

TAMPA INTERNATIONAL AIRPORT

USE AND LEASE AGREEMENT FOR FUEL FACILITIES AND PIPELINE

EDELWEISS AIR A.G. CO.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Date of Execution: _____

Initial Term: October 1, 1999 to September 30, 2019

Final

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USE AND LEASE AGREEMENT FOR FUEL FACILITIES AND PIPELINE

THIS USE AND LEASE AGREEMENT FOR FUEL FACILITIES AND PIPELINE (hereinafter referred to as "Agreement"), is made and entered into this ____ day of _____, 2018, by and between Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida (hereinafter designated "the Authority"), and EDELWEISS AIR A.G. CO., a corporation organized and existing under the laws of the Country of Switzerland and authorized to do business in the State of Florida (hereinafter designated as "Company").

WITNESSETH:

WHEREAS, Authority controls, operates, and maintains an airport in Hillsborough County, Florida, known as Tampa International Airport (hereinafter referred to as "Airport"); and

WHEREAS, Company is engaged in the business of transporting passengers and/or cargo and has entered into an Airline-Airport Use and Lease Agreement with Authority (hereinafter referred to as the "Basic Agreement") or Operating Agreement with Authority (hereinafter referred to as "Operating Agreement"); and

WHEREAS, it is deemed desirable that facilities be provided at Airport for the storage, sale and distribution of aviation fuels and other petroleum products and for purposes incidental thereto, including but not limited to facilities for refueling aircraft upon the ramps and airplane loading aprons of said Airport through the use of underground fueling systems, apparatus, equipment, and facilities; and

WHEREAS, Company desires to lease, operate and maintain the Fuel Facilities owned by Authority including the right to certain pipe line rights of way in the operation thereof; and

WHEREAS, Company shall hire an Agent to provide services required in connection with Company's delivery of aircraft fuel through said Fueling Facilities and otherwise on the Airport;

WHEREAS, Company and Agent are parties to a separate agreement outlining the duties and responsibilities of Agent on behalf of Company and the joint and several liabilities of Company and Agent in the maintenance and operation of the Fueling Facilities hereunder. Said agreement shall be incorporated hereunder as Exhibit "A", "Agent Agreement" and may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

The Definitions contained herein pertain to this Use and Lease Agreement for Fuel Facilities and Pipeline only and are not to be construed in the context of any other agreement even though the defined terms contained herein may be the same as, or similar to, terms used or defined in other agreements with the Authority.

- 1.1 Agent - The qualified, experienced, financially solvent and duly licensed party or parties, under contract with the Fuel Committee to exercise on behalf of Company and the Fuel Committee, all the rights and obligations defined herein, including the operation, management and maintenance of the Fuel Facilities; the provision of insurance coverages set forth in Article 19; and payment of all fees and charges due to the Authority all of which shall be set forth in Agent Agreement and incorporated in Exhibit "A" attached hereto.
- 1.2 Fuel Committee - That group of airlines serving the Airport each being party to an Interline Fuel Agreement and each having individually executed the Agent Agreement at the Airport as well as this Agreement in addition to a basic agreement or an operating agreement.
- 1.3 Fuel or Fueling Facilities - The bulk fuel storage facility on the Airport, consisting of six above ground storage tanks providing 3,486,000 gallons of storage capacity; pumps, filters, valves, connecting piping, storage and shop buildings, control room, transmission lines, hydrant loop piping around each Airside Terminal, hydrant valves and controls, along with miscellaneous structures and equipment necessary for a fully functioning jet fuel storage facility and underground hydrant system, serving the ramps and aprons at each Airside Terminal and Common or Segregated Air Cargo facilities, further depicted on Exhibit "B"- Map of Fuel Facilities System at the Airport, which is attached hereto, as may be modified throughout the term of the Agreement.
- 1.4 Inter-Line Agreement - That Agreement signed by each member of the Fuel Committee, setting forth the rights, obligations and responsibilities of Fuel Committee members with respect to the operation and maintenance of the Fuel Facilities System at the Airport, including but not limited to the assumption of liability and payment of rents, fees, charges and assessments incurred as a result of the operation and maintenance of the Fuel Facilities System.
- 1.5 Tanker Refuelers - Self-propelled vehicles designed for the transport and into-plane dispensing of aviation fuels via tanks as opposed to transferring fuel from the on site hydrant system into the aircraft.

ARTICLE 2
EXECUTION OF AGREEMENT

This Agreement contains the terms and conditions under which Company is granted the right to lease and use the Fuel Facilities at the Airport. Authority and Company recognize that, as a matter of convenience, it is preferable for each airline to execute similar Agreements (as opposed to all airlines executing the same original). Authority and Company understand and agree that by doing so (i) this Agreement shall apply to and bind each and every airline executing this or any other copy hereof to the same extent as if all airlines had executed the same original; (ii) all airlines operating at the Airport may not execute this Agreement and the non-execution by any of them shall have no effect upon the joint and several liability of Company and the airlines executing this Agreement; (iii) additional airlines may become eligible to execute this Agreement from time to time; and (iv) the future execution of this Agreement by any additional airline shall have no effect upon the joint and several liability of Company and the airlines that have previously executed this Agreement.

ARTICLE 3
DEMISED PREMISES AND OPERATING AREA

3.1 Demised Premises

In addition to the Fuel Facilities described in Article 1, Paragraph 1.3, Company hereby agrees to lease in common with others from the Authority land containing approximately 117,176 square feet, more or less, underlying the Fuel Storage Facilities, the location of which is further described on Exhibit "B" attached hereto. The elements described in Paragraphs 1.3, 3.1, 3.2 and 3.3 shall be hereinafter collectively referred to as the "Demised Premises".

3.2 Pipeline Right of Way

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

3.3 Common Use Roadway

Authority also grants to Company the right to use in common with others, a road right of way, the location and description of which is designated on Exhibit "B", attached hereto and by reference made a part hereof and hereafter referred to as "common use roadway".

3.4 Condition of Demised Premises

The condition of the Demised Premises is described in the Evaluation of Jet A Fuel Systems Report prepared by URSGWC dated February 1999, and in the collected Environmental Audit Reports of the Demised Premises, all of which are collectively referred to as "Assessment Reports" and listed in Exhibit "D" attached hereto and incorporated herein.

ARTICLE 4 USES AND RESTRICTIONS

4.1 Agent

Upon execution of this Agreement, Company shall select an Agent and request approval from Authority for such Agent, which approval shall not be unreasonably withheld. Upon receipt of written approval of said Agent from Authority, Company shall promptly enter into an Agreement with Agent. Said Agreement shall incorporate the responsibility of Agent to fulfill the designated duties and obligations of Company under this Agreement. Company recognizes the joint and several liabilities of all parties and agrees and understands that the obligations of Company, whether performed by Company or by Company's Agent are subject to the Authority's Rules and Regulations and Operating Directives, as may be amended from time to time.

4.2 Interline Agreement

Upon execution of this Agreement, Company shall simultaneously execute the Interline Agreement as a member of the Fuel Committee.

4.3 Permitted Uses

Company shall have the right to use the land and equipment described in Article 3 hereof for the maintenance, use and operation of the Fuel Facilities, in accordance with the permitted uses herein. The Demised Premises shall be used by Company for the purchase, receipt, storage, handling, distribution, sale, exchange and dispensing of Jet A and any other fuel or propellant, for Company's aircraft or equipment.

4.4 Use of Pipeline Rights of Way

The pipe line rights of way shall be used by Company for the construction, installation, repair, inspection, maintenance, operation and removal of pipe lines, including necessary pipe valves, fittings, control devices, manholes, and appurtenances (hereinafter collectively referred to as "pipeline structures") as may be necessary or desirable in connection with Company's supplying

aviation fuel on said Airport. Company shall have the right (subject to rules and regulations prescribed by Authority for the safety of persons and property upon the Airport or aircraft using the runway and taxiway facilities of said Airport and special direction prescribed by the Authority's Chief Executive Officer at any time during the life of this Agreement to enter upon and to pass over and along said pipeline rights of way or extensions thereof, whenever and wherever necessary in connection with the construction, reconstruction, repair, maintenance, inspection and, operation and removal of said pipelines; and said pipelines rights of way shall not be used for any purpose other than herein mentioned without the prior written consent of the Authority.

4.5 Surface and Subsurface Rights

All rights to the use of the surface overlying the pipeline rights of way described herein, or as hereafter may be extended or relocated, shall remain in Authority for its use in any lawful and proper manner it may deem necessary for the operation of said Airport in the promotion and accommodation of air commerce and air navigation, and Authority reserves the right to use on its behalf any portion of the surface area of said pipeline rights of way for any and all lawful purposes.

4.6 Restrictions

All fueling operations conducted by Company utilizing the Airport underground hydrant system at the Airport shall be in accordance with the rights granted hereunder and shall be provided in those areas designated for such purposes. Company shall utilize vehicles and equipment designed to be operated with an underground hydrant fuel system. Company's refueling vehicles shall be parked or stored only in areas designated by Authority for such purposes when not actively engaged in refueling operations at the Airport.

Tanker Refuelers are prohibited on Terminal aircraft aprons serviced by the hydrant system unless prior written consent from Authority is obtained.

4.7 Exclusions and Reservations

- A. Nothing in this Article 4 shall be construed as authorizing Company to conduct any business on the Demised Premises separate and apart from those activities permitted in Section 4.3 herein.
- B. Company shall not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport.

- C. Company shall not engage in any activity prohibited by Authority's existing or future noise abatement procedures.
- D. Except as authorized herein, Company shall not permit or enter into any other third party agreement(s) for the provision of any of the services hereunder, without advance written consent from the Authority.

ARTICLE 5

TERM

This Agreement shall become effective upon approval by the Authority and shall run for a term of twenty (20) years retroactive to October 1, 1999 and terminating on September 30, 2019.

ARTICLE 6

PAYMENTS

6.1 Ground Rent for the Term

The ground rent due throughout the term of the Agreement shall be paid by Agent on Company's behalf in equal monthly installments, in advance on or before the first day of each and every month, without demand or invoice. The ground rent due herein shall be at a rate of ten cents (\$.10) per square foot per annum which is an amount equal to Eleven Thousand, Seven-hundred and Eighteen Dollars (\$11,718.00) per year, payable at Nine Hundred, Seventy-six Dollars (\$976.00) per month. The ground rent due herein shall commence on April 1, 2000 and shall be billed to collect rents retroactive to October 1, 1999 and shall remain in effect until September 30, 2002.

6.2 Ground Rental Adjustment

Commencing on October 1, 2002 and on October 1 of every third year thereafter throughout the term of the Agreement the rental rate in effect shall be adjusted by ten percent (10%). The rental rate following the adjustment shall remain in effect until the next adjustment.

6.3 Fuel Facilities

A. Payment for Fuel Facilities shall be calculated as follows:

- (1) The current value of the Fuel Facilities is \$3,878,970.00; rent for the Fuel Facilities will be based on the current value amortized over 20 years at 8% interest;

Plus

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

- (2) The annual rent for the Fuel Facilities due throughout the term of the Agreement shall be paid by Agent on Company's behalf in equal monthly installments, in advance on or before the first day of each and every month, without demand or invoice. The rent due for the Fuel Facilities herein shall commence on April 1, 2000 and shall be billed to collect rents retroactive to October 1, 1999. Retroactive rents due will be paid to Authority in seven (7) equal monthly installments beginning April 1, 2000 and ending October 31, 2000.
- (3) The amount due for the Fuel Facilities for each month during the term herein shall be calculated as provided on Exhibit "E", Fees and Charges for the Fuel Facilities, and attached hereto. As costs are added for upgrades and expansions, said amounts will be added to Exhibit "E" with a corresponding expiration date for tracking and no further amendment required to the Agreement.

B. Payment for Cleanup of Contamination:

- (1) Certain contaminated area have been registered under the State of Florida Early Detection Incentive (EDI) Program including the Fuel Storage Facility, the ramp areas of Airsides B, C, D and E and the integral connecting hydrant piping system. Cleanup of those contamination areas will be funded by the State, to the extent allowed under the EDI Program or other applicable State, Federal or local programs. Those costs of contamination cleanup not covered under EDI or other State, Federal or other local programs will be, and will be paid by Company or amortized, at a minimum, over the term of the Agreement at 8% at Company's option.
- (2) Together, Authority and Company will identify other sources of funding for contamination cleanup costs. Annual residual costs not covered by identifiable funding sources will be paid by Company.
- (3) Any Clean-up costs to be Amortized will be set forth on Exhibit E and attached hereto, identifying Company's monthly fees due.

C. Company's Right To Pursue Recovery:

- (1) Nothing herein shall preclude Company's right to pursue recovery of costs associated with the cleanup of contamination from insurance or other third parties. However, Company's pursuit of such cost recovery shall in no way delay the clean up of contamination associated with Airport Improvement Projects.

6.4 Failure to Make Timely Payments

Without waiving any other right available to the Authority, in the event of default of Company's payment of any rents, fees, charges, and/or payments due and payable in accordance with the terms of this Agreement within twenty (20) 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.

ARTICLE 7

OBLIGATIONS OF COMPANY

Company hereby agrees to comply with the following obligations, whether performed by Company or by Agent on behalf of Company:

7.1 Business Operations

- A. Company shall conduct its business operations hereunder in accordance with applicable laws and the Authority's Rules and Regulations and Operating Directives, as may be amended from time to time, and in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to other tenants or users of the Airport. Company shall conduct its operations and the use of said pipelines, improvements and other facilities in the pipeline rights of way in such manner as will reduce to the minimum that is reasonably practicable, considering the nature and extent of Company's operations, spillage, overflowing or escaping of Company's gases, jet fuel, flammable substances and petroleum or petroleum products.
- B. Company shall strictly comply with all applicable testing procedures and monitoring requirements for operation of the Fuel Facilities promulgated by State Department of Environmental Protection ("DEP" or its successor) Federal Environmental Protection Agency ("EPA" or its successor) and local Hillsborough County Environmental Protection Commission ("EPC" or its successor).

- C. Company shall comply with all NFPA and FAA, Safe Fueling and Fire Prevention regulations, related City of Tampa Ordinances, and applicable safety regulations at the Airport that may be adopted by the Authority.
- D. Company shall not discharge any industrial waste or foreign material other than sanitary sewage into any component of the sanitary sewage system, nor shall Company cause or permit the same by any of its officers, agents, servants, employees, invitees, independent contractors, successors or assigns, nor shall Company, its officers, agents, servants, employees, invitees, independent contractors, successors or assigns discharge or place any industrial waste or foreign material into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport without first neutralizing or treating same as required by applicable Anti-pollution laws or ordinances, and in a manner satisfactory to Authority, the Florida State Board of Health, and other public bodies, Federal, State, County or Municipal having jurisdiction over, or responsibility for prevention of pollution of canals, streams, rivers and other bodies of water. Company's introduction of objectionable waste into any component of Authority's sanitary or storm drainage system shall, if not remedied by Company in a timely manner in accordance with regulatory requirements, be deemed a default and a cause for cancellation of this Agreement.

7.2 Conduct of Agent. Employees and Invitees

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

7.3 Equipment and Vehicle Parking

Subject to Company's use of Demised Premises as provided in Section 3.1 herein, Company shall ensure that all equipment and vehicles owned or operated by Company, by Company's vendors or contractors will be parked and/or stored in areas designated for such parking in the Demised Premises and Company will not permit vehicles to be parked in common use areas so as to interfere in any way with any other operations at the Airport.

7.4 Debris

Company shall remove or otherwise dispose of all garbage, debris, and other waste materials (whether solid or liquid) arising out of its use and occupancy of the Demised Premises or out of its operations, in a manner approved by the Authority. Any such debris or waste which 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 extreme care when effecting removal of all such waste.

7.5 Nuisance

Company shall not commit any nuisance, waste, or injury on the Demised Premises, 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.

7.6 Vapor or Smoke

Company shall not create nor permit to be caused or created upon the Demised Premises, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases, fumes 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, shall not be a violation of this Agreement.

7.7 Excessive Load

Company hereby agrees that it will use all paved areas according to the specifications and planned use for such areas and Company will prohibit its employees, vendors or subcontractors from exceeding the planned use or from placing excessive loads on paved areas on the Demised Premises. Company shall be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading.

7.8 Frequency Protection

Company shall 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 for the vicinity of the FAA Remote Receiver Facility, Transmitter Facility or Aids to Air Navigation.

7.9 Taxes

Company shall pay all applicable sales, use, tangible, intangible and ad valorem taxes of any kind, against the Demised Premises, including the real property and any improvements thereto or leasehold estate created herein, or which result from Company's occupancy or use of the Demised Premises whether levied against Company or Authority. Company shall also pay any other taxes or assessments against the Demised Premises or leasehold estate created herein. Company may reserve the right to contest such taxes and withhold payment of such taxes upon written notice

to Authority of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority. Authority agrees to immediately forward to Company any notices of such taxes and assessments due upon receipt of same.

ARTICLE 8
MAINTENANCE AND REPAIR

8.1 Company's Responsibilities

Company shall throughout the term of this Agreement assume the responsibility for all routine maintenance and repair of the Demised Premises, whether such repair or maintenance is ordinary or extraordinary, structural or otherwise, and without limiting the generality hereof:

- A. Company shall keep all areas of the Demised Premises in a state of good repair to include repair of any damage to the vehicular parking pavement or other surface of the Demised Premises or any building improvements caused by weathering and/or aging, Company's operations, or by any oil, gasoline, grease lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

Company shall conduct its repairs and maintenance on the Demised Premises, to the extent reasonably practicable, so as to avoid unreasonably interfering with the use of or access to adjoining premises by other tenants of the Airport or the use by aircraft of the landing and take-off facilities and navigational aids on the Airport.

- B. Company shall maintain and repair all pipelines, structures, improvements and other facilities constructed, installed in or on the pipeline rights of way, including under ramp fueling facilities, in good condition and repair as is usual and customary for such facilities. Company shall at all times maintain the said pipeline rights of way free and clear of any offensive substances, refuse matter, scrap material or waste resulting from its use of said pipeline rights of way or its work performed thereon or therein and shall return the surface to its previous condition upon completion of maintenance to its underground installations.
- C. Company shall at all times keep and maintain in a clean and orderly condition the appearance of Company's fixtures, equipment and personal property which are located in any part of the Demised Premises.
- D. Company shall ensure the proper working condition of its fire protection and safety equipment and all other safety equipment as required by any law, rule, order, ordinances, resolutions or regulation of any competent authority.

- E. Company shall take such anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Demised Premises not paved or built upon.
- F. Company shall be responsible for the maintenance and repair of all utility service lines except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Demised Premises and used by Company.

8.2 Authority's Responsibilities

Authority shall not be liable for, or required to perform any routine maintenance or repair upon the Demised Premises. If the Company fails to perform its maintenance responsibilities, the 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 a period of thirty (30) days within which to correct the failure. All costs incurred by the Authority in performing the maintenance responsibilities of Company, plus a ten percent (10%) administrative charge, shall be paid by Company within ten (10) days of receipt of billing therefor.

ARTICLE 9

ANNUAL REVIEW AND FINANCIAL PLAN

9.1 Annual Review of Fuel Operations

Authority and Fuel Committee shall review on an annual basis the overall operation of the Fuel Facilities including all applicable testing and monitoring procedures undertaken by Company. Such review shall also include an analysis of the adequacy of the Fuel Facilities and the rate structure of fees charged by the Fuel Committee to provide fuel to all airlines operating at the Airport. Company shall submit such annual reports on forms furnished by or approved by the Authority documenting the fees charged and volume of fuel pumped for the year. Said annual report will indicate whether or not there occurred any shortfall or surplus in fuel supply during the previous twelve months.

9.2 Annual Project Review

- A. Annually, prior to the end of the first quarter of each calendar year throughout the Term of the Agreement, the Authority will submit to the Fuel Committee a schedule of capital projects and cost estimates for such projects for the upcoming fiscal year. Upgrades,

modifications or expansions of the Fuel Facilities will be included in the schedule along with estimates of project costs.

- B. Annually, prior to the end of the first quarter of each calendar year throughout the Term of this Agreement, the Fuel Committee will submit to Authority a schedule of proposed capital projects for the upcoming fiscal year along with its five-year plan for such projects.
- C. The Fuel Committee and Authority will review all capital improvement projects planned and proposed for the upcoming fiscal year and, in meetings with Authority, agree on the priority, scheduling and estimated cost of each project.

9.3 Scheduling of Projects

As airfield construction and improvement projects are scheduled and time is of the essence due to construction time schedules, the evaluation of options for the remediation of contamination will be incorporated into the scope of the particular project depending on the identified level of risk to the environment and/or impact to the environment or human health. In those instances where there is clear evidence of impact or risk to the environment or human health, Company will work with Authority's efforts in taking a proactive position to remediate known contamination using state-approved, risk-based clean up levels. Together, Authority and Company will evaluate the feasibility and timeliness of seeking funding for all eligible costs associated with the remediation of contamination.

9.4 Annual Financial Plan

Following such annual project review, the Authority will prepare a detailed Financial Plan for each capital project agreed upon, including all costs associated with the planning, design, engineering, construction, administration and debt service for the project.

ARTICLE 10

ALTERATIONS TO DEMISED PREMISES

10.1 Authority's Improvements

Authority and Company agree that Company or other designated representative of the Fuel Committee shall participate in all selection and review processes related to the design, development and construction of all agreed upon capital improvement projects related to the Fuel Facilities undertaken by Authority.

10.2 Conditions Governing Alterations by Company

In accordance with Company's responsibilities for the maintenance and repair of the Demised Premises as provided in Article 7, Company shall make no alterations to the Demised Premises without the prior written consent of the Authority as issued under the Authority's Tenant Work Permit Program, as may be amended from time to time, a copy of which is attached hereto.

