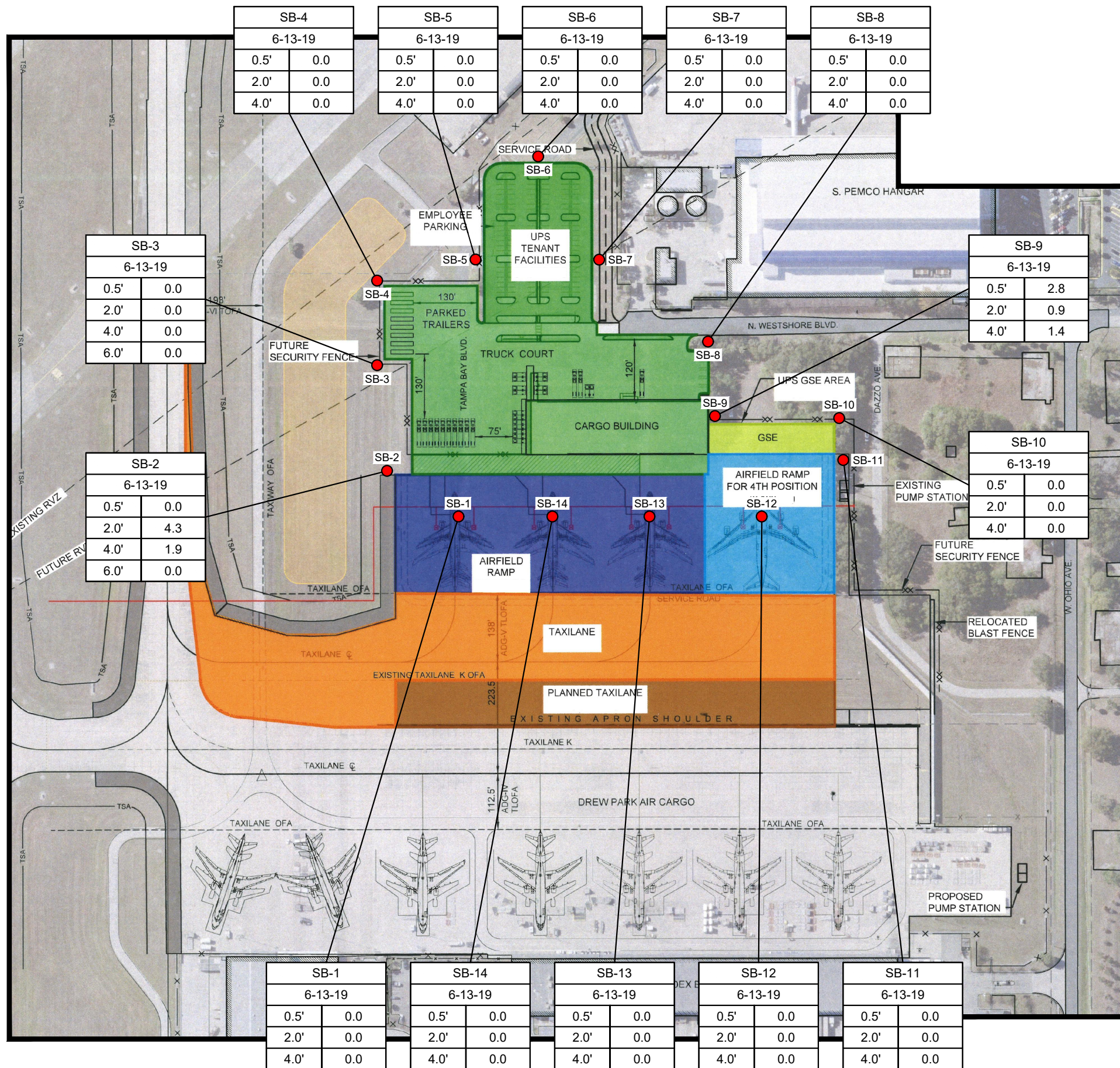
Sample				OVA Reading	Soil Description
ID Number	Date	Approx. Depth to Water (feet)	Sample Interval (ft bls)	Net Reading (ppm)	
SB-1	06/13/19	3	0.5	0.0	SM; DK GRAY-BLACK; DRY
			2.0	0.0	SM; GRAY-BROWN; MOIST
			4.0	0.0	SM; BROWN; SATURATED
SB-2	06/13/19	5	0.5	0.0	SM; DK GRAY; DRY
			2.0	4.3	SM; DK GRAY; DRY
			4.0	1.9	SM; DK GRAY; MOIST
			6.0	0.0	SM; LT GRAY; SATURATED
SB-3	06/13/19	5	0.5	0.0	SM; DK GRAY; DRY
			2.0	0.0	SM; DK GRAY; DRY
			4.0	0.0	SM; DK GRAY; MOIST
			6.0	0.0	SM; LT BROWN; SATURATED
SB-4	06/13/19	3	0.5	0.0	SM; BROWN; DRY
			2.0	0.0	SM; BROWN; MOIST
			4.0	0.0	SM; GRAY-WHITE; WET
SB-5	06/13/19	3	0.5	0.0	GP; LIMEROCK ROAD BASE; DRY
			2.0	0.0	SM; DK BROWN; MOIST
			4.0	0.0	SM; DK BROWN; SATURATED
SB-6	06/13/19	2	0.5	0.0	SM; DK GRAY; DRY
			2.0	0.0	SC; DK GRAY; WET
			4.0	0.0	SM; MED BROWN; SATURATED
SB-7	06/13/19	3	0.5	0.0	SP; ORANGE-BROWN; DRY
			2.0	0.0	SP; ORANGE-BROWN; MOIST
			4.0	0.0	SP; ORANGE-BROWN; SATURATED
SB-8	06/13/19	3	0.5	0.0	SM; DK GRAY; DRY
			2.0	0.0	SM; DK GRAY; MOIST
			4.0	0.0	SM; DK GRAY; SATURATED
SB-9	06/13/19	3	0.5	2.8	SM; DK GRAY; DRY
			2.0	0.9	SM; LT GRAY; MOIST
			4.0	1.4	SM; BROWN; SATURATED
SB-10	06/13/19	3	0.5	0.0	SM; DK GRAY; DRY
			2.0	0.0	SM; LT GRAY; MOIST
			4.0	0.0	SM; BROWN; SATURATED
SB-11	06/13/19	3	0.5	0.0	SM; DK GRAY; DRY
			2.0	0.0	SM; LT GRAY; MOIST
			4.0	0.0	SM; BROWN; SATURATED
SB-12	06/13/19	3	0.5	0.0	SM; DK GRAY; DRY
			2.0	0.0	SM; GRAY-WHITE; MOIST
			4.0	0.0	SM; DK BROWN; SATURATED
SB-13	06/13/19	3	0.5	0.0	GP; LIMEROCK ROAD BASE; DRY
			2.0	0.0	SP; GRAY-WHITE; MOIST
			4.0	0.0	SM; DK BROWN; SATURATED
SB-14	06/13/19	3	0.5	0.0	SM; DK GRAY; DRY
			2.0	0.0	SM; DK BROWN; MOIST
			4.0	0.0	SC; DK BROWN; SATURATED