ARTICLE 11
TITLE TO IMPROVEMENTS

Title to all buildings, improvements, equipment and other property constructed, installed or placed on the Demised Premises and all pipeline structures installed on said pipeline rights of way at any time during the term of this Agreement shall be and remain in Authority. Upon termination, Company shall surrender possession of the Demised Premises and said pipeline right of way to Authority in good condition,

ARTICLE 12
RELOCATION OF PIPELINE RIGHTS OF WAY

In the event Authority shall, in its discretion, and after using its best efforts consistent with good engineering and safety practices to minimize or obviate the necessity to relocate the pipeline rights of way, and after due consideration of the interests of Company, and necessity or convenience to Authority determine that the use of any portion of such pipeline rights of way, is necessary for the construction of any airport or aviation improvements or facilities, whether on or in said pipeline rights of way, including, without limitation, buildings, storm drains, sewer lines, underground ducts, structures, vaults or other subsurface structures, or water mains it deems necessary for the operation of said Airport and the Fuel Facilities within said right of way must be relocated to clear such proposed building, structure or facility to prevent a hazardous condition which would otherwise prevail or unreasonably interfere with said construction, then Authority shall, within ninety (90) days after delivery of written notice to Company, commence to relocate said pipeline and appurtenances in and along such realigned right of way as Authority may prescribe. Relocations for the benefit of the Fuel Facilities will be charged back to Company. Relocations for the benefit of Airport projects not associated with Fuel Facilities will not be charged back to Company.

ARTICLE 13
DEFAULT AND TERMINATION RIGHTS

13.1 Events of Default

The following events are deemed conditions of default:

- A. The conduct of any business or performance of any acts by Company or its Agent at the Airport not specifically authorized herein or by other agreements between Authority and Company, and said business or acts do not cease within thirty (30) days of receipt of Authority's written notice to cease said business or acts.
- B. The failure of Company to cure a default in the performance of any of the terms, covenants, and conditions required herein within thirty (30) days of receipt of written notice by Authority to do so. 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 made under protest to the Authority by Company shall not waive any rights of Company 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, Authority shall promptly reimburse Company any amount determined as not due plus interest on such amount at one percent (1%) per month.
- C. The failure by Company to provide and keep in force insurance coverage in accordance with Article 19.
- D. The abandonment by Company of the Demised Premises, or its conduct of business at the Airport, or its Agent's conduct of business at the Airport; and, in this connection, suspension of operations for a period of sixty (60) consecutive days will be considered abandonment in the absence of a labor dispute or other governmental action in which Company is directly involved.
- E. The modification or alteration of Company's interest under this Agreement by any unauthorized assignment or subletting or by operation of law.
- F. Failure of Company to take occupancy of the Demised Premises when same is tendered by Authority.
- G. Failure of Company to comply with applicable federal, State and local environmental laws, regulations, which may be revised from time to time, and/or violation of any part of the provisions of Article 22 or disposition by Company of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of Article 22.
- H. Failure of Company to execute the Interline Agreement, or maintain a Basic Agreement or Operating Agreement with Authority at the Airport.

- I. Failure of Company to comply with Florida Statute 287.133- Concerning Criminal Activity on Contracts with Public Entities.
- J. The permanent abandonment of the Airport by the Authority as an air terminal.
- K. The inability to use the Airport for a period of longer than ninety (90) consecutive days due to war, earthquake or other casualty.
- L. The inability of Company to use the Airport for a period of longer than ninety (90) days because of the issuance of any order, rule or regulation by a competent governmental Authority or court jurisdiction over Company or Authority, preventing Company from operating its business; provided, however that such inability or such order, rule or regulation is not due to any fault of Company.
- M. A material breach by Authority if not remedied after thirty (30) days from receipt of Notice from Company to do so.

13.2 Authority's Remedies

In the event of Company's default, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law:

- A. Terminate Company's right to possession under the Agreement and in accordance with law re-enter and retake possession of the Demised Premises and relet or attempt to relet the same on behalf of Company at such rent and under such terms and conditions as the Authority may deem commercially reasonable. The Authority shall not be deemed to have thereby accepted a surrender of the Demised Premises, and Company shall remain liable for all rent, or other sums due under this Agreement and for all damages suffered by the Authority because of Company's breach of any of the covenants of the Agreement; or
- B. In the event that Authority relets Demised Premises, rentals, fees, and charges received by Authority from such reletting shall be applied: (i) to the payment of any indebtedness other than rentals, fees, and charges due hereunder from Company to Authority; (ii) to the payment of any cost of such reletting; and (iii) to the payment of rentals, fees, and charges due and unpaid hereunder. The residue, if any, shall be held by Authority and applied in payment of future rentals, fees, and charges as the same may become due and payable hereunder. If that portion of such rentals, fees, and charges received from such reletting and applied to the payment of rentals, fees, and charges hereunder is less than the rentals, fees, and charges as would have been payable during applicable periods by Company hereunder, then

Company shall pay such deficiency to Authority. Company shall also pay to Authority, as soon as ascertained, any reasonable costs and expenses incurred by Authority in such reletting not covered by the rentals, fees, and charges received from such reletting.

- C. Declare this Agreement to be terminated, ended and null and void, and re-enter upon and take possession of the Demised Premises whereupon all right and interest of Company in the Demised Premises shall end; or
- D. Treat the Agreement as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached, and all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default shall become immediately due and payable and shall bear interest at the highest rate permitted by law from the date of disbursement by Authority until paid by Company. If the breach consists of a failure to pay rent as stipulated in this Agreement and Authority elects to treat the Agreement as remaining in existence, Authority can take such action as is necessary to recover the rent due as each installment matures.
- E. Any and all other remedies available by law.

13.3 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company shall remain liable to Authority for all rentals, fees, and charges payable hereunder and for all preceding breaches of any covenant of this Agreement. No re-entry or retaking possession of the Demised 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 rental payments 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 rental payment or other moneys following any event of default hereunder shall not be construed as the Authority's waiver of such event of default. 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.

13.4 Time of the Essence

Time is of the essence of this Agreement; therefore, if Company shall fail to perform the covenants or conditions at the time fixed for performance, Authority may declare Company to be in default of such Agreement.

13.5 Company's Remedies

- A. Company may terminate this Agreement and all of its obligations hereunder, with the exception of its obligations set forth in Section 24.2, 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 upon the happening of any of the events of default by Authority.
- B. In the event of a material breach by Authority in the performance of any of the covenants or agreements herein contained, and the failure of the Authority to remedy such breach for a period of thirty (30) days after receipt from Company of written notice to remedy same, the Authority shall have the burden of proof to demonstrate (i) that it is proceeding with diligence to cure said default, or (ii) that the default cannot be cured within thirty (30) days, and/or (iii), that such default will/will not be cured within a reasonable period of time. Company, at its option shall have the right to perform or expend any reasonable amount required to cure default and seek reimbursement or rental credits for actual expenses expended to cure such breach, upon Company first giving written notice to Authority of its intent to do so.

13.6 Joint and Several Liabilities of Company and Fuel Committee Members

Company and other Fuel Committee members shall be jointly and severally obligated and liable to Authority for the performance of and with respect to each and every promise, term, condition, covenant and obligation of this Agreement, and Authority may, at its option, treat the applicable breach of any term, condition, covenant, promise or other provision of this Agreement by any Fuel Committee member as a breach by any or all Fuel Committee members. Authority agrees to use reasonable efforts to make collection against jointly and severally liable parties currently under breach.

- A. If any one or more of the following shall occur, then upon the occurrence of any such event or at any time thereafter during the continuance thereof, Authority may, at its option, immediately and without prior notice terminate the lettings, licenses and other rights of a Fuel Committee member hereunder:
 - (1) A Fuel Committee member shall become insolvent (as such term is defined in Section 101 of the Bankruptcy Code); or take the benefit of any present or future insolvency statute; or make a general assignment for the benefit of creditors; or file

a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its organization or the readjustment of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof; or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.

- (2) By order or decree of a court, a Fuel Committee member shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code or under law or statute of the United States or any state thereof.
- (3) A petition under any part of the Bankruptcy code or an action under any present or future insolvency law or statute shall be filed against a Fuel Committee member and shall not be dismissed within thirty (30) consecutive days after the filing thereof .
- (4) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of a Fuel Committee member and such possession or control shall continue in effect for a period of fifteen (15) consecutive days.
- (5) A Fuel Committee member shall become a corporation in dissolution.
- (6) The letting, license, or other interest of or rights of a Fuel Committee member hereunder shall be transferred, to pass to, or devolved upon, by operation of law or otherwise, any other person, or firm, corporation or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Section 13.6(A)(1) through 13.6(A)(5) above.
- (7) A Fuel Committee member shall voluntarily discontinue its operations at the Airport for a period of ninety (90) consecutive days or, after exhausting or abandoning any further appeals, a Fuel Committee member shall be prevented for a period of thirty (30) consecutive days by action of any governmental agency from conducting its operations on the Demised Premises regardless of the fault of Fuel Committee member.

- B. If a Fuel Committee member shall merge or consolidate with or into another corporation, such merger or consolidation shall not be grounds for termination of such Fuel Committee

member's rights hereunder if the successor corporation acknowledges in writing to the Authority's Chief Executive Officer that it has assumed all the obligations of such Fuel Committee member under this Agreement. If the successor corporation fails upon written request, to acknowledge in writing that it has assumed all obligations of the Fuel Committee member hereunder, Authority may, at its option, terminate the letting, license, and other rights of such Fuel Committee member hereunder.

- C. If the tenancy and rights thereunder of Company or any Fuel Committee member are terminated by Authority pursuant to this Article 13, the remaining Fuel Committee members shall remain tenants in common on the Demised Premises, and their joint and several liability for the performance of all obligations to Authority pursuant to this Agreement shall not be limited or diminished by the termination of any rights of any other Fuel Committee member.

ARTICLE 14
CONSTRUCTION LIEN

The Authority's interest in the Demised Premises shall not be subjected to any construction, mechanics, materialman's, tax, laborer's or any other lien, whether the Authority has given its written approval for the improvements or otherwise, and Company shall save and hold harmless the Authority and its interest in the Demised Premises from any such lien or purported lien, including costs and attorney's fees. Within fifteen (15) days of filing of any lien, Company shall cause same to be satisfied or shall post bond for the lien.

ARTICLE 15
UTILITIES

Company shall make all provisions it deems necessary for connection to necessary utilities and shall pay the full cost and expense for installation and use of all said utilities. All such utilities shall be segregated by a separately metered account in Company's name and the Authority shall not be responsible for payment of any utility service used by Company.

ARTICLE 16
INGRESS AND EGRESS

16.1 Use of Public Way

The Company, its contractors, suppliers of material and furnishers of services, shall have the right of ingress to and egress from the Demised Premises via appropriate public way to be used in common with others having rights of passage within the Demised Premises, provided that the Authority may, at its expense, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available.

16.2 Road Closures

The Authority may at any time temporarily or permanently close or consent to or request the closing of any such roadway, and any other area at the Demised Premises presently or hereafter used as such, so long as a means of ingress and egress reasonably equivalent to that provided in 16.1 above is concurrently made available to Company. Company hereby releases and discharges the Authority, its successors and assigns, of and from any and all claims, demands or causes of action which Company may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Demised Premises, provided that Authority make available to Company a means of ingress and egress reasonably equivalent to that provided in 16.1 above.

ARTICLE 17

TAXES, PERMITS, LICENSES

In accordance with Company's obligations set forth in Article 7, Company shall pay all applicable sales, use, tangible, intangible and ad valorem taxes of any kind, against the Demised Premises, including the real property and any improvements thereto or leasehold estate created herein, or which result from Company's occupancy or use of the Demised Premises whether levied against Company or Authority. Company shall bear, at its own expense, all costs of operating its equipment and business including any and all taxes assessed against the operation of the business and any sales, use or similar taxes levied or assessed on any payments made by Company hereunder. Company shall bear all cost of obtaining any permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to the Authority.

ARTICLE 18

INDEMNIFICATION

Company agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees, contractors or board members and each of them, free and harmless at all times, except to the extent caused by the negligence of the agents, employees, contractors, officers or board members of the Authority, from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from Authority by reason of any damage to property (or the environment, including any contamination of Airport property such as the soil, ground water or storm water by fuel, gas, chemicals or other substances deemed by the Environmental Protection Agency (EPA) to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency,

arising out of or incident to or in connection with Company's performance under this Agreement, Company's use or occupancy of the Demised Premises, Company's negligent acts, omissions or operations hereunder or the performance, non-performance or purported performance of Company or any breach of the terms of this Agreement by Company. Provided, however, that upon the filing by anyone of a claim with the Authority for damages arising out of incidents for which Company herein agrees to indemnify and hold the Authority harmless, the Authority shall promptly notify Company of such claim and, in the event that Company does not settle or compromise such claim, then Company shall undertake the legal defense of such claim both on behalf of Company and on behalf of the Authority. It is specifically agreed, however, that the Authority, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against the Authority for any cause for which Company is liable hereunder shall be conclusive against Company as to liability and amount upon the expiration of the time for appeal therefrom. Company recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Agreement for any reason as to claims arising during the Term thereof. Compliance with the insurance requirements of Article 19 shall not relieve Company of its liability or obligation to indemnify Authority as set forth in Article 19.

ARTICLE 19 INSURANCE

19.1 Company's Liability

Company shall not do or permit to be done anything, either by its actions or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act, or failure to act on the part of Company, its agents, employees or contractors shall cause cancellation of any Airport policy, Company shall immediately, upon notification by Authority, take whatever steps or actions deemed 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/or pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and/or damage resulting from any action as set forth in this paragraph.

19.2 Insurance Requirements

- A. Company shall maintain in full force and effect, throughout the term of this Agreement, the insurance coverages described herein and, shall deliver to the Authority proof of Insurance Certification. The proof of Insurance Certification may take any one of the following forms:
- (1) Completion of the Authority provided Certificate of Insurance.
 - (2) Completion of an Insurance Industry Standard Certificate of Insurance (example: ACORD Form) which has been modified to remove any wording restricting the liability or obligation of the insurer, agent or representatives.
 - (3) Other Insurance Certificate forms may be accepted by the Authority.
 - (4) These forms will be reviewed and addressed on a case by case basis.
 - (5) In lieu of providing any of the above forms of Insurance Certification, the Authority will accept "Certified True and Exact" copies of Insurance.
- B. All forms of Insurance Certification must be signed and dated by an individual who is an authorized representative of each insurer and must fully reflect the contractual insurance requirements contained in the Agreement with the Authority. All Insurance Companies must be authorized to do business in the State of Florida. All liability policies which shall provide that Authority is an Additional Insured to the extent of Company's contractual obligations hereunder. Each certificate shall contain a certification that the policy cannot be canceled or changed in any manner which may alter the terms and conditions of the Agreement or adversely affect Authority, except after thirty (30) days' prior written notice to the Authority. Company shall require that Agent deliver to the Authority within ten (10) days prior to the renewal or replacement date of any policy of insurance required hereunder, a renewal certificate which shall conform to the requirements set forth in this Article 19.

19.3 limits and Types of Coverages

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms and endorsements must be reasonably acceptable to Authority.

- A. Workers Compensation and Employer's Liability Insurance shall be maintained in force by Company during the Term of this Agreement for all employees engaged in the operations under this Agreement. The limits of coverage shall not be less than:

| | |
|-----------------------|--|
| Workers' Compensation | Florida Statutory |
| Employer's liability | \$1,000,000 Limit Each Accident |
| | \$1,000,000 Limit Disease Aggregate |
| | \$1,000,000 Limit Disease Per Employee |

- B. Commercial General Liability Insurance shall be maintained by Company for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and completed Operations Coverage and shall not exclude the (XCU) Explosion, Collapse and Underground Property Damage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The Completed Operations Coverage shall be maintained for a period of not less than three (3) years following final operations of Company under this Agreement. The limits of coverage shall not be less than:

| | |
|---|--|
| Bodily & Personal Injury & Property Damage Liability | \$100,000,000 Combined Single Limit Each Occurrence & Aggregate |
|---|--|

- C. Business Automobile Liability Insurance shall be maintained by Company during the Term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The limits of coverage shall not be less than:

| | |
|---|--|
| Bodily & Personal Injury & Property Damage Liability | \$5,000,000 Combined Single Limit Each Occurrence & Aggregate |
|---|--|

- D. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability and the Business Automobile Policy. The limits of coverage shall not be less than:

| | |
|-------------------------------------|---|
| Umbrella or Excess Liability Policy | \$100,000,000 Combined Single Limit Each Occurrence & Aggregate-Specific for this Agreement |
|-------------------------------------|---|

\$200,000,000 Combined Single Limit
Each Occurrence & Aggregate-Not
Specific for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury \$10,000,000 Combined Single Limit
& Property Damage Liability Each Occurrence & Aggregate

E. Property Insurance for the Fuel Facilities shall be maintained by the Authority at all times. Said policy shall insure all improvements now or hereafter located on the Demised Premises in an amount equal to the Replacement Cost Value of such improvements.

F. Environmental Impairment (Pollution) Insurance

Company will provide, maintain and pay for Environmental Impairment (Pollution) Insurance for bodily injury and property damage liability subject to not more than a \$500,000.00 deductible each claim, for which Company shall be fully responsible. Coverage shall include clean up expenses and costs and shall provide that Authority is the named insured and that Company is an Additional Insured. If Company is unable to produce a Policy acceptable to the Authority, Authority may purchase and provide such coverage, with the premium to be paid by Company on a monthly basis as part of Company's rents and fees, with no responsibility for the Authority as to the financial responsibility of the insurance company used or the coverages provided. The limits of coverage shall not be less than \$2,500,000 per pollution incident, \$5,000,000 aggregate per policy year.

ARTICLE 20
DAMAGE OR DESTRUCTION

20.1 Partial Damage

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

20.2 Substantial Damage

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

20.3 Destruction

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

that the costs of repairs shall exceed the amount of any insurance proceeds payable to Authority by reason of such damage or destruction, Company shall pay the amount of such additional costs to Authority upon receipt of Authority's invoice for such payment.

20.4 Damage Caused by Company

In the event that due to the negligence or willful act or omission of Company, its employees, its agent, or licensees, the Demised Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Demised Premises. To the extent that the costs of repairs shall exceed the amount of any insurance proceeds payable to Authority by reason of such damage or destruction, Company shall pay the amount of such additional costs to Authority upon receipt of Authority's invoice for such payment.

20.5 Authority's Responsibilities

Authority's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article 20 shall in any event be limited to restoring affected Demised Premises to substantially the same condition that existed at the date of damage or destruction, including any subsequent improvements made by Authority, and shall further be limited to the extent of insurance proceeds and other funds available to Authority for such repair, reconstruction, or replacement; provided further that Authority shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items installed and/or owned by Company in accordance with this Agreement, unless such damage is caused by negligence or willful act or omission of Authority, its officials, agents, or employees acting within the course or scope of their employment.

ARTICLE 21

COMPLIANCE WITH AIRPORT SECURITY RULES

Company, its officers, employees, agents, and those under its control, shall comply with security measures required of Company or Authority by the FAA or contained in any Airport master security plan approved by the FAA to include an Airport Tenant Security Program as outlined in FAR Part

107 respective to Company's Exclusive Use Premises. If Company, its officers, employees, agent, or those under its control shall 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 the provisions of Article 13, Company shall be responsible and shall reimburse Authority in the full amount of any such monetary penalty and other damages.

ARTICLE 22
ENVIRONMENTAL PROVISIONS

22.1 Environmental Representations

Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Company, Company hereby expressly warrants, guarantees, and represents to the Authority, upon which the Authority expressly relies that Company is knowledgeable of any and all federal, State, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Company of its operations pursuant to or upon the Demised Premises. Company agrees to keep informed of future changes in environmental laws, regulations and ordinances;

Company agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adopted as some may from time to time be amended and accepts full responsibility and liability for such compliance;

Company shall, prior to commencement of any such operations pursuant to this Agreement, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;

Company shall maintain and provide upon request by Authority satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

Company agrees to cooperate with any investigation, audit or inquiry by the Authority or any governmental agency regarding possible violation of any environmental law or regulation. The Authority is to be notified immediately of any investigation, audit or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

22.2 Generator of Hazardous Waste

If Company is deemed to be a generator of hazardous waste, as defined by federal, state or local law, Company shall obtain a generator identification number from the U.S. Environmental Protection Agency ("EPA") and the appropriate generator permit and shall comply with all federal, state and local laws, and any rules and regulations promulgated thereunder, including but not limited to, insuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

22.3 Hazardous Materials Inventory List

Provisions shall be made by Company to have an accurate hazardous materials inventory list (including quantities) of all such hazardous materials, including, but not limited to, any oil, petroleum product and any hazardous or toxic waste or substance, or any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes a danger or hazard to the environment or to the public health, safety or welfare whether stored, disposed of or recycled on the Demised Premises. The Authority shall have the right to inspect the Demised Premises at any time to verify compliance with environmental laws and Company agrees to provide said inventory list for inspection upon request by the Authority officials, Fire Department Officials or other regulatory personnel having jurisdiction over the implementation of proper storage, handling and disposal procedures on the Demised Premises.

22.4 Handling of Hazardous Material

Company shall ensure that its employees, agent, contractors, and all persons working for, or on behalf of Company, have been fully and properly trained in the handling and storage of all applicable hazardous and toxic waste materials and other pollutants and contaminants including materials on Company's hazardous material inventory list; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated.

22.5 Emergency Response Coordinator

Company agrees to provide to Authority and to such State and county officials as required by federal, State, regional or local regulations, the name and phone number of Company's twenty-four (24) hour emergency response coordinator in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable and/or other pollutant/contaminated materials.

22.6 Notification and Copies

Company agrees to provide the Authority with copies of all permit application materials, permits, monitoring reports, environmental audits, contamination assessments, environmental response plan and regulated materials storage and disposal plans, final manifest and material safety data sheets documentation within ten (10) days of their submittal to all regulatory agencies having jurisdiction over such matters.

22.7 Violation

A. If Authority receives a notice from any person or entity asserting a violation by Company of Company's covenants and agreements contained herein, or if Authority otherwise has

reasonable grounds upon which to believe that such a violation has occurred, Authority shall have the right, but not the obligation, to contract, at Company's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Demised Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Authority. The Site Reviewers shall perform such tests on the Demised Premises as may be necessary, in the opinion of the Site Reviewers to conduct a prudent environmental site assessment. Company shall supply such information as is requested by the Site Reviewers.

- B. If Company receives a Notice of Violation or similar enforcement action or notice of noncompliance, Company shall provide a copy of same to the Authority within two (2) business days of receipt by the Company or Company. Company will provide to Authority within ten (10) days following the date of said Notice of Violation, Company's written response/plan to comply with the recommended action cited in the Notice of Violation. Any remediation method proposed by Company shall be in compliance with all applicable federal, state and local environmental regulations. In addition, the Demised Premises should be remediated to a cleanup level compatible with any of the Airport's development programs and Master Plan as well as the construction activities and methods associated with the implementation of these programs and the Master Plan.

Failure by Company to commence with the recommended course of action within a reasonable course of time shall be deemed to be a condition of default under this Agreement and, if not cured within ten (10) days of receipt of notice from the Authority, shall be grounds for termination of this Agreement, and shall also provide the Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Agreement.

ARTICLE 23

FEDERAL STATE AND LOCAL STORM WATER REGULATIONS

Notwithstanding any other provisions or terms of this Agreement, Company acknowledges that the demised Premises are subject to stormwater rules and regulations. Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to Authority's property and uses thereof.

Company acknowledges that any stormwater discharge permit issued to the Authority may name Company as a co-permittee. Authority and Company both acknowledge that close cooperation is necessary to insure compliance with any stormwater discharge permit terms and conditions, Company agrees to comply with applicable stormwater discharge permit requirements including but not limited to the SWPPP, as it may be amended from time to time. Company shall implement best management practices to minimize the exposure

of stormwater to "significant materials" generated, stored, handled or otherwise used by Company, and to reduce or eliminate pollution, including the prevention of hazardous materials from entering stormwater runoff conveyances.

ARTICLE 24
ENVIRONMENTAL INSPECTION

24.1 Environmental Conditions at Commencement of Agreement

Company acknowledges that it has been given the opportunity to review the findings of several environmental Assessment Reports of the Demised Premises as listed in Exhibit "D", which is incorporated herein by reference, wherein a determination has been made of the presence of contamination as defined by applicable federal or state laws and regulations, including, but not limited to, petroleum substances, and asbestos existing on the Premises, whether any said substances have been generated, released, stored or deposited over, or presently exist beneath or on the Demised Premises from any source.

Company shall be responsible for any contamination and remediation of existing contamination preliminarily defined by the Environmental Assessment reports of the Demised Premises, as listed in Exhibit D. Existing contamination is defined as current and past contamination that has occurred during the life of the previous lease whether or not such contamination has been fully identified in the attached Exhibit D. Company will not be held liable for contamination that predates the use or operations on the Demised Premises as fuel farm or pipeline and hydrant system under the terms and conditions of the Lease and Pipe Line License Agreements entered into with Delta, Air Canada, Eastern, Northwest, and National in the early 1970's.

Within on hundred and eighty (180) days of the effective date of the Agreement, Company shall have the right, but not the obligation to perform additional site assessment activities of the Demised Premises to further define contamination areas. Authority has the right to review the site assessment Work Plan and Environmental Baseline Report. Authority shall complete its review of the Work Plan or Environmental Assessment Report within thirty (30) days of submittal to Authority by Company. Authority approved Environmental Baseline Report will be incorporated into Exhibit D of the Agreement.

Company understands and agrees to comply fully with all applicable environmental regulations (including those associated with risk-based cleanup) requiring the cleanup of contamination including but not limited to, payment of any costs associated with the assessment and clean-up of contamination and the costs associated with the construction of any improvements to the Fuel Facilities needed to comply with all applicable environmental regulations and any upgrades and

improvements as may be needed in order to comply with future regulations which may be imposed according to the provisions set forth in Article 24 hereof.

24.2 Environmental Inspection at End of Agreement Term or Early Termination

At least thirty (30) days, but no more than ninety (90) days, before the expiration of the term, or early termination under the provisions of Section 13.5A, Company shall, at its sole cost, provide to the Authority an environmental inspection report which would include the results of a Phase II environmental audit, if required, including such testing as Authority's Engineer deems necessary to adequately evaluate the Demised Premises.

In the event the Demised Premises is damaged in any manner by Company or Company's in the accomplishment of such tests, Company agrees to take immediate action to restore the Demised Premises to its prior existing condition.

In the event that the environmental inspection report indicates the presence of hazardous substances or hazardous waste, Company shall immediately take such action as is necessary to clean up and remediate same, at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary to bring the Demised Premises into compliance with governmental guidelines. Support documentation from the permitting or regulatory agency must be provided to the Authority. Notwithstanding the provisions herein contained, if Company fails to remediate, pursuant to the requirements of applicable federal, state and local environmental laws, ordinances, rules and regulations, any environmental condition that could result in any liability, cost or expense to Authority, Authority shall have the right, but not the obligation, to enter onto the Demised Premises and take such actions as Authority deems necessary to perform such remediation; and all costs and expenses paid or incurred by Authority in the exercise of such right including without limitation, attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal and in any bankruptcy proceeding, shall be deemed additional rental and shall be paid by Company to Authority, on demand, and Authority shall have all rights and remedies with respect to such additional rental as are provided herein for nonpayment of the rents and fees hereunder.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by the Authority in accordance with the Authority's Tenant Work Permit Program, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and be acceptable to the Authority.

At Authority's request, Company shall be required to remove from the Demised Premises at the conclusion of the Term herein, any above or underground storage tanks, or any underground installation of any nature installed or maintained by Company. Company understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Demised Premises occurring during the term. Said liability shall extend beyond the Term of the Agreement until the Demises Premises are retested and determined to be in a condition equal to or better than that defined in Exhibit D documents.

24.3 Conflict Resolution

If Authority and Company disagree with the findings of any environmental inspection or required remediation, Authority and Company agree to attempt to resolve the disagreement through informal good faith negotiations.

Notwithstanding such informal good faith negotiations, the Authority may, at its own cost, conduct an environmental audit by a qualified engineer, and if the results are not compatible with the results of Company's audit, Company's engineer and Authority's environmental engineer shall confer and make efforts to reconcile their differences. In the event the environmental engineers cannot reconcile their differences, the Authority, as property owner, shall determine which audit shall govern.

ARTICLE 25

STORAGE TANKS

Company shall not be permitted to install or close underground storage tanks of any kind without the advance written approval of the Authority. At Authority's request, at the conclusion of the Term, Company shall be required to remove from the Demised Premises any underground installation of any nature installed by Company. Company understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Demised Premises occurring during the Term.

ARTICLE 26

AMERICANS WITH DISABILITIES ACT

Company shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144 and the State of Florida Accessibility Requirements Manual (ARM).

ARTICLE 27

AFFIRMATIVE ACTION

The Company assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be

excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Company assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Company assures that it will require that its covered suborganizations provide assurances to the Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 28
NONDISCRIMINATION

Company, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) it will furnish the services hereunder on a reasonable, and not unjustly discriminatory, basis to all users thereof; and (2) it will charge reasonable, and not unjustly discriminatory, prices for each unit or service; and that (3) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (4) that Company shall use the Airport Premises in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the Agreement.

ARTICLE 29
DISADVANTAGED BUSINESS ENTERPIRSE

Company shall comply with the Authority's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 26, Participation by DBE programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended. Further provided, that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including Agreements, covered by 49 CFR Part 26 on the grounds of race, color, national origin or sex.

ARTICLE 30
RIGHTS RESERVED TO THE AUTHORITY

Rights not specifically granted to the Company by this Agreement are expressly and independently reserved to the Authority, including but not limited to the right to develop or improve the Airport

as it sees fit regardless of the desires or views of Company and without interference or hindrance on the part of Company. The Authority expressly reserve(s) the right to prevent any use of the Demised Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 31
RIGHT OF ENTRY

The Authority, through its Airport Chief Executive Officer, shall have the right to request from Company and to be provided entry to the Demised Premises assigned herein to Company for the purposes and to the extent necessary to protect the Authority's rights and interest, to provide for periodic inspection of said Demised Premises from the standpoint of safety and health, provided such inspection does not unreasonably interfere with Company's business operations, and to check Company's compliance with the terms of this Agreement.

ARTICLE 32
RIGHT OF FLIGHT

It shall be a condition of this Agreement that the Authority reserves unto itself, its successors and assigns, 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 the Authority, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

Company further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Demised Premises to such a height so as to comply with Federal Aviation Regulation, Part 77.

ARTICLE 33
PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon, of which said Demised Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Company understands and agrees that this Agreement shall 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 34

SIGNS

34.1 Written Approval

Except with prior written approval of the Authority, which may be withheld at the Authority's sole discretion, Company shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Demised Premises or in any way so as to be visible from outside the Demised Premises.

34.2 Removal

Upon the expiration or termination of the Agreement, the Company shall remove, obliterate or paint out, as the Authority may direct, at its sole discretion, any and all signs and advertising on the Demised Premises and, in connection therewith, shall restore the portion of the Demised Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising.

ARTICLE 35

QUIET ENJOYMENT

Authority agrees that on performance of the covenants and agreements on the part of Company to be performed hereunder, Company shall peaceably have and enjoy the Demised Premises, appurtenances, facilities, rights, licenses and privileges granted herein.

ARTICLE 36

NO MORTGAGE RIGHTS OF COMPANY

The Company shall not have the right to mortgage its leasehold interest for the purpose of securing a loan from any lender.

ARTICLE 37

RENT AND PAYMENTS A SEPARATE COVENANT

Company shall not for any reason withhold or reduce Company's required payments of rent and other charges provided in this Agreement, it being expressly understood and agreed by the parties that the payment of rent and other fees and payments due hereunder is a covenant by Company that is independent of the other covenants of the parties hereunder.

ARTICLE 38
ASSIGNMENT

Company shall not assign this Agreement, either in whole or in part, without prior written consent of the Authority which consent shall not be unreasonably withheld. No request for, or consent to, such assignment shall be considered unless Company shall have paid all rentals, fees, and charges which have accrued in favor of the Authority and Company shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. The Authority reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision.

ARTICLE 39
CORPORATE CERTIFICATION

The undersigned hereby warrants and certifies to the Authority that Company is a corporation in good standing and is authorized to do business in the State of Florida and that he or she is authorized and empowered to bind the corporation to the terms of this Agreement.

ARTICLE 40
EMINENT DOMAIN

In the event that the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Company, Company shall have no right of recovery whatsoever against the Authority but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be.

ARTICLE 41
APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Hillsborough County, Florida.

ARTICLE 42
ATTORNEY'S FEES AND COSTS

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Agreement the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

ARTICLE 43
INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 44
PAYMENTS NOTICES AND COMMUNICATIONS

Company shall remit all payments rents, fees, charges and billings required under this Agreement to the attention of: "Finance Department" at following address:

HILLSBOROUGH COUNTY AVIATION AUTHORITY
P. O. Box 22287
Tampa, Florida 33622-2287

All reports, notices or certificates of insurance shall be addressed to the attention of: "Chief Executive Officer of the Authority" at the same address.

All notices or communications to Company pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

EDELWEISS AIR A.G. CO.
Attn: Head of Ground Operations
Operations Center
Postfach
P. O. Box CH-8058
Zürich-Flughafen Airport
Zürich, ZH CH

ARTICLE 45
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Demised Premises are located, for public purposes, then this Agreement shall hereupon terminate and the Authority shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Company's obligation to pay rent shall cease, however, nothing herein shall be construed as relieving Company from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 46
EXCLUSIVE RIGHTS

Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e); 49USC § 47107(a); or chapter 3 Compliance Requirements - Order of Department of Transportation, and Section 308 of the Federal Aviation Act.

ARTICLE 47
RADON GAS NOTIFICATION

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

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

ARTICLE 48
AGENT FOR SERVICE OF PROCESS

Upon execution of this Agreement, Company shall submit to Authority a list of all representatives of Company who have signature authority to legally bind Company to the terms and conditions of this Agreement. Thereafter, Company shall submit any changes to said list to Authority in timely manner. It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, 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 shall 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 as an alternative method of service of process, Company may be personally served with such process out of this state, by the registered mailing of such complaint and process to Company at the address set out hereafter in this Agreement and that such service shall constitute valid service upon Company as of the date of mailing and Company shall have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 49
MISCELLANEOUS

This Agreement represents the complete Agreement 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 upon the approval of the Authority and the Fuel Committee Members that collectively constitute or represent more than: (a) fifty percent (50%) in the number of Fuel Committee Members and (b) fifty percent (50%) of the total gallonage for the twelve months prior to the month in which the amendment is presented to the Fuel Committee for approval.

(THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2018.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robert I. Watkins in the capacity of Chairman, and by Victor D. Crist in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

EDELWEISS AIR A.G. CO.

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

EDELWEISS AIR A.G. CO.
COUNTRY OF SWITZERLAND
CANTON/CITY OF ZÜRICH

The foregoing instrument was acknowledge before me this _____ day of _____,
2018, 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)

LIST OF EXHIBITS

EXHIBIT A - Agent Agreement*

EXHIBIT B - Map of Fuel Facilities System at TPA

EXHIBIT C - Pipeline Right of Way

EXHIBIT D - Assessment Reports

- Item 1 Estimated Cleanup Costs for Airside "B" Fuel Line Value Pit Area –
Tampa International Airport
Prepared By: Greiner, Inc., October 14, 1991
- Item 2 Limited Contamination Assessment Report ASII Fuel Farm, FDEP Facility
ID No. 298625784
Prepared By: Environmental Science & Engineering, January 20, 1993
- Item 3 Limited Contamination Assessment Report Summary, Airsides "B", "C", "D" and
"E", FDEP Facility ID No. 298625784
Prepared By: Environmental Science & Engineering, Inc., November 30, 1993
- Item 4 Airside "B" Hydrant System Contamination Screening & Aircraft Service
International Spill Prevention Control and Countermeasure Plan
Prepared By: Environmental Science & Engineering, Inc., January 6, 1994
- Item 5 Limited Contamination Assessment Report Summary for Supplemental
Contamination Assessment Activities, Airsides "B", "C", "D" and "E", FDEP
Facility ID No. 298625784
Prepared By: Environmental Science & Engineering, Inc., April 20, 1994
- Item 6 Baseline Phase II Environmental Investigations Conducted on: Delta Fuel Tank
Farm, 4720 N. Westshore Blvd., Tampa, FL
Prepared For: Tampa Petroleum Corp., Tampa, FL
Prepared By: Enviro Assessments, Inc., February 1998
- Item 7 Evaluation of Jet A Fuel Systems
Tampa International Airport
HCAA Project No. 2895
URSGWC Project No. C100009803.30
Prepared By: URS Greiner Woodward Clyde, February 1999

EXHIBIT E - Fees and Charges for the Fuel Facilities

*To be attached

EXHIBIT "A"
AGENT AGREEMENT

MAINTENANCE, OPERATION AND
MANAGEMENT SERVICES AGREEMENT
TAMPA INTERNATIONAL AIRPORT

[], 2001

OR BK 11156 PG 0488

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THIS FUEL SYSTEM MAINTENANCE, OPERATION AND MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into as of [____], 2001, by and between Aircraft Service International, Inc., a Delaware corporation, (the "Operator") and the Contracting Airlines listed on the signature pages to this Agreement.

WHEREAS, pursuant to the Fuel System Lease (as defined below) entered into between the Authority (as defined below) as lessor and each of the Contracting Airlines as lessees, the Contracting Airlines have leased certain portions of the Fuel System (as defined below) at the Airport (as defined below); and

WHEREAS, the Operator is an aviation service corporation authorized to do business at the Airport with the ability to provide the maintenance, operation and management services required hereby as well as provide certain ancillary services;

WHEREAS, the Operator and the Contracting Airlines are parties to the Tank Farm and Hydrant System Service Agreement (the "Service Agreement"), dated May 1, 1986, and intend to hereby terminate the Service Agreement and replace it with this Agreement; and

WHEREAS, the Contracting Airlines desire to engage the Operator to maintain, operate and manage the Fuel System and provide management services to the Contracting Airlines;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Operator and the Contracting Airlines agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms will have the meaning set forth below:

"Agreement" means this Fuel System Maintenance, Operation and Management Services Agreement.

"Air Carrier" means any "air carrier" or "foreign air carrier", as such terms are defined in 49 U.S.C. § 1301, as amended, or any successor provision thereto, that is operating at the Airport.

"Airport" means the Tampa International Airport, located in the State of Florida, United States of America.

"Authority" means the Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida.

"Aviation Fuel" means kerosene based jet aircraft fuel meeting the specifications of ASTM D1655, latest revision, and any other quality specifications established by the Fuel Committee from time to time.

"Bonded Fuel" means fuel that: (i) is produced outside the United States or in a Foreign Trade Zone (an "FTZ"); (ii) remains segregated as determined by the United States Customs

Service; and (iii) is boarded on aircraft in the conduct of foreign trade in accordance with regulations of the United States Customs Service.

"Chairperson of the Fuel Committee" or "Chairperson" means the Chairperson so designated by the Fuel Committee as provided in the Interline Agreement.

"Contracting Airline" means an Air Carrier that is a party to this Agreement, the Interline Agreement, and an Airport "Use and Lease Agreement".

"Environmental Laws" means and includes any law, ordinance, regulation or requirement now or hereinafter in effect relating to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation or damage thereof), human health and safety or any other environmental matter, including, without limitation, the following laws as the same may be amended from time to time: Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601, et seq.; Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; Clean Water Act, 33 U.S.C. § 1251, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; Refuse Act, 33 U.S.C. § 407; and Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; Clean Air Act, 42 U.S.C. § 7401, et seq.

"Extraordinary Cost" is a non-recurring expenditure or obligation that: (i) is not a part of the normal and regular ongoing expense of operating the Fuel System; and (ii) is not financed in such a way as to be discharged by level monthly payments spread over a period of twelve (12) months or more. Extraordinary Cost will not include the obligation under the Interline Agreement of non-defaulting Contracting Airlines to lend funds in the event of a default.

"FTZ Fuel" means jet fuel in privileged or non-privileged Foreign status as defined in §146.41 and §146.42 of the U.S. Customs Regulations.

"Fuel Committee" means the Fuel Committee established to manage the affairs of the Contracting Airlines pursuant to the Interline Agreement.

"Fuel System" means (i) the fuel receipt, storage and transmission facilities, hydrant and truck delivery and dispensing systems and related facilities and appendages described in the Fuel System Lease, and (ii) any additions, extensions, substitutions, replacements and betterments to the Fuel System now or hereafter located on the Airport, acquired, purchased, constructed or financed by the Authority and leased by the Contracting Airlines.

"Fuel System Lease" or "System Lease" means the Tampa International Airport Use and Lease Agreement For Fuel Facilities and Pipeline between the Authority and each of the Contracting Airlines covering the Fuel System.

"Fuel System Access Agreement" means the agreement between the Contracting Airlines and an Air Carrier or Into-Plane Service Provider to allow access to the Fuel System by such Air Carrier or Into-Plane Service Provider to provide into-plane fueling services to a User.

"Gallon" means a U.S. gallon.

“Gallonage” means the total number of Gallons of Aviation Fuel delivered into the aircraft of a Contracting Airline at the Airport during the relevant period.

“Hazardous Substances” means any hazardous or toxic substances, materials or wastes, pollutants or contaminants defined, listed or regulated by the Environmental Laws or any other federal, state or local law, regulation or order or by common law decision, and shall include, without limitation, asbestos, petroleum and petroleum products.

“Indemnified Environmental Costs” means all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and unforeseeable consequential damages), costs, expenses, fines, penalties and losses (including sums paid in settlement of claims and all consultant, expert and attorneys’ fees and expenses), including those incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work (whether of the Leased Premises or any other property), or any threat of or resulting damages, harm or injuries to the person or property of any third parties or to any natural resources.

“Interline Agreement” means the Interline Agreement among the Contracting Airlines whereby the Contracting Airlines have provided for the regulation of their joint use, operation, maintenance and administration of the Fuel System, including the allocation of costs and revenues thereof.

“Into-Plane Service Provider” means a Person who is authorized by the Authority to provide into-plane fueling services at the Airport and who has entered into a Fuel System Access Agreement with the Contracting Airlines for access to the Fuel System.

“Itinerant User” means any Person who takes delivery of Aviation Fuel from the Fuel System and who is not a Contracting Airline or a Non-Contracting User.

“Leased Premises” means those premises described in Article 3 of the Fuel System Lease.

“Majority-in-Interest” has the meaning set forth in the Interline Agreement.

“Management Fee” has the meaning set forth in Section 4.01(a) of this Agreement.

“Monthly Gallonage” means the Gallonage of a Contracting Airline for the previous month or the average monthly Gallonage of that Contracting Airline during the preceding twelve (12) months, whichever is greater.

“Monthly Installment” means the total of all payments required to be paid by the Contracting Airlines: (i) as rent to the Authority under the Fuel System Lease; and (ii) any similar or related regular periodic charge incurred for the construction, acquisition or use of the Fuel System and not a part of the Operator’s Total Operating Cost.

“Non-Contracting User(s)” means (i) owners or operators of aircraft using a portion of the Fuel System, which aircraft is either an aircraft of a scheduled airline other than one of the Contracting Airlines, an aircraft owned or operated by an agency of the government of the United States or of any state other than the Armed Forces, an aircraft of the Armed Forces when the fueling

of that aircraft is directed by governmental directive, or any other type aircraft (including those of the Armed Forces) operated by other than one of the Contracting Airlines, provided that such other type of aircraft is being fueled on an emergency basis because the type of fuel required is not available from any other source on the Airport, and (ii) the City or any agent(s) of the City, and owners or operators (other than Contracting Airlines) of aircraft authorized by the City to fuel or defuel at any Unassigned Gate(s). The term "Non-Contracting User" shall mean any one of the Non-Contracting Users.

"Other Products" means any other materials stored in or put through the Fuel System for use in connection with the use of aircraft or service vehicles.

"Person" or "person" means any natural person, firm, partnership, limited liability company, corporation, governmental body or other legal entity.

"Reimbursable Direct Costs" has the meaning set forth in Section 4.01(b) of this Agreement.

"Reimbursable Indirect Costs" has the meaning set forth in Section 4.01(c) of this Agreement.

"Representative" has the meaning set forth in Section 16.01 of this Agreement.

"Services" means all of the Operator's obligations described in Article 3 of this Agreement.