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: Future UPS Site
HCAA WO No.: 19-03

LOCATION	DATE	BORING	LATITUDE	LONGITUDE
Future UPS Site	06/13/19	1	27° 58' 27.84 N	82° 31' 22.440 W
		2	27° 58' 27.12 N	82° 31' 23.159 W
		3	27° 58' 27.12 N	82° 31' 25.679 W
		4	27° 58' 26.76 N	82° 31' 27.479 W
		5	27° 58' 28.56 N	82° 31' 27.479 W
		6	27° 58' 30.00 N	82° 31' 31.080 W
		7	27° 58' 31.44 N	82° 31' 29.640 W
		8	27° 58' 32.88 N	82° 31' 25.679 W
		9	27° 58' 32.88 N	82° 31' 24.599 W
		10	27° 58' 35.40 N	82° 31' 24.239 W
		11	27° 58' 35.76 N	82° 31' 23.159 W
		12	27° 58' 33.60 N	82° 31' 21.720 W
		13	27° 58' 32.16 N	82° 31' 22.440 W
		14	27° 58' 30.36 N	82° 31' 22.440 W

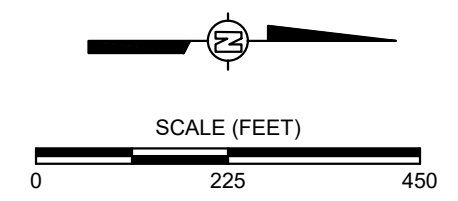


LEGEND:

- SOIL BORING LOCATION

SB-1	SAMPLE IDENTIFICATION
6-13-19	DATE OF SAMPLE
0.5'	DEPTH OF SAMPLE (FT)/
0.0	NET OVA READING (ppm)

- UPS TENANT FACILITIES
- UPS GSE AREA
- AIRFIELD RAMP
- AIRFIELD RAMP FOR 4TH POSITION
- TAXILANE
- PLANNED TAXILANE
- PROPOSED FUELING LINE



APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC.
 725 U.S. HIGHWAY 301 SOUTH
 TAMPA, FLORIDA 33619
 (813) 612-3600 office
 (813) 626-1663 fax

OFFICE: TAMPA	DATE: 6-21-19	ACAD FILE: 2986B1
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**SOIL BORING LOCATIONS with
NET OVA READINGS
JUNE 13, 2019**

CLIENT: HILLSBOROUGH COUNTY AVIATION AUTHORITY	PM: DLL
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LOCATION: FUTURE UPS SITE N. WESTSHORE BOULEVARD and DAZZO AVENUE TAMPA, HILLSBOROUGH COUNTY, FLORIDA 33614 WORK ORDER No. 19-03
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DESIGNED: JJ	DRAWN: SDJF	PROJECT NO.: 786002986	FIGURE: 1
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