"Special Facilities" means any additional facilities that the Fuel Committee determines are necessary for the receipt, storage or delivery of Aviation Fuel or Other Products but are required by less than all of the Contracting Airlines.

"Supplier" means any Person who has an agreement with any of the Users or any wholly-owned subsidiary of a User for the sale and supply of Aviation Fuel at the Airport.

"System Capital Assets" means any equipment acquired for use in performing the Operator's obligations hereunder that is not part of the Fuel System.

"System Use Charge" means the charge to be paid to the Operator for the credit of the Contracting Airlines.

"Termination of Contracting Airline" means the withdrawal of any Contracting Airline, or the successor or assignee thereof, from this Agreement pursuant to Article 10 of this Agreement.

"Total Facilities Charge" is the sum of all charges, fees, costs and expenses incurred by the Contracting Airlines in relation to the acquisition, development, maintenance and operation of the Fuel System. The Total Facilities Charge will include, without limitation, the Total Operating Cost and the Monthly Installment.

"Total Operating Cost" means the Operator's Total Operating Cost as defined in this Agreement or otherwise determined by the Fuel Committee.

"Unassigned Gate(s)" means any gate(s) at the Airport which is not leased by the Authority to a Contracting Airline.

"User" means any Contracting Airline, Non-Contracting User or Itinerant User that uses the Fuel System for the receipt, storage or distribution of Aviation Fuel or Other Products for use in air transportation.

ARTICLE II APPOINTMENT OF OPERATOR

Section 2.01 Appointment.

The Contracting Airlines hereby appoint the Operator to perform services in connection with the maintenance, operation and management of the Fuel System to the extent specified herein and the Operator hereby accepts such appointment on the terms and conditions set forth herein. Subject to the terms and conditions of this Agreement, the Contracting Airlines hereby authorize the Operator, insofar as it may lawfully do so, and insofar as is necessary for the Operator to perform services in accordance with this Agreement, to use such of the rights, easements and licenses granted by the Authority to the Contracting Airlines under the Fuel System Lease or any other agreement by which the Contracting Airlines may in the future acquire rights.

Section 2.02 Agreement Subject to Other Agreements

This Agreement is subject to all of the terms and conditions of the Fuel System Lease and the Interline Agreement as in effect and amended from time to time, and to any agreements entered into in replacement thereof, and in the event of any conflict between this Agreement and the Interline Agreement, the terms of the Interline Agreement shall prevail, and in the event of any conflict between this Agreement or the Interline Agreement and the Fuel System Lease, the Fuel System Lease shall prevail; provided, however, that this Agreement shall not be subject to any terms or conditions of any amendments to or replacements of the Fuel System Lease or the Interline Agreement that increase the obligations, responsibilities or liabilities of the Operator without the prior written consent of the Operator to such amendment and/or replacement. The Operator has been furnished copies of the Fuel System Lease and the Interline Agreement, and the Chairperson will furnish to the Operator copies of all counterparts, amendments, supplements and replacements thereof promptly as they become effective.

Section 2.03 Termination of Prior Operating Agreement.

On the effective date of this Agreement, the Tank Farm and Hydrant Fueling System Service Agreement dated May 1, 1986, as such may have been amended from time to time, with respect to each signatory hereto shall terminate and be of no further force and effect.

**ARTICLE III
SERVICES**

The Operator shall provide, on behalf of the Contracting Airlines, all labor, materials, supplies, equipment and tools to perform the following duties and management and administrative services necessary to maintain and operate the Fuel System in accordance with all of the requirements of the Fuel System Lease:

Section 3.01 Acceptance, Storage and Dispensation of Fuel

(a) The Operator shall schedule, monitor, receive and control deliveries, storage and withdrawals of Aviation Fuel and other associated products in or at the Fuel System in accordance with the terms and provisions of the Fuel System Lease and this Agreement. The Operator shall arrange exchanges of Aviation Fuel and other associated products among the Contracting Airlines and Non-Contracting Users in accordance with Article 13 of this Agreement.

(b) The Operator shall comply with established Bonded Fuel and/or FTZ Fuel procedures as applied to the movement of Bonded Fuel and/or FTZ Fuel through the Fuel System if and when applicable.

(c) No Contracting Airline shall have the right to stockpile an excessive amount of Aviation Fuel and other associated products, and the Operator shall not be required to accept delivery of any such excessive amounts.

(d) The Operator shall not be required to segregate or distinguish any fuels delivered on behalf of any User from fuels delivered on behalf of any other User.

(e) The Operator may refuse access to the Fuel System to any party that has not provided the Operator with a federal employer identification number, a 637S registration number, or any other information the Operator believes in good faith is required by applicable law to obtain from any party accessing the Fuel System. The Contracting Airlines will ensure that all Non-Contracting User Agreements, Fuel System Access Agreements, and any other agreements giving any party access to the Fuel System will contain provisions consistent with the foregoing sentence, and the Contracting Airlines shall indemnify and hold harmless the Operator from and against any and all claims, liabilities, damages, losses and judgments, including without limitation reasonable attorneys' fees, arising from the Operator's reasonable refusal to permit any party access to the Fuel System in accordance with the Operator's rights under this paragraph 3.01(e).

Section 3.02 Maintenance and Repair

The Operator shall maintain, repair, replace, inspect and, as requested by the Contracting Airlines and/or the Fuel Committee, make modifications and additions to the Fuel System (including all present and future improvements and additions thereto) and all vehicles and equipment used by the Operator at the Fuel System, in order to keep the Fuel System (i) in good, safe and efficient operating condition and repair; (ii) in sanitary condition; (iii) in compliance with the obligations of the Contracting Airlines under the Fuel System Lease; (iv) in compliance with the

obligations of the Contracting Airlines under the Interline Agreement and other relevant agreements; (v) in compliance with all applicable governmental laws, rules and regulations, and (vi) in compliance with all directives and applicable rules agreed upon by the Operator and the Fuel Committee; provided however, that this Agreement shall not obligate the Operator to make replacements, modifications or additions of a capital nature as differentiated from normal repairs and maintenance. The Operator agrees that all maintenance and replacements shall be of quality at least equal to the original in materials and workmanship. In the event it is necessary for the Operator to disturb any paved area or any other property on the Leased Premises or at any other place on the Airport, by excavation or otherwise for the purpose of making repairs, replacements, and alterations to the Fuel System or any part thereof, the Operator shall obtain the Authority's prior written consent and all required permits, and the Operator further agrees and obligates itself to restore all such properties and paved areas excavated or otherwise disturbed to a condition at least as good as it was prior to such work.

Section 3.03 Inspection of User's Equipment and Delivered Fuel

(a) On a scheduled basis, the Operator shall inspect or cause to be inspected the equipment of Users of the Fuel System to ensure that: (i) such equipment is compatible with the safe and efficient operation of the Fuel System; and (ii) metering devices on such equipment are accurate and compatible with such devices used by the Operator and the Users.

(b) The Operator shall test Aviation Fuel and other associated products delivered to the Fuel System for compliance with the latest approved revision of ATA Specification 103 or any successor specification and shall refuse to accept any deliveries not meeting such specifications (unless the Chairperson or the Fuel Committee instructs the Operator in writing to do otherwise). The Operator may refuse to accept any deliveries without penalty or breach of its obligations hereunder if the party delivering such fuel does not provide the Operator with evidence satisfactory to the Operator (including without limitation any written certificate of compliance that the Operator may in good faith request) that such fuel complies with the foregoing specifications, unless the Chairperson or the Fuel Committee instructs the Operator in writing to accept such delivery, in which case the Operator shall bear no liability for, and shall be indemnified and held harmless by the Contracting Airlines against, any failure of such delivery to comply with the foregoing specifications. Except for the responsibilities set forth in the preceding sentence, the Operator shall have no responsibility whatsoever for the quality of any fuel or associated products delivered to the Fuel Facilities. Each Contracting Airline shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses and judgments, including reasonable attorneys fees arising from the Operator's rejection of any fuels or associated products delivered on behalf of that Contracting Airline provided that in so rejecting any such fuel or associated product, the Operator acted with reasonable care and in accordance with its obligations under this Agreement.

Section 3.04 Security of Fuel System; Protection of Fuel Quality

The Operator shall take such measures as are reasonably required to secure the Fuel System, to prevent tampering with the Fuel System control system, storage and distribution facilities, buildings and equipment and to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport, including without limitation security officers if required by law or

the Authority. Without limiting the foregoing, the Operator shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security. the Operator shall protect the Aviation Fuel in the Fuel System from the introduction of any substances which change the quality of the Aviation Fuel after delivery thereof to the Fuel System and take all other reasonable steps to preserve the quality of the Aviation Fuel in its possession in the Fuel System.

Section 3.05 Quality Control Manual

The Operator shall prepare an operations manual reasonably acceptable to the Fuel Committee which shall include quality control standards and a preventive maintenance program utilizing ATA 103 and any Fuel System maintenance manuals as the basis for minimum standards. Such operations manual shall become the property of the Fuel Committee.

Section 3.06 Books and Records

(a) The Operator shall maintain on a current basis complete and accurate books and records for the allocation among the Contracting Airlines (in accordance with the Interline Agreement) the Total Facilities Charge, the Monthly Installment, any costs associated with a Special Facility, Extraordinary Costs and any cost associated with any other common use facility operated by the Operator for the benefit of the Contracting Airlines.

(b) The Operator shall maintain on a current basis complete and accurate books and records and make reports to the Fuel Committee, in such form and detail as may be reasonably specified by the Fuel Committee, of deliveries, storage, withdrawals, gains and losses of Aviation Fuel and other associated products, expenses of the Fuel System and revenue generated therefrom and allocation of revenue and expenses. The Operator shall, by the second business day of each calendar month, provide the Contracting Airlines, Fuel Committee, and each Non-Contracting User with a report of the total amount of all Aviation Fuel received and dispensed. The Operator shall be responsible for determining that the actual amount of any delivery to or by the Operator shall be correct and accurately reflected by its records.

(c) The Operator shall maintain the following ledgers:

(i) a general ledger, including journals, subsidiary ledger interface, software upgrades, account reconciliations and monthly/annual trial balance compilations;

(ii) a fixed asset ledger, including reconciliations of construction-in-progress and transfers to capital accounts, in accordance with generally accepted accounting principles, and tax depreciation computations; and periodic reporting for insurance and tax purposes; and

(iii) an accounts receivable ledger, including receipts posting, cash application, past due correspondence and follow-up; and including a past due aging summary along with documentation and follow-up for bankrupt accounts.

(d) The Operator shall prepare and timely submit statutory reports required by federal, state, or local law, ordinance or regulations to be filed, submitted or maintained by the Contracting Airlines and coordinate all tax and fee payments related to such returns and reports.

(e) The Operator shall prepare any and all monthly and annual State of Florida sales tax returns required by law, including research for various revenues/receipt tax applications.

Section 3.07 Management of Accounts; Invoicing

(a) The Operator shall invoice and collect charges from Contracting Airlines and Non-Contracting Users and Itinerant Users.

(b) The Operator shall (i) process accounts and notes payable, including preparation of note payment amortization schedules and checks, (ii) review documents and prepare cost/capital account application for the timely payment of taxes, management fees, rental payments, debt service payments, professional fees, customs broker fees and other miscellaneous payments; and (iii) upon notice to the Chairperson of the Fuel Committee, reject all payment requests that are not appropriate or correct.

(c) The Operator shall promptly pay all ground rents and system rents due the Authority under the terms of the Interline Agreement or the Fuel System Lease and collect such rent amounts from the Contracting Airlines in accordance with this Agreement.

(d) The Operator shall collect any Non-Contracting User fees and charges and credit the same to the account of the Contracting Airlines and the Authority in accordance with the provisions of this Agreement.

(e) The Operator shall maintain, as necessary, a separate bank account to pay Fuel System expenses. Such funds shall not be commingled with other Operator funds. The Operator shall make monthly reconciliations of bank accounts and maintain adequate balances, authorized signature cards and a cumulative record of cash sources and uses.

(f) The Operator shall invest from time to time surplus Fuel System funds (excluding any funds of the Authority) in an interest bearing account designated solely for Fuel System purposes. Such investments may include the purchase of government securities and high grade commercial paper as authorized by the Chairperson of the Fuel Committee. Such funds shall not be commingled with any Operator funds without prior written consent of the Chairperson.

Section 3.08 Management of Insurance and Other Contracts

(a) The Operator shall coordinate the administration and maintenance of the insurance policies related to the Fuel Facilities required by the Fuel System Lease. The Operator shall ensure that required insurance of Users is current and in compliance with the Fuel System Lease.

(b) The Operator shall administer any agreements covering the operation of the Fuel System entered into from time to time by the Contracting Airlines with third parties; provided however, that the Operator shall not be liable in any way for the negligent or willful failure of any Contracting Airline or any third party to comply with the requirements of any such contract.

Section 3.09 Environmental Permits and Compliance

The Operator shall, on behalf of and as the agent of the Contracting Airlines, secure and maintain all permits and licenses necessary for the operation and maintenance of the Fuel Facility to comply with all applicable environmental laws, rules, regulations and ordinances. The Operator shall maintain and operate the Fuel Facility in compliance with the requirements of all applicable environmental laws, rules, regulations, ordinances, permits and licenses; provided however, that the Operator shall in no way be liable for any failure to comply with such environmental laws, rules, regulations, ordinances, permits and licenses except to the extent such failure results from the negligence or willful misconduct of the Operator or its officers, directors, employees or agents.

Section 3.10 Submission of Annual Budget and Staffing Plans; Cost Estimates

(a) Prior to the execution of this Agreement and prior to January 31st of each calendar year, the Operator shall submit to the Fuel Committee for its approval (which approval shall not be unreasonably withheld) the Operator's proposed budget and staffing plan of the Fuel System in accordance with the ATA standard budget format and including an identification of job positions, scope of duties, salary and wage levels. The Operator shall provide personnel for the Fuel System in accordance with such approved staffing plan. At the reasonable request of the Fuel Committee, the Operator shall periodically (but no more frequently than quarterly) submit to the Fuel Committee a revised budget for the Fuel System. Approval of the proposed budget shall be by a Majority-in-Interest vote of the Fuel Committee.

(b) the Operator shall provide the Fuel Committee with such cost estimates for maintenance and repair of the Fuel System as the Fuel Committee may from time to time request.

Section 3.11 Attendance of Personnel at Meetings

The Operator shall ensure that management and technical personnel of sufficient authority and expertise attend meetings reasonably required for the orderly and efficient operation of the Fuel System, including without limitation meetings with the Authority, the Fuel Committee, and Suppliers.

ARTICLE IV FEES AND CHARGES

Section 4.01 Total Operating Costs

"Total Operating Costs" shall consist of a Management Fee, Reimbursable Direct Costs and Reimbursable Indirect Costs as defined in this Section 4.01.

(a) "Management Fee." For service rendered hereunder, the Contracting Airlines, in aggregate, shall pay in advance to the Operator a monthly fee equal to the amount set forth immediately below:

Calendar Year 2001: \$8,000 per month
Calendar Year 2002: \$8,000 per month
Calendar Year 2003: \$8,320 per month
Calendar Year 2004: \$8,320 per month
Calendar Year 2005: \$8,600 per month

(b) "Reimbursable Direct Costs." Reimbursable Direct Costs shall include the following items to the extent they relate to services provided by the Operator to the Contracting Airlines hereunder and are actually paid by the Operator:

(i) direct salaries and wages (including overtime pay), together with payments or costs for reasonable associated payroll expense, retirement funds or unemployment compensation funds, employee savings programs, life, health, accident and unemployment insurance premiums, workers' compensation, vacation and holiday pay, sick leave pay and other fringe benefits, but excluding management bonus and management and hourly severance pay, for the Operator's employees assigned to operate the Fuel System. For the Operator's employees who do not work full time at the Fuel System or who do not perform functions solely related to the Fuel System, such costs and expenses shall be allocated to the Fuel System based upon the percentage of such employees' time associated with the Fuel System as agreed between the Operator and the Fuel Committee;

(ii) commercially reasonable costs of auto repair, maintenance, parts and insurance coverage for motor vehicles used solely in connection with the Fuel System or System Capital Assets;

(iii) commercially reasonable costs of contract labor and outside services for repair and maintenance of the Fuel System and System Capital Assets performed by an outside contractor on contract and not as a part of a specific capital project;

(iv) depreciation costs on System Capital Assets and equipment purchased and used for the Fuel System in accordance with generally accepted accounting principles consistently applied;

(v) interest expense associated with the acquisition of System Capital Assets as follows:

(1) if the Operator obtains external financing for System Capital Assets, the debt service and related acquisition fees thereon; or

(2) if the Operator does not obtain external financing therefor, interest at two percentage points over the prime rate in effect on the first day of the month as published in the Wall Street Journal, (or at the maximum rate permitted by law, whichever is lower), on the Operator's unamortized investment in System Capital Assets;

(vi) cost of parts, materials, and supplies for routine and emergency maintenance repairs of the Fuel System including by way of example routine filter changes, as used in connection with performance under this Agreement;

(vii) the purchase price of routine Fuel System maintenance parts, supplies and inventory stock items;

(viii) rental of the Operator-owned equipment assigned to and used solely in connection with the Fuel System that has been pre-approved by the Fuel Committee, which approval shall not be unreasonably withheld;

(ix) cost of equipment, material and supplies for the inspection, testing and analysis of Aviation Fuel in the Fuel System;

(x) cost of outside miscellaneous services such as cleaning of uniforms, overnight mail, special fabrication work and repairs performed at the vendor's shop related to services provided by the Operator to the Contracting Airlines hereunder;

(xi) that portion of rentals payable by the Operator for space used at the Airport and that portion of fees payable by the Operator for rights granted by the Authority to the Operator at the Airport which, in each case, are allocable to the performance of services under this Agreement;

(xii) utilities, electricity and water charges for the operation of the Fuel System;

(xiii) unless caused by the Operator's fault or negligence, charges for investigation, removal, or remediation of or to prevent the threat of release of, hazardous and other waste products, environmental contamination and trash at the Fuel System and all costs incurred by the Operator to comply with the requirements of applicable Environmental Laws;

(xiv) costs related to providing security for the Fuel System, including without limitation, the cost to provide security officers for the Fuel System required by law or the Authority;

(xv) other charges, expenses and costs reasonably incurred by the Operator that relate directly to the operation and management of the Fuel System.

(c) "Reimbursable Indirect Costs." Reimbursable Indirect Costs shall include the following items to the extent such items are related to services provided by the Operator to the Contracting Airlines hereunder, and to the extent actually paid by the Operator:

(i) supplies for computer operation;

(ii) federal, state and local taxes attributable to the performance of services hereunder, but excluding the Operator's corporate license fees, franchise taxes and income taxes;

(iii) premiums for insurance to be maintained pursuant to Section 9.02 and 9.03 hereof and payment of any deductibles in connection therewith on account of losses incurred by the Contracting Airlines if the Contracting Airlines have requested such deductibles except as set forth in Section 9.04, hereof;

(iv) the cost of office supplies and printing of forms;

(v) outside consultant fees pre-approved by the Fuel Committee as a maintenance and operating expense and not as part of a capital project;

(vi) telephone, remote and basic communication equipment, rental and toll charges, and computer systems;

(vii) reasonable costs of travel, temporary lodging and meals for the Operator's Tampa management staff as directed by the Fuel Committee to attend Fuel System meetings held outside the Tampa area;

(viii) reasonable costs of travel, lodging and meals for home and/or regional office management staff and other employees of the Operator and its affiliates traveling to and from and staying in Tampa to the extent connected with the Operator's performance of services under this Agreement, except costs associated with the annual or semi-annual meetings unless specifically pre-approved by the Chairperson of the Fuel Committee;

(ix) reasonable costs of travel and lodging for replacement management staff and other employees traveling to Tampa in the event they are needed to replace the Operator's usual employees in the event of a strike.

(x) reasonable fees of the Operator's legal counsel incurred in connection with the Operator's performance of its obligations under this Agreement (but not fees of the Operator's legal counsel related to litigation by the Operator adverse to any Contracting Airline);

(xi) other charges, expenses and costs approved by the Fuel Committee that relate to the operation and management of the Fuel System.

Section 4.02 Costs Excluded from Total Operating Costs

The following costs and expenses shall not be included as Total Operating Costs:

(a) except as provided for herein and/or authorized by the Fuel Committee, overhead costs for the Operator's home office and/or non-Tampa area offices, examples of which are compensation of personnel based outside of the Tampa area and the cost of those services which the Operator contemplates performing at its home office (whether or not actually performed there). The Operator contemplates that its home office will provide the usual home office management, supervisory and administrative functions and that its home office will prepare the payrolls and similar reports that may be necessary in connection with performing services hereunder, but not the underlying timekeeping and similar records on which such reports or

statements are based. Costs of preparation of monthly statements and invoices in connection with this Agreement shall be part of Total Operating Costs, wherever performed;

(b) the cost of any System Capital Asset except the amounts referred to in subsections 4.01(b)(2),(3),(4) or (5) hereof;

(c) any cost or expense which is reimbursed from the proceeds of any insurance obtained by the Operator pursuant to Article 9 herein;

(d) any claim against the Operator arising pursuant to Section 9.01 herein;

(e) in the event the Operator performs other services for any Person other than pursuant to this Agreement, all expenses incurred by the Operator in connection with providing such services including overhead, wages and payroll costs attributable to such services and all other costs incurred by it in providing such services;

(f) moving or relocation expenses to or from the Tampa area of the Operator's personnel; and

(g) any charges incurred by the Operator by reason of the Operator's failure to obtain any available early payment or pre-payment discount and any late payment charges incurred by the Operator, unless and to the extent that such failure or late payment is specifically authorized by the terms of this Agreement or is specifically directed, or the result of action or lack of action, by the Fuel Committee or due to another cause beyond the reasonable control of the Operator.

Section 4.03 Credits

Unless otherwise designated by the Fuel Committee, or except as otherwise provided herein, for any month:

(a) costs that are (i) attributable to portions of the Fuel System used by fewer than all Contracting Airlines, (ii) Special Facilities, or (iii) otherwise the responsibility of one or more but fewer than all the Contracting Airlines;

(b) costs incurred (i) for the sole benefit of a particular User or (ii) as the result of the negligence of or damage to the Fuel System by any User or its Into-Plane Service Provider or Supplier; and

(c) proceeds from the sale or disposition of System Capital Assets and insurance or condemnation proceeds in connection with the Fuel System;

shall be applied in accordance with the requirements of the Fuel System Lease or the Interline Agreement, as applicable.

Section 4.04 Expenditures

Expenditures in excess of \$25,000 for outside services or materials shall be approved by the Fuel Committee (which approval shall not be unreasonably withheld) and, if reasonably feasible, be

subject to competitive bid. Purchases of materials or services from any person in any way affiliated with the Operator shall be specifically disclosed in writing to the Fuel Committee and shall be subject to the prior written approval of the Chairperson of the Fuel Committee. The foregoing shall not be deemed to restrict the Operator from taking appropriate action in the event of an emergency.

Section 4.05 Allocation of Costs

The amount payable by the Contracting Airlines for the Total Facilities Charge shall be allocated among the Contracting Airlines in the manner set forth in the Interline Agreement. The Operator shall calculate and apply all credits as provided in the Interline Agreement in computing the Total Facilities Charge for each month and each Contracting Airline's allocated share thereof.

**ARTICLE V
OTHER SERVICES BY OPERATOR**

Section 5.01 Other Services to Contracting Airlines

The Operator may render services to individual Contracting Airlines, other than those services constituting the subject matter hereof, including but not limited to into-plane servicing of aircraft and making of improvements to exclusive use areas on such terms and conditions as are agreed upon by the Operator and each individual Contracting Airline, provided that the rendering of such services does not unreasonably interfere with the Operator's performance of its obligations hereunder.

Section 5.02 Services to Other Persons

The Operator may become a Non-Contracting User and, in its sole discretion, (i) offer for sale at the Airport to Persons other than the Contracting Airlines, Aviation Fuel and other associated products, (ii) store such fuels and products in the Fuel System for its own account for such sales, (iii) accept, store and deliver such fuels and products for Persons other than Contracting Airlines, and (iv) render other services to Persons other than the Contracting Airlines, provided that such storage by the Operator does not unreasonably interfere with the Operator's performance of its obligations hereunder.

**ARTICLE VI
STANDARDS OF OPERATIONS**

Section 6.01 Hours

The Operator shall operate the Fuel System twenty-four (24) hours per day, seven (7) days per week.

Section 6.02 Impartiality

The Operator shall furnish services on a non-discriminatory basis to each Contracting Airline and shall not favor any Contracting Airline over any other Contracting Airline.

Section 6.03 Efficient Operation

The Operator shall operate the Fuel System in an efficient, prudent and economical manner. The Operator shall comply with all reasonable directions, rules and procedures prescribed by the Authority pursuant to the Fuel System Lease, and all applicable governmental laws, rules and regulations.

Section 6.04 Employees of Operator

The Operator is an independent contractor, and its employees engaged in performing services hereunder shall be considered employees of the Operator for all purposes and shall under no circumstances be deemed to be employees of any Contracting Airline. The Contracting Airlines shall have no right or responsibility to supervise or control any employee of the Operator. Any complaint or request concerning the performance of services by the Operator shall be made by a Contracting Airline or the Chairperson to the Operator in writing. When present at the Airport, the Operator's employees shall not display any insignia or name other than that of the Operator or its parent corporation.

Section 6.05 Relations with Workers

The Operator assumes responsibility for establishing workable and satisfactory relations with its employees and any authorized employee representative representing the Operator's personnel who are engaged in the performance of services hereunder, including responsibility for labor negotiations, arbitrations and grievance hearings which may involve such personnel.

**ARTICLE VII
BILLS AND ACCOUNTS; COST ALLOCATION**

Section 7.01 Billing

(a) At the end of each month, the Operator shall render an itemized bill to the Fuel Committee for the portion of the Total Operating Cost incurred individually by each Contracting Airline. The Total Operating Cost shall be apportioned among the Contracting Airlines as provided in the Interline Agreement. A detailed invoice shall be submitted to the Chairperson of the Fuel Committee or to such other person as may be designated from time to time by a Majority-in-Interest of the Fuel Committee for review. The Operator shall be authorized to pay itself the amount authorized out of the funds due to the Contracting Airlines. The amount set forth on any such itemized bill shall be due and payable within thirty (30) days from the date of invoice. The amount owed to the Operator by the Contracting Airlines shall bear interest at two percent (2%) per month (or the maximum rate permitted by law, whichever is lower) from the last day of such preceding month until paid. All expenses (including attorneys' fees) incurred by the Operator in collecting or attempting to collect delinquent accounts from the Contracting Airlines shall be reimbursed by the Contracting Airlines.

(b) In accordance with the Interline Agreement, each Contracting Airline is required to maintain on deposit with the Fuel Committee a working capital account in the event any Contracting Airline does not pay all amounts billed hereunder as provided in the Interline

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Agreement. The Operator shall deposit such working capital accounts in an interest bearing account maintained by the Operator, and the account will be used by the Operator to pay the Total Facilities Charges for the Fuel System.

(c) The Operator shall invoice each Contracting Airline, in accordance with the Interline Agreement, such Contracting Airline's share of the Total Facilities Charge for each month and all other amounts due from each Contracting Airline, including all expenses (including attorneys' fees) incurred by the Operator in collecting or attempting to collect delinquent accounts from such Contracting Airline. Any failure of the Operator to render an invoice will not affect the Contracting Airline's obligation to pay such amounts. In the event any Contracting Airline fails to pay any amount owed to the Operator hereunder when due, the Operator may pay such amount, or any portion thereof, to itself out of the working capital account described in paragraph (b) above to be applied against the amount owed.

(d) The Operator shall invoice each Non-Contracting User or Itinerant User as provided in Article 14 or otherwise in accordance with the direction of the Fuel Committee. Any failure of the Operator to render an invoice will not affect the Non-Contracting Airline or Itinerant User's obligation to pay such amounts.

Section 7.02 Books, Records, Accounts and Agreements

(a) The Operator shall at all times keep complete and accurate books, records and accounts from which it shall determine the cost to it of services rendered hereunder and the fee payable therefor, the allocation of such cost and fee among the Contracting Airlines, the amount of any credits to be allocated among the Contracting Airlines and the allocation thereof. Upon request of the Fuel Committee, the Operator shall employ a certified public accountant (who at the Fuel Committee's option, may be the certified public accountant regularly employed to audit the Operator's books or any other certified public accountant selected by the Fuel Committee) to carry out an examination of such books, records and accounts. The cost of any such requested services shall be part of the Total Facilities Charge hereunder. The books, records and accounts of the Operator pertinent to this Agreement and any audit of the Operator's books pursuant to the preceding sentence, shall, at all reasonable times, be accessible to and open for inspection, examination and audit by the Fuel Committee, each Contracting Airline and its authorized representatives. Subject to requirements of law, all books, records and accounts which have been audited by the Fuel Committee may be disposed of five (5) years after the last of any such audit and, after providing notice to the Fuel Committee and upon the Fuel Committee's request, the Fuel Committee may take possession of such books, records and accounts.

(b) The Operator shall keep and maintain all records, documents and agreements of the Fuel Committee and the Contracting Airlines pertaining to the Fuel System. The Operator shall treat these documents as confidential information, and shall keep them in strict confidence and not disclose them to any third party unless (i) they become publicly known or publicly available or (ii) required to disclose them by court order or other legal process.

**ARTICLE VIII
SYSTEM CAPITAL ASSETS**

Section 8.01 Acquisition of System Capital Assets

Any System Capital Assets may be purchased outright, leased by the Operator pursuant to a lease agreement, or financed at such terms and period for repayment and rates of interest as are acceptable to the Operator. Any purchase, lease or financing of System Capital Assets involving aggregate payments of between \$15,000 and \$50,000 must be approved by the Chairperson in advance, which approval shall not be unreasonably withheld, and any purchase, lease or financing of System Capital Assets involving aggregate payments in excess of \$50,000 must be approved by the Fuel Committee, which approval shall not be unreasonably withheld.

Section 8.02 Sale or Disposition of System Capital Assets

The Operator shall not sell or dispose of any System Capital Asset with a current fair market value between \$15,000 and \$50,000 without the prior approval of the Chairperson, and shall not sell or dispose of any System Capital Asset with a current fair market value in excess of \$50,000 without the prior written approval of the Fuel Committee. Any amount received by the Operator upon the sale or disposition of a System Capital Asset which is in excess of the Operator's unamortized investment therein shall be credited to the Contracting Airlines as determined by the Fuel Committee. The Operator's unamortized investment in a System Capital Asset shall equal the Operator's actual costs of acquiring such System Capital Asset and any improvements or modifications capitalized in accordance with generally accepted accounting principles consistently applied, less the cumulative amount charged to the Contracting Airlines, excluding interest, as a Total Operating Cost pursuant to section 4.01 herein.

Section 8.03 Purchase Upon Termination of Agreement

Upon the expiration or termination of this Agreement, the Contracting Airlines shall purchase from the Operator, and the Operator shall sell to the Contracting Airlines, all of the Operator's interest in System Capital Assets at a purchase price in cash equal to the Operator's then unamortized investment in the System Capital Assets. Such sale shall convey title to the Contracting Airlines free and clear of any and all liens.

Section 8.04 Allocation of Amounts Upon Sale

Any payments by the Contracting Airlines to the Operator or by the Operator to the Contracting Airlines upon the sale or disposition of System Capital Assets pursuant to sections 8.02 or 8.03 shall be allocated in accordance with the provisions of the Interline Agreement.

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ARTICLE IX
INDEMNIFICATION AND INSURANCE

Section 9.01 General Indemnification

(a) The Operator agrees to indemnify, defend and hold harmless the Contracting Airlines and the Authority, together with all of their respective officers, directors, employees, agents, successors and assigns (each an "Airline Indemnitee") from and against all claims, liabilities, damages, losses, judgments, expenses (including reasonable attorneys' fees and expenses), penalties and fines that may be suffered by, accrue against, charged to or recoverable from each Airline Indemnitee by reason of any loss of, or damage to property, or injury to or death of any person to the extent arising out of any negligent or willful act or omission of the Operator, its officers, directors, employees, contractors, agents and invitees, or any of them, in connection with the performance of this Agreement, except to the extent caused by the negligent or willful act or omission of a Airline Indemnitee. Each Airline Indemnitee shall give the Operator prompt and reasonable notice of any such claim or action. In no event shall costs incurred in the defense of any action be deemed to be an operating cost of the Operator unless previously agreed to by the Airline Indemnitees. The Operator shall use legal counsel reasonably acceptable to the Airline Indemnitees in performing its obligations hereunder.

(b) Each Contracting Airline agrees to indemnify, defend and hold harmless the Operator, together with all of its respective officers, directors, employees, agents, successors and assigns (each an "Operator Indemnitee") from and against all claims, liabilities, damages, losses, judgments, expenses (including reasonable attorneys' fees and expenses), penalties and fines that may be suffered by, accrue against, charged to or recoverable from each Operator Indemnitee by reason of any loss of, or damage to property, or injury to or death of any person to the extent arising out of any negligent or willful act or omission of such Contracting Airline, its officers, directors, employees, contractors, agents and invitees, or any of them, in connection with the performance of this Agreement, except to the extent caused by the negligent or willful act or omission of an Operator Indemnitee. Each Operator Indemnitee shall give such Contracting Airline prompt and reasonable notice of any such claim or action. Each Contracting Airline shall use legal counsel reasonably acceptable to the Operator Indemnitees in performing its obligations hereunder.

Section 9.02 Insurance

(a) The Fuel System and all improvements, Special Facilities and the System Capital Assets shall be insured by the Operator at all times during the term of this Agreement in accordance with all of the requirements of Article 19 of the Fuel System Lease.

(b) In addition, the Operator shall obtain and maintain insurance of the following types and amounts issued by insurers of recognized financial responsibility. Except for Workers' Compensation, such insurance shall name as additional insureds the Contracting Airlines, the Authority, and such other Persons as the Fuel Committee may reasonably designate, covering the operations, activities, and services of the Operator under this Agreement. The Operator shall cause certificate(s) of insurance to be furnished to the Fuel Committee and the Authority, certifying that all the insurance coverage required pursuant to this Section 9.02 is in effect and

providing that it shall not be cancelable or materially reduced except upon thirty (30) days' written notice to the Fuel Committee and the Authority of such proposed cancellation or reduction. The certificate, with respect to the Operator's comprehensive general liability coverage, shall state that such coverage is primary and without right of contribution from any insurance carried by the Contracting Airlines, the Authority, or any other additional insured and that the liability assumed by the Operator under this Agreement (including, without limitation, the indemnity obligations under Section 9.01) has been specifically insured under the liability policy, but such insurance in no way limits the Operator's liability hereunder. The required insurance and minimum limits of coverage are as follows:

| | DESCRIPTION | LIMITS OF LIABILITY |
|----|--|--|
| A. | Comprehensive General Liability Coverage | |
| | 1. On-Airport Operations (including automobile, contractual, completed operations, independent contractor & products hazards) | \$200,000,000 per occurrence combined single limit |
| | 2. Operations other than On-Airport (bodily injury and property damage) | \$50,000,000 per occurrence combined single limit |
| B. | Automobile Liability (bodily injury and property damage) | \$50,000,000 per occurrence combined single limit |
| C. | Workers' Compensation and Employers' Liability Insurance | For Workers' Compensation, statutory. For Employers' Liability, \$1,000,000 per occurrence. |
| D. | Environmental Impairment Liability | \$4,000,000 per claim, subject to a maximum deductible of \$200,000 per claim and minimum \$8,000,000 annual overall policy limitation |
| E. | Property Casualty | Replacement costs, subject to a maximum \$100,000 deductible. |

Section 9.03 Additional Insurance

At the written request of the Fuel Committee, the Operator shall obtain other forms of insurance coverage, if commercially available, against any and all hazards in addition to those specified in this Article or in limits higher than those set forth in this Article 9. The cost of any such additional insurance shall be included in the Total Operating Cost.

Section 9.04 Use of Insurance Proceeds

(a) In the event any System Capital Asset is damaged, destroyed or lost, such damage, destruction or loss shall be, unless otherwise directed by the Fuel Committee with the

approval of the Authority, repaired or replaced by the Operator with due diligence. The Operator shall apply to such repair or replacement all or so much as may be necessary of the proceeds of insurance, if any, available to it by reason of such damage, destruction or loss. In the event the proceeds of insurance are insufficient to defray the full cost of such repair or replacement, the deficiency shall be amortized in the same manner as if the Operator's unamortized investment of such System Capital Asset had been amortized. In the event such insurance proceeds are in excess of the full cost of such repair or replacement, the Operator shall pay such excess as a credit to the Contracting Airlines in the month in which such proceeds were received. In the event the Operator is directed by the Fuel Committee, with the approval of the Authority, not to repair or replace the damage, destruction or loss of a System Capital Asset, the proceeds of insurance, if any, available to the Operator by reason of such damage, destruction or loss shall be applied in accordance with the provisions of Section 8.02.

(b) In the event of the damage, destruction or loss of any portion of the Fuel System, the Operator shall, to the extent of insurance proceeds made available to the Operator, repair or replace such portion with due diligence, unless otherwise instructed by the Fuel Committee with the approval of the Authority. The Operator shall not be obligated to expend more than the amount available to it for such repair or replacement from proceeds of insurance plus the amount available from the Contracting Airlines, if any; provided however, that in the event the damage, destruction or loss of any System Capital Asset or any portion of the Fuel System is caused by the negligent or willful act or omission of the Operator, its officers, directors, employees or agents, the Operator shall bear full financial responsibility for any uninsured losses or applicable policy deductibles. This provision shall not in any way limit the Operator's obligations pursuant to Section 9.01 herein.

Section 9.05 Environmental Obligations of Operator

(a) Compliance, Permits and Plans. In its performance of the Services, the Operator agrees to comply with all applicable present and future environmental and safety rules, regulations, restrictions, ordinances and/or other laws of Federal, State or local governmental entities relating to Hazardous Substances.

(b) Environmental Indemnification by the Operator. In consideration of the Management Fee paid to the Operator to perform the Services, the Operator shall be responsible for and the Operator shall indemnify the Contracting Airlines and the Authority and their respective members, officers, directors, employees and agents against any costs, claims, liabilities, losses, judgments, expenses (including without limitation, attorneys' fees and costs), fines or damages associated with releases of Hazardous Substances or environmental contamination, in each case only to the extent of the Operator's proportionate share of fault or negligence. This provision shall survive the termination of this Agreement. The Operator shall pay the cost of any deductible amounts, insurance exclusions, disclaimers or uncovered liabilities or other damages resulting from the negligence of the Operator. Under no circumstances will the Operator be responsible for releases of Hazardous Substances or environmental contamination resulting from conditions existing at the Fuel System prior to the date on which the Operator became the operator of the Fuel System, or for the exacerbation of such conditions other than exacerbation resulting from the negligence or willful misconduct of the Operator.

(c) Releases. Fuel System releases of Hazardous Substances discovered or caused by the Operator will be reported in accordance with applicable federal, state and local laws, rules or regulations of any governmental authority of competent jurisdiction and, in addition, within two (2) hours of such release, to the Fuel Committee and the Authority. The Operator will immediately initiate procedures to mitigate the release.

(d) Risk of Release; Questionable Conditions. If the Operator discovers conditions at the Fuel System that it believes may result in the release of Hazardous Substances or environmental contamination but which the Operator believes it is not required by applicable law to remedy at that time, the Operator shall promptly notify the Fuel Committee of such conditions, and the Fuel Committee shall either, in writing, (i) direct the Operator to take such actions as the Fuel Committee believes in good faith are necessary to remedy such conditions and agree that such costs shall constitute Reimbursable Direct Costs, or (ii) direct the Operator to abstain from taking any corrective actions until a Majority-in-Interest shall direct otherwise and agree that the Operator shall be indemnified with respect to any costs the Operator may incur in connection with such conditions, in which case the Operator shall abstain from taking action until directed to act by a Majority-in-Interest.

(e) Nondiscrimination, Safety and Environmental Requirements. The Operator agrees to conduct its business hereunder in a manner which complies with all requirements imposed by Section 28 of the Fuel System Lease or pursuant to 49 CFR Part 21, "Nondiscrimination in Federally Assisted Programs" of the U.S. Department of Transportation; 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964; 14 CFR Part 152, Subject E; by standards adopted pursuant to the Occupational Safety and Health Act of 1970, and by the Federal Clean Water Act, the Safe Drinking Water Act, the Clean Air Act, the Resource Conservation Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and other applicable federal, state, regional and local laws protecting the environment, and as these or related statutes or regulations may be amended or supplemented.

(f) State of Florida Clean Up Assistance First Resort Where Applicable. Notwithstanding any other provision of this Agreement to the contrary, the Operator shall have no obligation to remediate any condition or indemnify any party against any costs, claims, liabilities, losses, judgments, expenses (including without limitation, attorneys' fees and costs), fines or damages associated with releases of Hazardous Substances or environmental contamination or otherwise arising unless and until any and all recourse and remedies available under the Florida Early Detection Incentive Program, the Florida Petroleum Liability and Restoration Insurance Program, the Florida Abandoned Tank Restoration Program, the Florida Cleanup Participation Program, the provisions of Chapter 376 (entitled "Pollutant Discharge Prevention and Removal") of Title XXVIII of the Florida Statutes (entitled "Natural Resources; Conservation, Reclamation, and Use") or any other provision of Florida law or governmental regulations providing for Florida governmental assistance with the containment, restoration, cleanup or remediation of any environmental contamination or Hazardous Substances shall have first been exhausted.

Section 9.06 Environmental Obligations of Contracting Airlines

(a) Compliance, Permits and Plans. Each Contracting Airline agrees to comply, and to cause all of its employees, agents, contractors and subcontractors to comply, with all applicable present and future environmental and safety rules, regulations, restrictions, ordinances and/or other laws of Federal, State or local governmental entities relating to Hazardous Substances.

(b) Environmental Indemnification by Contracting Airlines. In addition to its obligations under Section 9.01(b) of this Agreement and in consideration of the Services provided by the Operator hereunder, each Contracting Airline shall be responsible for and shall indemnify the Operator and its officers, directors, employees and agents against any costs, claims, liabilities, losses, judgments, expenses (including without limitation, attorneys' fees and costs), fines or damages associated with releases of Hazardous Substances or environmental contamination, in each case only to the extent of that Contracting Airline's and its contractors' and subcontractors' proportionate share of fault or negligence. This provision shall survive the termination of this Agreement. The responsible Contracting Airline shall pay the cost of any deductible amounts, insurance exclusions, disclaimers or uncovered liabilities or other damages resulting from the negligence of that Contracting Airline or any of its contractors or subcontractors.

(c) Releases. Fuel System releases of Hazardous Substances discovered or caused by any Contracting Airline or its contractors or subcontractors will be reported in accordance with applicable federal, state and local laws, rules or regulations of any governmental authority of competent jurisdiction and, in addition, within two (2) hours of such release, to the Operator. The responsible Contracting Airline will immediately initiate or cause to be initiated procedures to mitigate the release.

**ARTICLE X
TERM AND TERMINATION**

Section 10.01 Term

This Agreement, unless sooner terminated in accordance with its provisions, shall be for a term of five (5) years from [_____], 2001 through [_____], 2006.

Section 10.02 Automatic Termination Upon Termination of Fuel System Lease

This Agreement shall automatically terminate upon and simultaneously with the termination of the Fuel System Lease.

Section 10.03 Termination by Contracting Airlines as a Group

The Contracting Airlines may terminate this Agreement:

(a) Upon a default by the Operator as provided in Section 11.01 of this Agreement;

(b) For any reason or no reason, upon thirty (30) days prior written notice to the Operator; or

(c) If the Operator (i) makes a general assignment for the benefit of creditors, (ii) files a petition in bankruptcy, (iii) files a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present or future federal bankruptcy law or other federal or state law, (iv) is subject to the appointment of or applies for a receiver, trustee or liquidator of all or substantially all of its property or (v) becomes subject to any judgment, decree or order by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future federal bankruptcy law or other federal or state law have been properly instituted otherwise than by it and such judgment, decree or order shall remain unstayed and in effect for thirty (30) days, upon written notice of termination to the Operator.

Section 10.04 Termination by the Operator

The Operator may terminate this Agreement with respect to all of the Contracting Airlines:

(a) Upon a default by the Contracting Airlines as provided in Section 11.02 of this Agreement; or

(b) For any reason or no reason, upon thirty (30) days prior written notice to the Fuel Committee.

Section 10.05 Termination by the Operator with Respect to Individual Contracting Airlines

(a) In the event that any Contracting Airline discontinues and abandons its operations at the Airport for any reason, this Agreement shall be terminated with respect to that Contracting Airline but shall continue in full force and effect with respect to the Operator and all of the other Contracting Airlines.

(b) In the event that any Contracting Airline (i) makes a general assignment for the benefit of creditors, (ii) files a petition in bankruptcy, (iii) files a petition or answer seeking its reorganization or the readjustment of its indebtedness under any present or future federal bankruptcy law or other federal or state law, (iv) is subject to the appointment of or applies for a receiver, trustee or liquidator of all or substantially all of its property, or (v) becomes subject to any judgment, decree or order by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution or winding up or any similar relief under any present or future federal bankruptcy law or other federal or state law have been properly instituted otherwise than by it and such judgment, decree or order shall remain unstayed and in effect for thirty (30) days, then the Operator, at its sole discretion, may terminate this Agreement with respect to that Contracting Airline, but this Agreement shall continue in full force and effect with respect to the Operator and all of the other Contracting Airlines.

(c) In the event that an individual Contracting Airline fails to perform any term or provision as required herein within fifteen (15) days after receipt of written notice of default given

by the Operator or, with respect to events which are curable, but which are incapable of being cured within fifteen (15) days, failure to commence and thereafter diligently to continue efforts to cure such default to the satisfaction of the Operator within such fifteen (15) days, the Operator shall be entitled to terminate this Agreement with respect to that Contracting Airline, but this Agreement shall continue in full force and effect with respect to the Operator and all of the other Contracting Airlines.

ARTICLE XI DEFAULT

Section 11.01 Event of Default with Respect to the Operator

The failure by the Operator to perform any term or provision as required herein within fifteen (15) days after receipt of written notice of default given by the Fuel Committee or, with respect to events which are curable, but which are incapable of being cured within fifteen (15) days, the Operator's failure to commence and thereafter diligently to continue efforts to cure such default to the satisfaction of the Fuel Committee within such fifteen (15) days, shall constitute an "Event of Default" with respect to the Operator and shall give the Contracting Airlines and/or the Fuel Committee the right to terminate this Agreement. The Fuel Committee shall provide the Operator with written notice of such termination and shall specify the date of termination of this Agreement, which termination date shall be no earlier than the date of delivery of such notice to the Operator.

Section 11.02 Event of Default with Respect to the Contracting Airlines

The failure by the Contracting Airlines to collectively perform any term or provision as required herein within fifteen (15) days after receipt of written notice of default given by the Operator or, with respect to events which are curable, but which are incapable of being cured within fifteen (15) days, failure to commence and thereafter diligently to continue efforts to cure such default to the satisfaction of the Operator within such fifteen (15) days, shall constitute an "Event of Default" with respect to the Contracting Airlines and shall give the Operator the right to terminate this Agreement. The Operator shall provide the Contracting Airlines and the Chairperson of the Fuel Committee with written notice of such termination and shall specify the date of termination of this Agreement, which termination date shall be no earlier than the date of delivery of such notice to the Chairperson of the Fuel Committee.

Section 11.03 Remedies in Event of Default

In addition to any right to terminate this Agreement upon the occurrence of an Event of Default, as provided in Sections 11.01 and 11.02, the Operator or the Contracting Airlines, as the case may be, may pursue any and all other remedies available at law or in equity in the event of a default by the other party hereto.

Section 11.04 Notice of Non-Payment

In the event that any Contracting Airline shall fail to pay to the Operator any amount payable in accordance with the Fuel System Lease or this Agreement, the Operator shall give such

Contracting Airline and the Chairperson of the Fuel Committee prompt written notice of such failure.

ARTICLE XII EXCUSABLE DELAY

Section 12.01 Excusable Delay

The Operator shall be excused from, and shall not be liable for, any impairment or interruption of service due to causes beyond its reasonable control and without the Operator's fault or negligence. Such causes shall be deemed to include, without limitation, weather, fire, earthquake, explosions, epidemics, quarantine restrictions, flood, windstorm, power shortages, accidents, war (whether declared or undeclared), warlike operations, insurrections, acts of public enemies, civil commotions, riots, rebellions, embargoes, transportation delays, materials controls, court orders, regulations, rulings or acts of any governmental agency now existing or hereafter in effect (not arising from a breach of the Operator's obligations under this Agreement) and acts of God. Nevertheless, in the event of any impairment or interruption of service resulting from such cause or causes, the Operator shall use its best efforts to eliminate such impairment or interruption as soon as possible and in the interim to provide such services hereunder as may practicably be performed by the Operator.

Section 12.02 No Liability

Except to the extent that liability shall be compensated by insurance carried pursuant to the terms of this Agreement, in the event of a breach by the Operator of any of its obligations hereunder, the Operator shall be under no liability to any Contracting Airline or Non-Contracting User for mail fines, for delay to scheduled or non-scheduled arrivals or departures of cargo or passenger aircraft or equipment owned or operated by any Contracting Airline or Non-Contracting User, or for loss of full or partial use and occupancy of any such aircraft (excluding physical damage to aircraft) or for any loss arising from any of the foregoing.

ARTICLE XIII INVENTORY AND INVENTORY LOSS

Section 13.01 Ownership of Aviation Fuel

(a) Except for Aviation Fuel delivered for its own account, the Operator shall not be responsible in any way or incur any liability whatsoever to the Contracting Airlines or to any Supplier of Aviation Fuel for any payments for or charges relating to Aviation Fuel, and the Contracting Airlines shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses and judgments, including attorney's fees, costs and expenses incidental thereto, which may be suffered by, accrue against, or be charged to the Operator by reason of any claim for payment by any Supplier of Aviation Fuel delivered for the account of any Contracting Airline, or by reason of the Operator's proper rejection of any Aviation Fuel tendered for transportation through the Fuel System for the account of any Contracting Airline.

(b) The Aviation Fuel which is transported by the Operator through the Fuel System for delivery to the aircraft of any Contracting Airline or Non-Contracting User, shall at all times be and remain the property of such Contracting Airline or Non-Contracting User. Nothing contained in this Agreement shall affect the right of any Contracting Airline or Non-Contracting User to select any Supplier of its own choice for any Aviation Fuel or other associated products; provided, however, such Aviation Fuel and products must meet or exceed the then current specifications established by the Fuel Committee.

(c) Unless the Operator agrees otherwise in writing, each User shall at all times maintain a minimum inventory of Aviation Fuel in the Fuel System in an amount determined by the Operator subject to the following limitations: the Operator may not require (1) any Contracting Airline to maintain minimum inventory in excess of three times the average daily Gallonage used by that Contracting Airline during the preceding two calendar months, (2) any Non-Contracting User to maintain minimum inventory in excess of the average weekly Gallonage used by the Non-Contracting User during the preceding two calendar months, and (3) any Non-Contracting User to maintain minimum inventory in excess of any maximum amount reasonably set by the Contracting Airlines. In the event that any User has not been operating at the Airport for two calendar months, average Gallonage shall be determined based on reasonable projections of usage provided to the Operator prior to that User obtaining access to the Fuel System.

Section 13.02 Commingling of Aviation Fuel

The nature of the Fuel System requires commingling of the Aviation Fuel, except, as required, Bonded Fuel and/or FTZ Fuel shall be segregated from other Aviation Fuel, in accordance with United States Customs regulations regarding Bonded Fuel and/or FTZ Fuel storage.

Section 13.03 Access to the Fuel System

The only parties permitted to access the Fuel System to withdraw Aviation Fuel and thus dispense into-plane are: any Contracting Airline authorized by the Authority to provide into-plane fueling services at the Airport, any other entity that has qualified as an Into-Plane Service Provider, and, to the extent authorized by this Agreement, the Operator. No Contracting Airline or Non-Contracting User will be entitled to have delivered into its aircraft or otherwise Aviation Fuel in an amount greater than is authorized by its Supplier or, if applicable, is stored by it in the Fuel System. Each User must deliver into the Fuel System a quantity of Aviation Fuel sufficient to meet at all times all of its authorized withdrawals from the Fuel System. In the event that a User has at any time insufficient amounts in the Fuel System to satisfy authorized withdrawals by a Contracting Airline or Into-Plane Service Provider, arrangements must be made for delivery by a User with sufficient inventory in the Fuel System. The Contracting Airline or Into-Plane Service Provider is required to notify the Operator of any such arrangements made and the Operator must verify the arrangement with each party involved prior to delivery to the Contracting Airline or Into-Plane Service Provider.

Section 13.04 Inventory Reconciliation

(a) The Operator shall keep current, complete and accurate inventory records. Receipts into inventory and disbursements from inventory shall be recorded in net and/or gross gallons as directed by the Fuel Committee or the Chairperson from time to time. At approximately the same time each day, the Operator shall take inventory measurements of each storage facility and for each measurement so taken, the Operator shall record the volume and the time of day such measurement was made. Each disbursement of Aviation Fuel into aircraft shall be recorded in individual fueling tickets unless the Chairperson or the Fuel Committee approves an alternative arrangement.

(b) Using the above daily measurements, the Operator shall monthly reconcile the physical inventory to the calculated inventory and present such reconciliation to the Chairperson. Such reconciliation shall be explained to the Fuel Committee's reasonable satisfaction the receipt and distribution of all Aviation Fuel, including all operating gains or losses of inventory. The Operator shall be responsible for all loss or disappearances of Aviation Fuel from inventory in excess of 0.25 percent of the monthly disbursements that cannot be reconciled as required by this subparagraph (b), or adequately explained as a normal operating loss reasonably beyond the Operator's control.

(c) The Operator shall be responsible for all losses of Aviation Fuel that result from the Operator's negligence, mismanagement or willful misconduct. The Operator shall also be responsible for all losses or disappearances of Aviation Fuel from inventory in excess of 0.25 percent of yearly throughput that cannot be reconciled as required, above, or adequately explained as a normal operating loss reasonably beyond the Operator's control. Within thirty (30) days following each yearly anniversary of the effective date of this Agreement, the Operator shall replace all such losses or disappearances of Aviation Fuel in excess of 0.25 percent of yearly throughput over the course of the previous year not reconciled or adequately explained as provided for above, such replacement or payment to be allocated to all Users of the Fuel System during such previous year, based upon the respective throughput of all such Users that owned Aviation Fuel in the Fuel System during the period or as otherwise directed by the Fuel Committee. All gains and losses for which the Operator is not responsible shall be determined monthly and shared proportionately by Users of the Fuel System based upon total monthly volume withdrawn from the Fuel System for the month in question.

(d) Any liability of the Operator for Aviation Fuel lost, contaminated or otherwise damaged or destroyed while in the Operator's custody or control shall be limited to the replacement value of such Aviation Fuel, the cost of removing and replacing such Aviation Fuel, any costs of environmental remediation and fines or charges related to removing and replacing such Aviation Fuel, and all costs associated with tank cleaning and filter replacements required due to contamination of such Aviation Fuel.

(e) The Operator shall not permit any Contracting Airline, Supplier or Non-Contracting User to operate in a negative inventory position unless previous arrangements have been made among Users of the Fuel System to exchange or borrow Aviation Fuel and evidence of such arrangements by Users has been previously documented to the Operator by all parties involved in the exchange.

Section 13.05 Storage Fee

In the event a Contracting Airline has Aviation Fuel delivered into the Fuel System but has not thereafter withdrawn that Aviation Fuel from the Fuel System within thirty (30) days, then the Operator will bill the Contracting Airline for a resident storage fee of \$0.02 per gallon per month until such Aviation Fuel is withdrawn.

ARTICLE XIV USERS OTHER THAN CONTRACTING AIRLINES

Section 14.01 System Use Charge

Each Non-Contracting User or Itinerant User will be charged with and will pay a System Use Charge, which the Operator will collect on behalf of the Contracting Airlines for each Gallon of Aviation Fuel transported to such Non-Contracting User or Itinerant User through the Fuel System. The System Use Charge shall be billed to either the Non-Contracting User or Itinerant User, or an authorized Into-Plane Service Provider designated by the Non-Contracting User or Itinerant User. The System Use Charge will be in such amount as the Contracting Airlines will set and any change in the charge will be effective upon the first day of any calendar month following written notification of such change given by the Contracting Airlines or the Fuel Committee to the Operator. The System Use Charge will be in addition to any fee or charge imposed by the Authority and required to be collected by the Operator on behalf of the Authority. The System Use Charge will be applied by the Operator as a credit to the account of the Contracting Airlines.

Section 14.02 Storage Fee

In the event a Non-Contracting User or Itinerant User has Aviation Fuel delivered into the Fuel System but has not thereafter withdrawn that Aviation Fuel from the Fuel System within thirty (30) days, then the Operator will bill the Non-Contracting User or Itinerant User for a resident Storage Fee in such amount as the Fuel Committee will set and notify the Non-Contracting User or Itinerant User of such billing. Any change in such Storage Fee will be effective upon the first day of any calendar month following written notification of such change given by the Contracting Airlines or the Fuel Committee to the Operator for such Storage Fee.

Section 14.03 Payment Requirements

Not later than thirty (30) days following the end of each calendar month, the Operator will render or cause to be rendered to each Non-Contracting User and Itinerant User, or the authorized Into-Plane Service Provider of each Non-Contracting User and/or Itinerant User, an itemized bill for each Non-Contracting or Itinerant User for the amounts due and payable for such calendar month to the Contracting Airlines pursuant to Sections 14.01 and 14.02. Such bill will be due and payable upon receipt and will be delinquent twenty (20) days thereafter. The amount of any undisputed delinquent bill will bear interest at two percent (2%) per month (or at the maximum rate permitted by law, whichever is lower), from the date such amount is due. The Operator will promptly notify the Fuel Committee of any delinquency and may, upon the authorization of the Fuel Committee put such Non-Contracting User or Itinerant User and/or its authorized Into-Plane Service Provider on a cash or prepayment basis. In the event of the continued failure of a Non-Contracting User or

Itinerant User or its authorized Into-Plane Service Provider to pay such charges, the Operator may pursue any and all legal and equitable remedies as authorized by the Contracting Airlines or the Fuel Committee. In the event any fees or charges of any sort to be collected by the Operator hereunder which are incurred by any Non-Contracting User or Itinerant User and are billable to that Non-Contracting User's or Itinerant User's Into-Plane Service Provider or any other third party, the Contracting Airlines will require that such Into-Plane Service Provider or other third party shall be jointly and severally liable for such fees or charges with the Non-Contracting User or Itinerant User incurring the fee or charge.

Section 14.04 Access Agreements

The Contracting Airlines will not permit any Non-Contracting User, Itinerant User, Into-Plane Service Provider or any other party to have access to the Fuel System or the right to use the Fuel System in any way or cause the Fuel System to be used in any way on its behalf except pursuant to a written agreement approved by the Operator, which approval shall not be unreasonably withheld. Any amendment to or waiver of any provision of any such agreement must similarly be approved by the Operator, which approval shall not be unreasonably withheld

ARTICLE XV ADDITIONAL CONTRACTING AIRLINES

Any Air Carrier upon becoming a Lessee under the Fuel System Lease and a party to the Interline Agreement may become a party to this Agreement as a Contracting Airline without the need for further consent by any other party or amendment to the Agreement, provided such Air Carrier is a regularly scheduled airline that is party to an airport lease with the Authority, by executing and delivering to the Operator a joinder to the Agreement in form and substance reasonably acceptable to the Operator.

ARTICLE XVI MISCELLANEOUS

Section 16.01 Notices

All notices required or permitted to be given pursuant to this Agreement shall be in writing and deemed given (i) one day after being sent if sent by overnight express delivery with a reputable overnight delivery service, (ii) when sent if sent by telex or telegram, (iii) at the time indicated on a transmission report showing a complete, successful transmission and automatically printed by the sending fax machine upon completion of transmission if sent by facsimile, (iv) when delivered if personally delivered, or (v) three days after deposit in the U.S. post if sent by certified mail, return receipt requested with postage prepaid, in each case when addressed to the party to receive notice at the address and fax number set forth beside its name on the signature page hereof or such other address as a party hereafter designates by written notice given in accordance with this Section 16.01.

Section 16.02 Amendments

This Agreement may not be amended or modified except in writing signed by the Operator and the Contracting Airlines. Any such amendment or modification shall be binding on the Operator and the Contracting Airlines.

Section 16.03 Assignment: Successors

This Agreement may not be assigned by the Operator without the prior written consent of the Contracting Airlines. This Agreement may not be assigned by any Contracting Airline without the prior written consent of the Operator. Any such purported assignment shall be void and of no effect. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement by a party to a Person acquiring the assignor by means of merger, consolidation or stock purchase or exchange.

Section 16.04 Complete Agreement

This Agreement sets forth the complete agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

Section 16.05 Waiver

The failure of any Contracting Airline or the Operator to exercise any power or right under this Agreement shall not operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof, or the exercise of any other power or right. All waivers of any power or right under this Agreement must be in writing, and no waiver of any right or power in a particular instance shall be deemed a permanent waiver of such power or right (unless the written waiver by its terms purports to be a permanent waiver) or a waiver of such power or right in any other instance. Compliance by the Operator with any provision of this Agreement may be waived by the Contracting Airlines.

Section 16.06 Governing Law

The Parties agree that this Agreement will be governed by the Laws and Common Law of the United States and the Commonwealth of Florida as though the entire contract were performed in Florida, and without regard to Florida's conflict of laws statutes. The Parties further agree that they consent to the jurisdiction of the Courts of Florida or the federal courts located within Florida and waive any claim of lack of jurisdiction or *forum non conveniens*.

Section 16.07 Severability

In the event any term, covenant or condition of this Agreement is found to be invalid or unenforceable under the laws of any jurisdiction, such invalidity or unenforceability shall not affect any other term, covenant or condition hereof. In addition, any such invalid or unenforceable term, covenant or condition shall be deemed automatically modified to the minimum extent necessary to make such term, covenant or condition valid and/or enforceable while still fulfilling the original intent of the parties to this Agreement to the maximum extent possible.

Section 16.08 Independent Contractor

The relationship of the parties hereto is that of purchaser and provider of services. The Operator is intended to be an independent contractor and nothing herein is intended or is to be construed as establishing any agency (except as specifically provided herein), employment, partnership or joint venture relationship between the Operator and the Contracting Airlines.

Section 16.09 Execution in Counterparts

This Agreement may be executed in multiple counterparts, each which may bear one or more of the signatures of the parties to this Agreement and each of which shall be an original, but all of which together shall constitute but one and the same instrument.

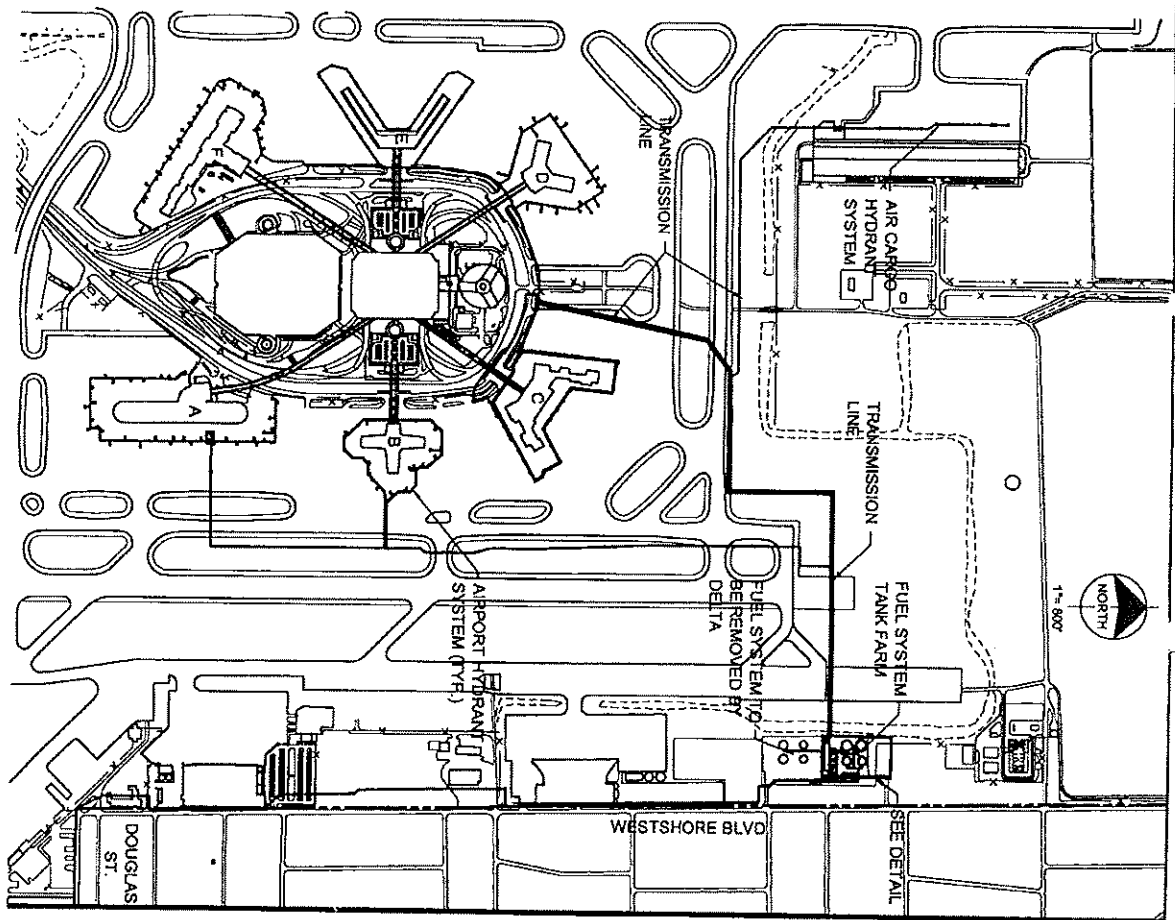
Section 16.10 Construction

(a) The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

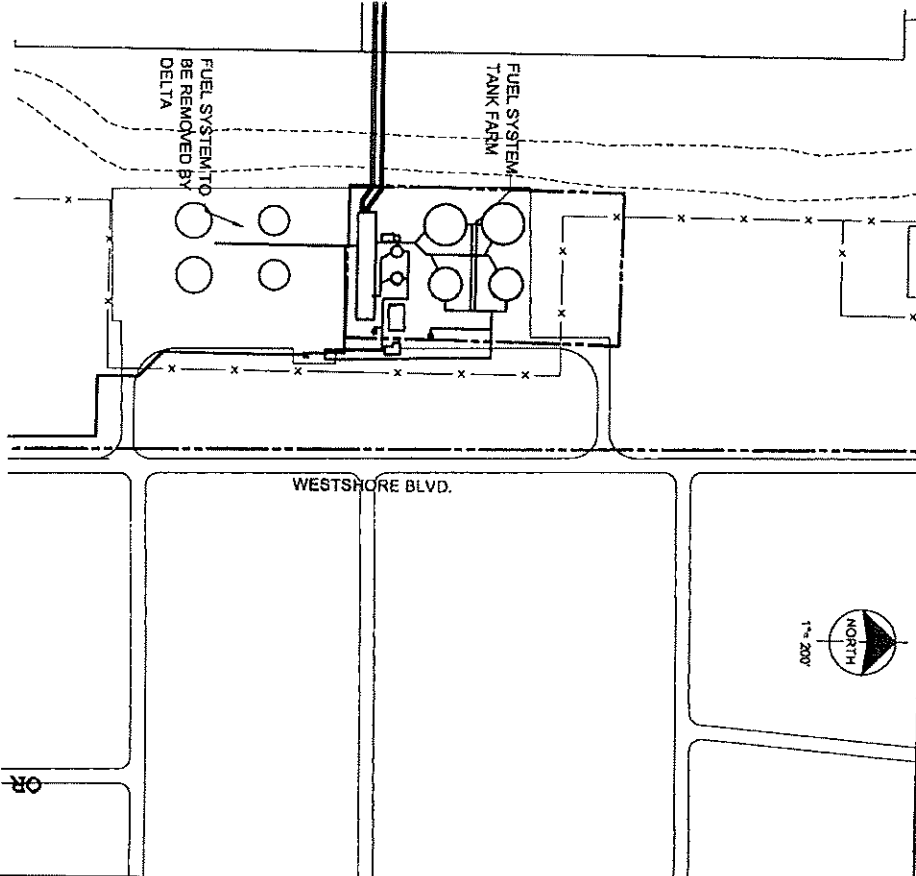
(b) The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

[Signatures on following page]

PIPELINE RIGHT-OF-WAY



ENLARGED DETAIL OF FUEL SYSTEM TANK FARM



OR-BK 11156 PG 0530

2/14/09

EXHIBIT C
Page 1

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

FUEL FACILITIES AND PIPELINE

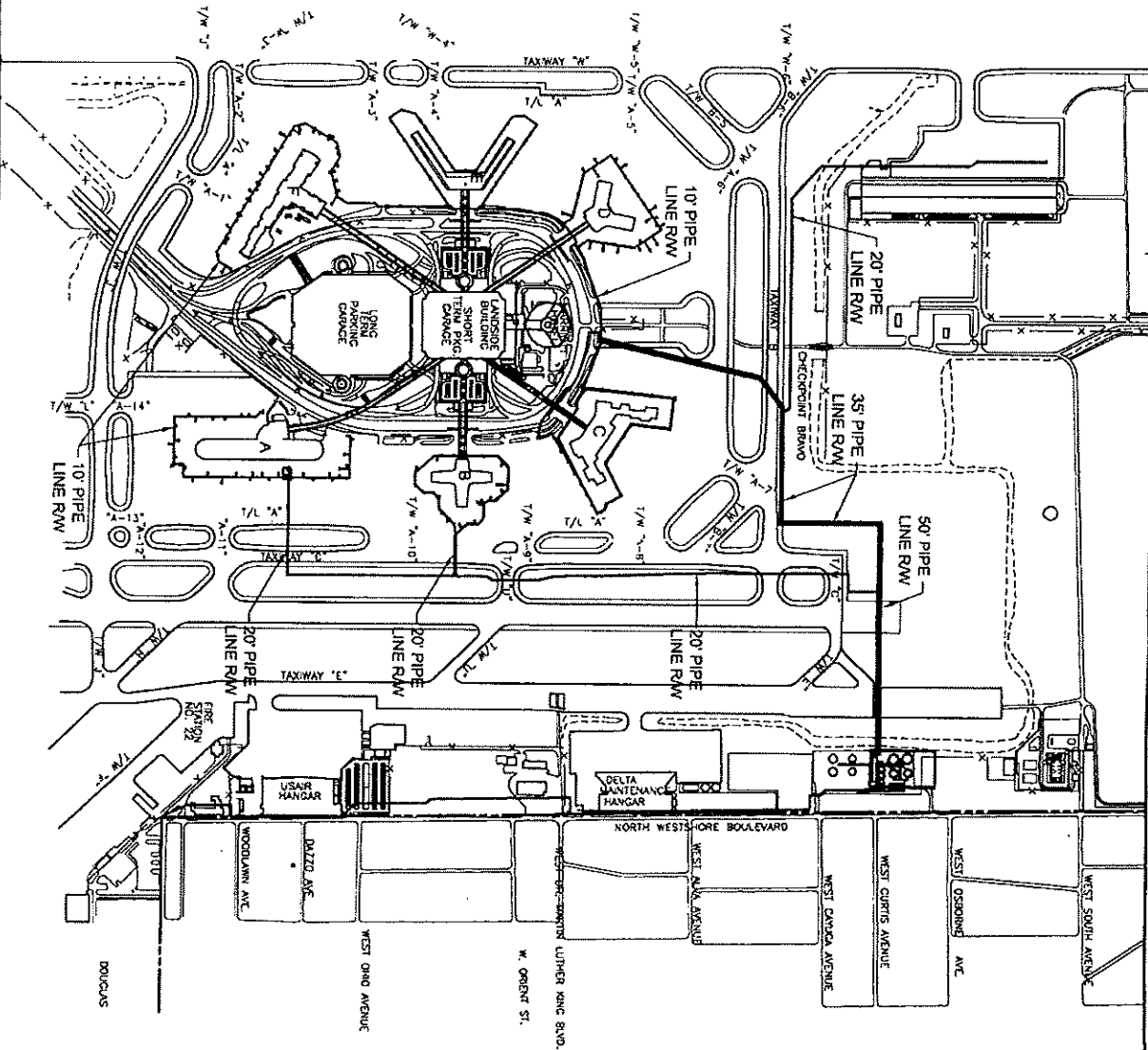


HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA - FLORIDA

Prepared by

URS Greiner Woodward Clyde

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EXHIBIT C
PAGE 2

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

FUEL FACILITIES AND PIPELINE

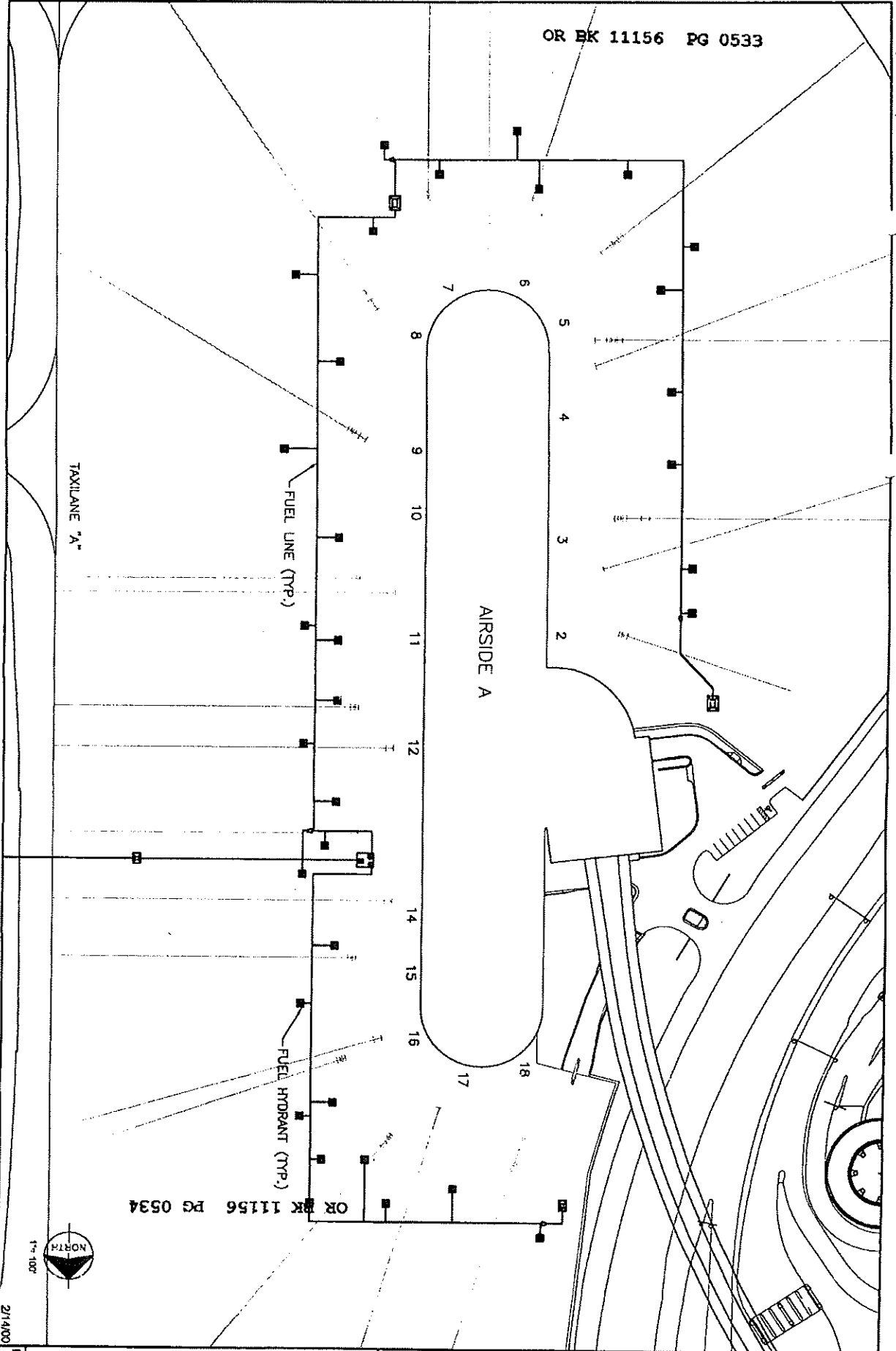


HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA - FLORIDA

Prepared by *US Grubbs Woodward Clyde*

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OR BK 11156 PG 0533



OR BK 11156 PG 0534



2/14/00

EXHIBIT C
Page 3

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

AIRSIDE A PIPING/HYDRANT LAYOUT



HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared by
URS Greiner Woodward Clyde

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OR BK 11156 PG 0535

APRON

T/W "A-9"

SERVICE

TUG DRIVE

FUEL LINE (TYP.)

TAXIWAY "C"

AIRSIDE B

280' EAST

330' EAST

ROAD

TUG DRIVE

FUEL HYDRANT (TYP.)

T/W "A-10"

APRON



OR BK 11156 PG 0536

2/14/80

EXHIBIT C
Page 4

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

AIRSIDE B PIPING/HYDRANT LAYOUT

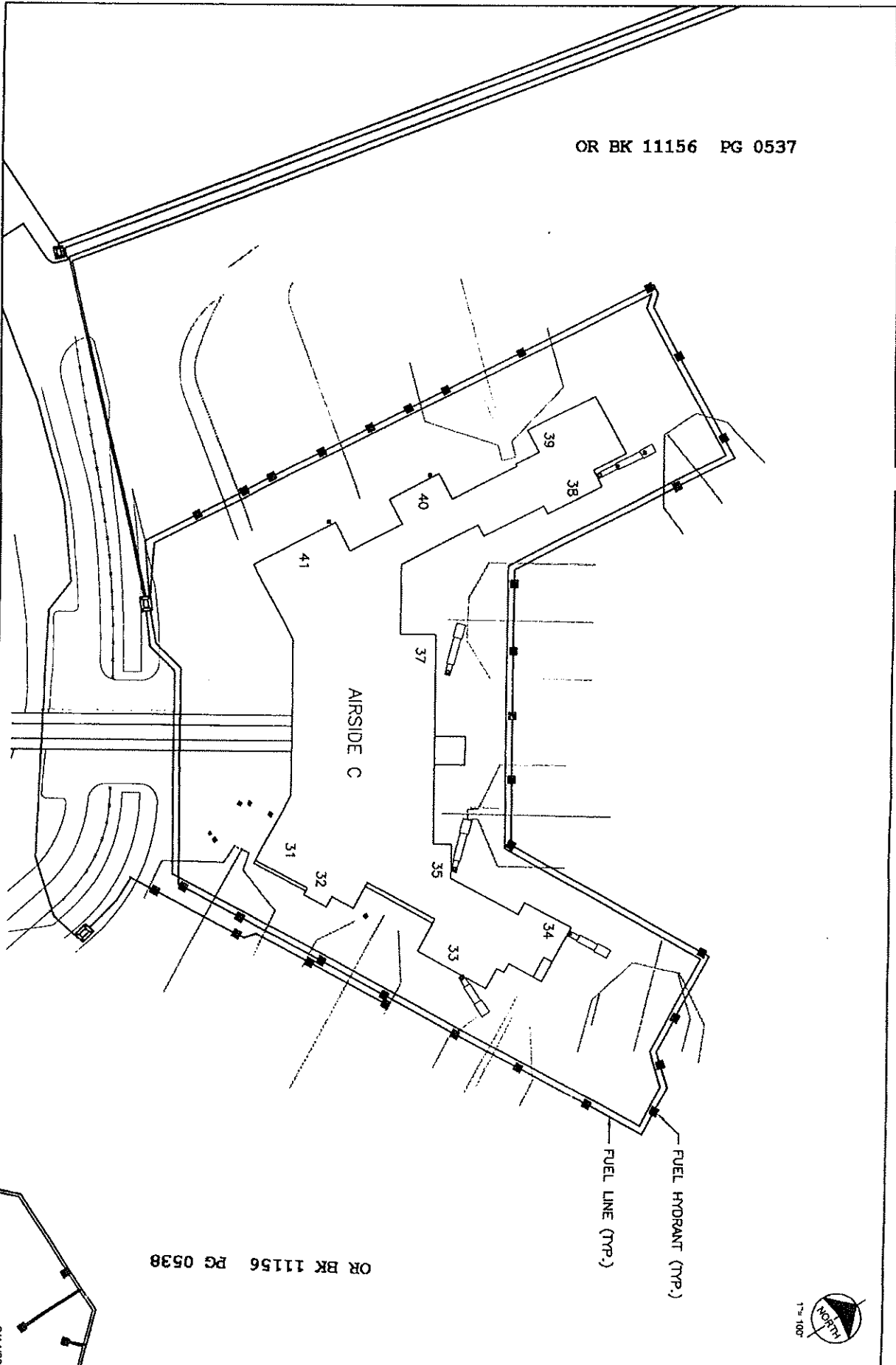


HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared by

WBS Greiner Woodward Clyde

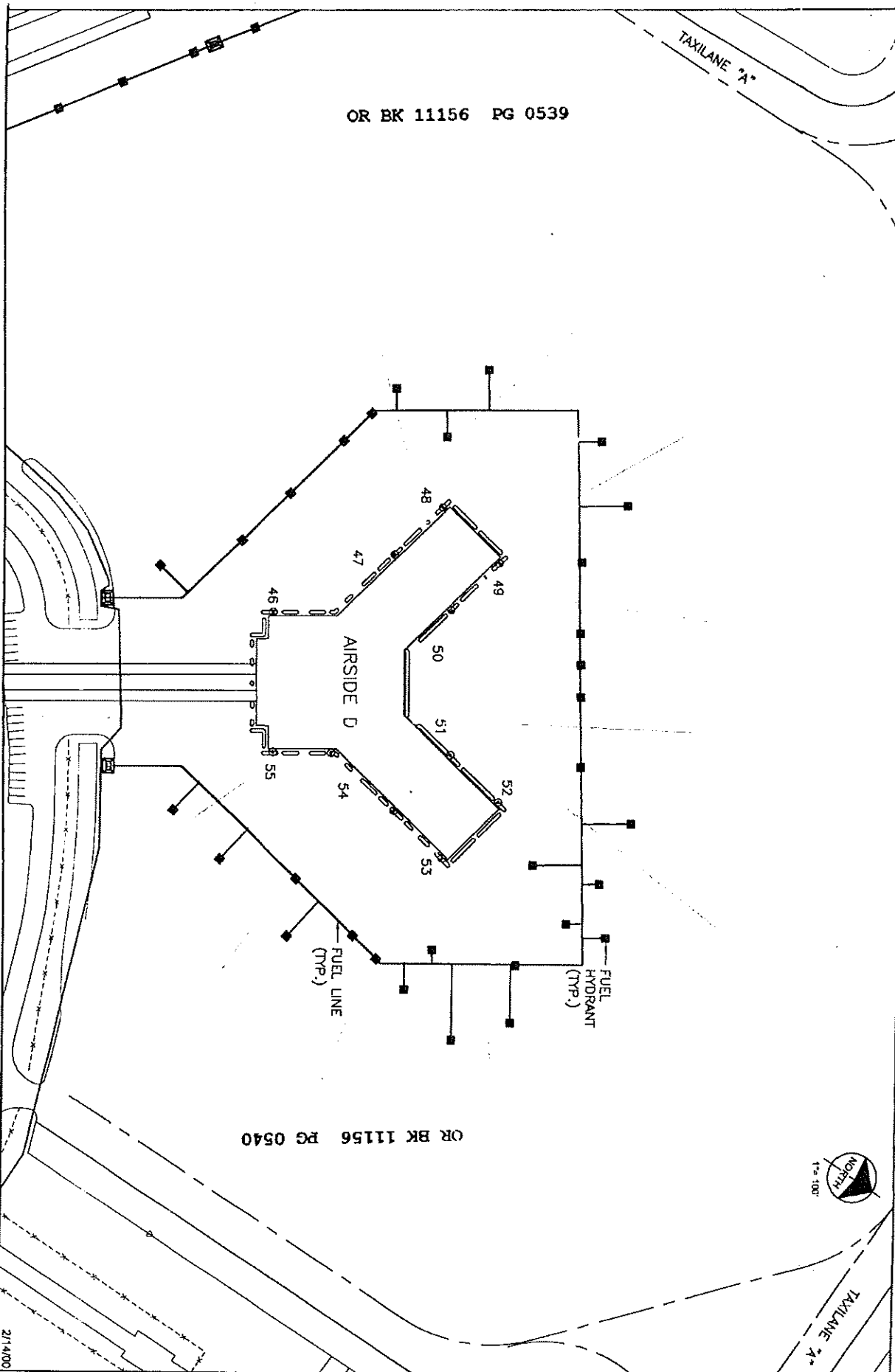
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| EXHIBIT C Page 5 | LEASE AND USE AGREEMENT FOR FUEL FACILITIES AND PIPELINE | HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA INTERNATIONAL AIRPORT TAMPA - FLORIDA Prepared by <i>GRS Arthur Woodward Cycle</i> | DATE | REVISED | BY | APP'D |
| | AIRSIDE C PIPING/HYDRANT LAYOUT | | | | | |

OR BK 11156 PG 0539



OR BK 11156 PG 0540



2/14/00

EXHIBIT C
Page 5

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

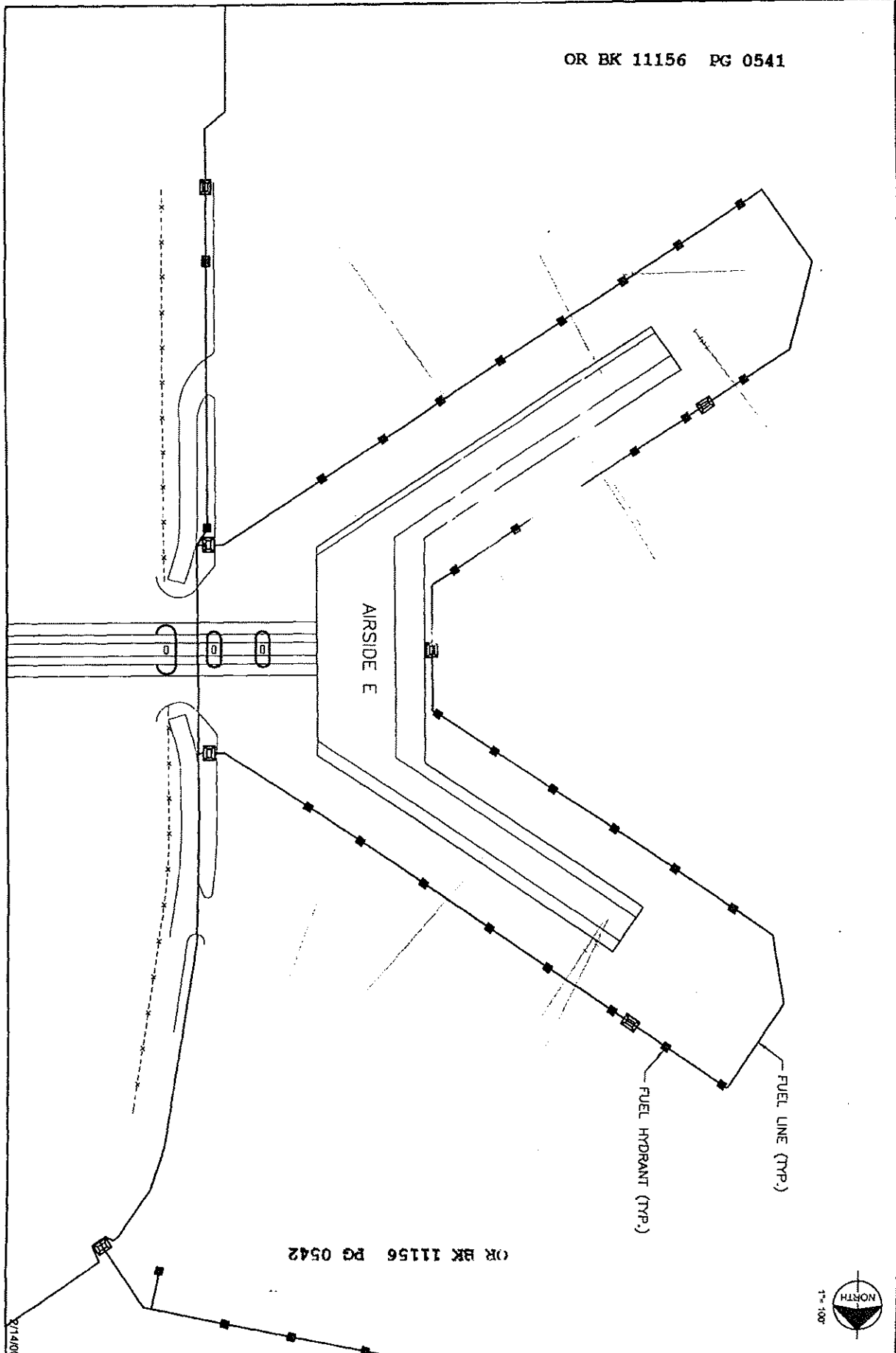
AIRSIDE D PIPING/HYDRANT LAYOUT



HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared by *URS Greiner Woodward Clyde*

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OR BK 11156 PG 0542



2/14/00

EXHIBIT C
Page 7

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

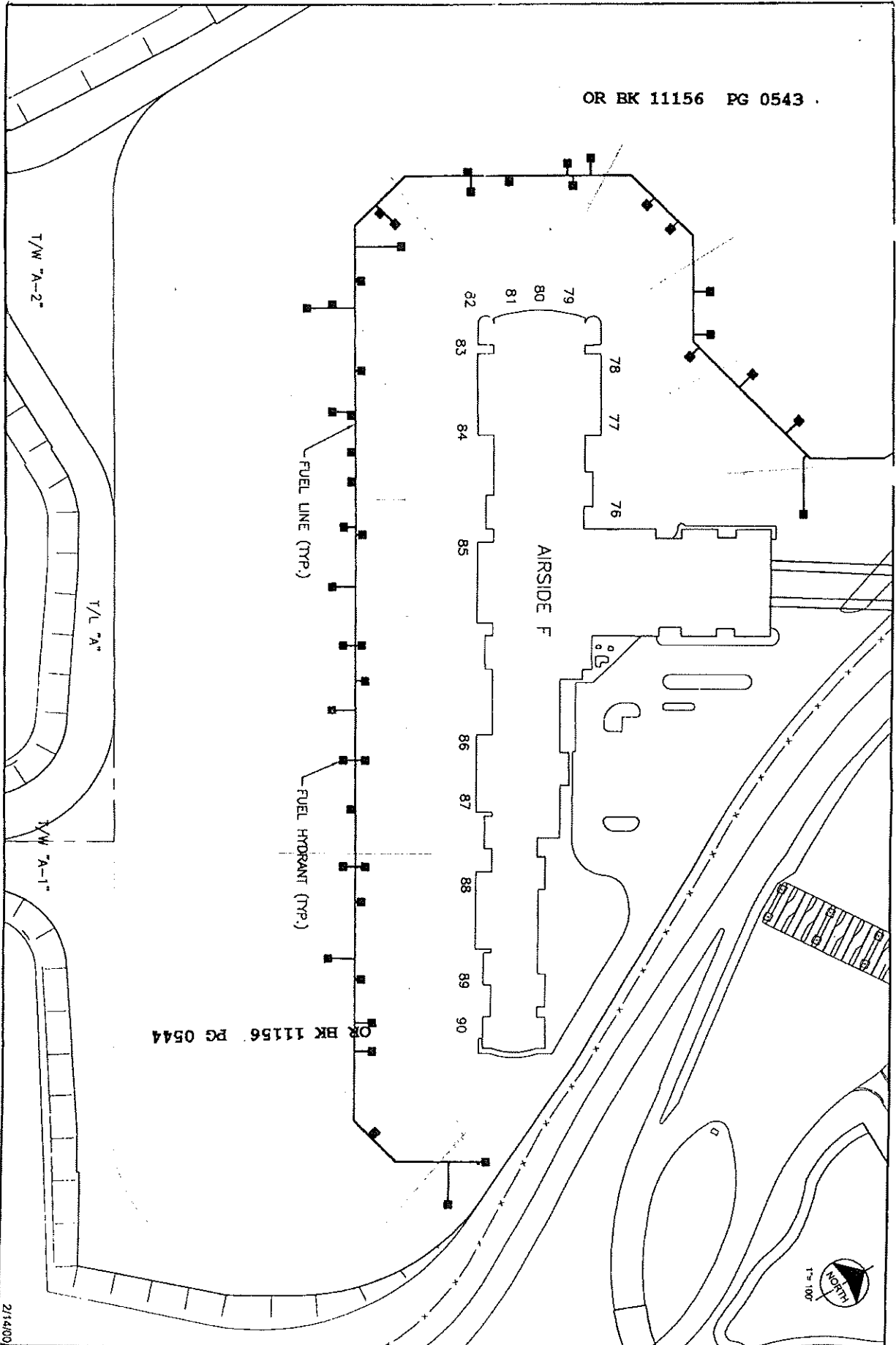
AIRSIDE E PIPING/HYDRANT LAYOUT



HALLAND COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared by *URS Greiner Woodward Clyde*

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OR BK 11156 PG 0544



2/14/03

EXHIBIT C
Page 9

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

AIRSIDE F PIPING/HYDRANT LAYOUT

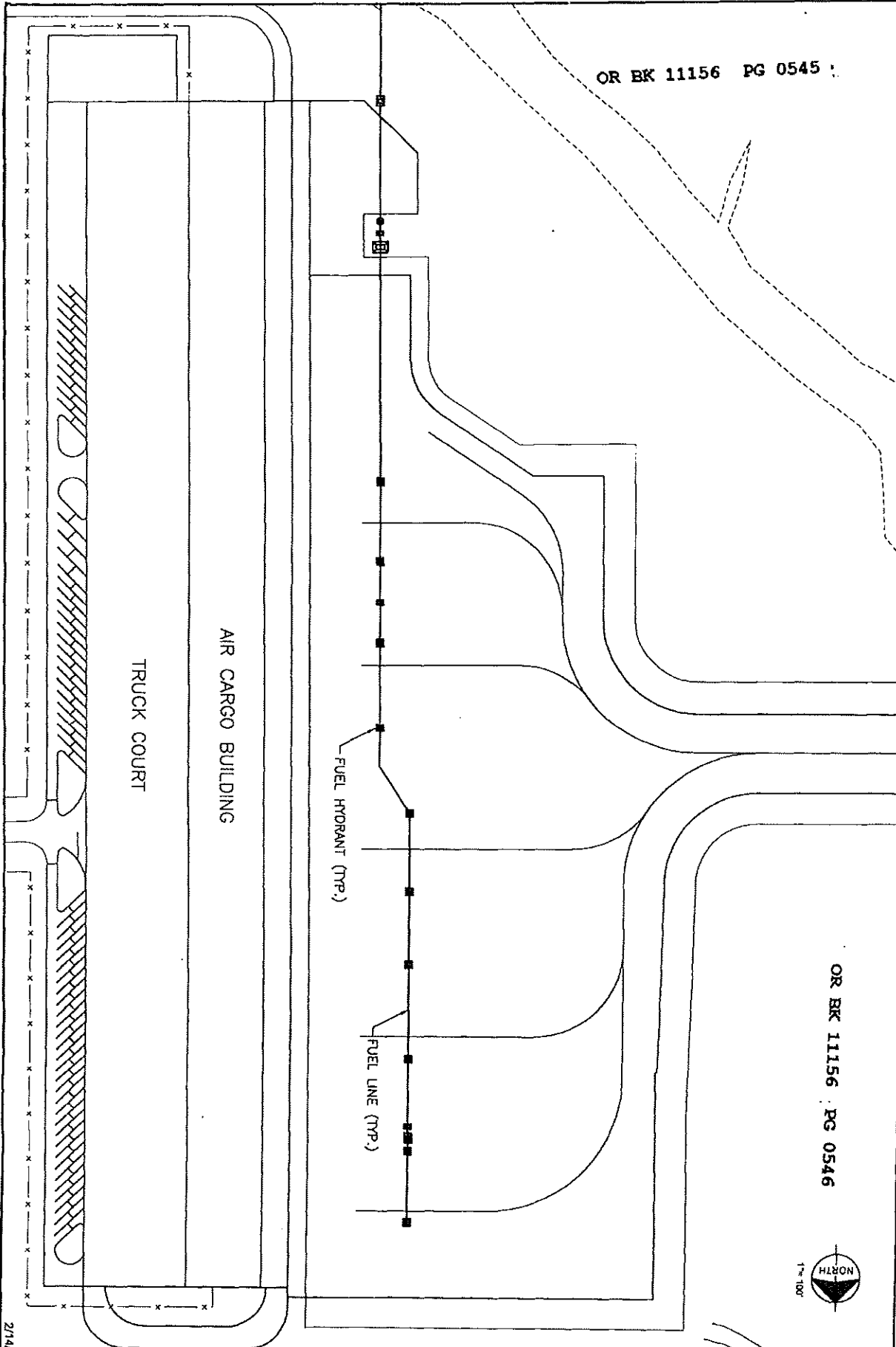


HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared by **URS Greiner Woodward Clyde**

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OR BK 11156 PG 0545



OR BK 11156 PG 0546



2/14/00

LEASE AND USE AGREEMENT FOR
FUEL FACILITIES AND PIPELINE

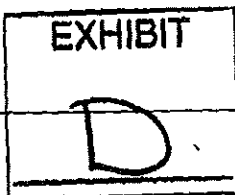
AIR CARGO PIPING/HYDRANT LAYOUT

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared by
URS Greiner Woodward Clyde

| DATE | REVISIONS | BY | CHK. |
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Greiner



Greiner, Inc.
P. O. Box 31646 (33631-3416)
76 West Courtney Campbell Causeway
Tampa, Florida 33607-1462
(813) 286-1711
FAX: (813) 287-8591

T9900.01
October 14, 1991

OR BK 11156 PG 0547

Hillsborough County Aviation Authority
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

Attention: Mr. Jim Jones
Director of Design and Construction

Reference: Estimated Cleanup Costs for Airside "B" Fuel Line Valve Pit Area,
Tampa International Airport (TIA)

Dear Jim:

In accordance with your request, we have prepared some cost estimates for the cleanup of petroleum-contaminated soils and groundwater and the removal of free floating petroleum in the vicinity of the Airside B fuel line valve pit, located east of Taxiway C at TIA.

Contaminated Soils

On October 1, 1991 Greiner, Inc. personnel performed a "soil gas survey" at the valve pit site. This preliminary survey consisted of performing hand auger soil borings, collecting soil samples at 1-foot depth intervals, placing the samples in sealed jars, and testing the "headspace" in each jar for petroleum vapors with an Organic Vapor Analyzer (OVA). This soil gas testing method is recommended by the Florida Department of Environmental Regulation (FDER) for petroleum-contaminated soils. As shown on Attachment A 1 of 4, the soil boring and testing sequence progressed away from the valve pit north, south, east and west until the approximate limits of "excessively-contaminated" soils (i.e., greater than 50 parts per million OVA petroleum reading) were determined. The only exception being borings performed west of the valve pit, where the presence of excessively-contaminated soil likely extends under the edge of the taxiway pavement; no borings were performed west of the edge of pavement. Attachment A 1 of 4 shows the estimated extent of excessively-contaminated soils based on the soil gas survey.

Tampa International Airport
Use and Lease Agreement for Fuel
Facilities and Pipeline
Exhibit "D"
Item 1 of 7



A GILCORP Company

LIMITED CONTAMINATION ASSESSMENT REPORT

AIRCRAFT SERVICE INTERNATIONAL, INC.
4720 NORTH WESTSHORE BOULEVARD
TAMPA, HILLSBOROUGH COUNTY, FLORIDA

298625784

Prepared for:


HILLSBOROUGH COUNTY
ENVIRONMENTAL PROTECTION COMMISSION
Tampa, Florida

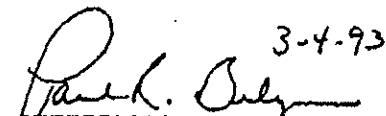
Prepared by:

ENVIRONMENTAL SCIENCE & ENGINEERING, INC.
Tampa, Florida

ESE No. 3928295

January 1993


Sylvia P. Lorrain
Project Manager


Paul R. Belyea, P.G.
Florida Registration No. 0000174

3-4-93

OR BK 11156 PG 0548



Environmental
Science &
Engineering, Inc.

**ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
STATE CLEAN-UP SITE**

**LIMITED CONTAMINATION ASSESSMENT REPORT
SUMMARY**

**AIRSIDES -- B, C, D, & E
FDEP Facility ID No. 298625784**

NOVEMBER 30, 1993

OR BK 11156 PG 0549



Environmental
Science &
Engineering, Inc.

November 30, 1993

RECEIVED

NOV 30 1993

E.P.C. OF H.C.

LOGGED

11 / 30 / 93

Mr. Henry Robert Lue
Hillsborough County Environmental
Protection Commission
Waste Management Division
1410 North 21st Street
Tampa, FL 33605

Re: Limited Contamination Assessment Report Summary
Tampa International Airport
Hillsborough County, Tampa, Florida

Dear Mr. Lue:

Environmental Science & Engineering, Inc. (ESE) was authorized by the Hillsborough County Environmental Protection Commission (HCEPC) to conduct a Limited Contamination Assessment Report (LCAR) at portions of the Tampa International Airport (TIA) (Airsides B, C, D, and E), Florida Department of Environmental Protection (FDEP) Facility No. 298625784. The site is located in Tampa, Hillsborough County, Florida. The TIA Airsides B, C, D, and E were admitted to the state funded Early Detection Incentive (EDI) Program on April 17, 1989 under DER File No. 29-3887 and included the Aircraft Service International (ASI) tank farm and hydrant piping. A limited CAR was performed at ASI tank farm and is on file at HCEPC as LCAR dated January, 1993.

The purpose of the investigation, as set forth by the request of HCEPC, was to investigate the soil quality for impacts by petroleum hydrocarbons and to evaluate the presence of free-phase petroleum product as a result of potential discharges from the hydrant fuel system surrounding Airsides B, C, D, and E and Airside B valve control pit across Taxiway C. The soil quality investigation procedures were conducted in accordance with the guidelines outlined in Florida Administrative Code (FAC) Chapter 17-770.200.

Monitor Well Installation and Construction

As part of the authorized scope by HCEPC, one shallow monitor well (MW) was installed to assess the presence of petroleum hydrocarbon impacts in the groundwater in the vicinity of the soil boring (CS-24) installed near area Gate 18 at Airside B by Greiner, Inc. in March 1992. Approximately 45 inches of free product was reported in that soil boring location. MW-1 was installed on September 19, 1993, by a licensed professional drilling company under the supervision of an ESE geologist and was designed to bracket the top of the surficial aquifer. The location of MW-1 is shown on Figure 1. Because the depth of the water table was approximately 14 feet below land surface (BLS) on September 29, 1993, the MW was installed to a depth of 20 feet BLS with 10 feet of screen. Prior to commencement of drilling activities at the well location, a posthole boring was performed from land surface to 4 feet BLS in order to identify any unmarked buried utilities. The MW was then installed through hollow-stem augers. All auger flights, well casing, and screen sections were steam-cleaned prior to use and/or installation in a decontamination pit lined with plastic sheeting. The MW was constructed of 2-diameter Schedule 40 polyvinyl chloride (PVC) well casing and 2-inch diameter 0.010-inch, mil-slotted well screen. The well pipe and screen section were completed using factory threaded flush joints and no glued sections were installed. The MW boring was backfilled with 20/30 grade silica sand to approximately 2 feet above each screen interval followed by a 1-foot thick bentonite seal and grout to land surface. The MW was completed with a 10-inch diameter steel protective manhole cover and sanitary locking well cap. Immediately following the MW installation, the well was developed.

Groundwater was pumped until the discharge effluent was clear and free of fine grained sediment. The monitor was developed for a duration of approximately 0.5 hour. No free-phase petroleum product was detected in the well at the time of development.

OR BK 11156 PG 0550



Environmental
Science &
Engineering, Inc.

January 6, 1994
ESE No. 3939513999

Mr. Henry Robert Lue
Hillsborough County
Environmental Protection Commission
Waste Management Division
1410 North 21st Street
Tampa, FL 33605

Re: Aircraft Service International (ASI)
4720 North Westshore Boulevard
Tampa, Florida
Facility ID No. 298625784

Handwritten notes:
AIRSIDE B (Greater)
ASI
AIRSIDE B (Greater)

Dear Mr. Lue:

Environmental Science & Engineering, Inc. (ESE) has prepared a revised budget spreadsheet as a change order summarizing the activities associated with the original authorized limited contamination assessment requested and additional contamination assessment activities performed at the above-referenced facility. The results of the investigation were summarized in a limited contamination assessment report (LCAR) submitted in January, 1993.

The attached budget spreadsheet in the amount of \$42,163.21 (presented as a change order to the original task authorization in the amount of \$30,809.59) is for preparation of a LCAR. The spreadsheet associated with the data summary report, summarizes the labor and expenses for completion of the limited contamination assessment field work activities and report preparation, as well as efforts required to review all invoice efforts, and preparation of this budget spreadsheet. A project labor detail report is attached for your review.

The attached budget spreadsheet in the amount of \$42,163.21 summarizes the labor and expenses associated with completing the LCAR activities as well as additional contamination assessment activities requested by HCEPC for the ASI facility. The scope of work for completing the LCAR included the following tasks:

- A site investigation and records review was performed whereby ESE personnel identified, onsite and offsite features and site history pertinent to contamination assessment activities.
- A soil quality assessment was performed which included the installation of 74 shallow soil borings to 4 feet below land surface (BLS) inside the bulk terminal containment the USTs, ASTs, and aboveground and underground petroleum product dispensing lines using a stainless steel bucket auger. In addition, 67 shallow soil borings were installed to approximately 10 feet BLS outside the bulk terminal, using a drill rig, to evaluate the extent of "excessively contaminated soil" per FAC Chapter 17-770.200(2), and to define site-specific lithology. In addition, one soil boring was installed inside the Delta, containment area and a composite soil sample collected for laboratory analysis for purgeable aromatics by EPA Method 8020, total recoverable petroleum hydrocarbons (TRPH) by EPA Method 9073, and eight heavy metals.
- The installation of 3 piezometers to 15 feet BLS was performed to assess the direction of groundwater flow across the site prior to installation of permanent gr...

OR BR 11156 PG 0551



Environmental
Science &
Engineering, Inc.

ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY

STATE CLEAN-UP SITE

LIMITED CONTAMINATION ASSESSMENT REPORT
SUMMARY FOR SUPPLEMENTAL CONTAMINATION ASSESSMENT ACTIVITIES

AIRSIDES -- B, C, D, & E
FDEP Facility ID No. 298625784

APRIL 20, 1994

OR BK 11156 PG 0552

**BASELINE PHASE II
ENVIRONMENTAL INVESTIGATIONS**

Conducted on:

Delta Fuel Tank Farm
4720 N. Westshore Boulevard
Tampa, Florida
Project No. 4987404

Prepared for:

Tampa Petroleum Corporation
P.O. Box 261628
Tampa, Florida 33685-1628

February 1998



EnviroAssessments, Inc.

Environmental Engineering • Industrial Hygiene • Health & Safety Services

OR BK 11156 PG 0553

TAMPA
INTERNATIONAL
AIRPORT



HILLSBOROUGH COUNTY
AVIATION AUTHORITY
TAMPA, FLORIDA

EVALUATION OF JET-A FUEL SYSTEMS

TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

OR BK 11156 PG 0554

HCAA PROJECT NO. 2895

URSGWC PROJECT NO. C100009803.30

Prepared By

URS GREINER WOODWARD CLYDE

FEBRUARY 1999

Tampa International Airport
Use and Lease Agreement for Fuel
Facilities and Pipeline
Exhibit "D"
Item 7 of 7

Fuel System Rates and Charges
Prepared by Aviation Authority
12-Feb-00

CURRENT VALUE AND ANTICIPATED PROJECTS

Assumptions:

1. Existing system has 20 year life based on acceptable testing methods being developed to assure system integrity.
2. Calculations do not consider Availability of PFC funds.
3. Calculations do not include annual O&M or Operator costs.
4. System Values from URS Griener System Evaluation Report Dated February 1999 1999, Table 4 less Airside B and E systems.
5. System improvements or additions to be amortized over 30 years @ 8%.
6. Rental adjustments due to system improvements or additions will be calculated based on actual project costs and will be implemented when the project is placed in service.

| | Square Feet | Monthly | Annual |
|--|--------------------|--------------|-----------------|
| Existing System Value | \$3,878,970 | | |
| SYSTEM RENT (current value amortized 20 years @ 8%) | \$ 117132.84 | \$ 32,445.26 | \$ 389,343.12 |
| LAND RENT @\$0.10 per square foot. | | \$ 976.11 | \$ 11,713.28 |
| | | \$ 33,421.37 | \$ 401,056.40 |
| | | Total | Total |
| | | \$ 60,509.83 | \$ 726,117.92 |
| EXPAND SYSTEM TO EAST CARGO AREA (FY2000) | | | |
| \$3,691,710.00 amortized over 30 years @ 8% | \$ 27,088.46 | \$ 27,088.46 | \$ 325,061.52 |
| Existing system rent from above | \$ 33,421.37 | \$ 33,421.37 | \$ 401,056.40 |
| New system rent with addition of east cargo area | \$ 60,509.83 | \$ 60,509.83 | \$ 726,117.92 |
| REBUILD AIRSIDE "E" SYSTEM (FY 2002) | | | |
| New "E" system @ \$3,436,000.00 amortized 30 years @ 8% | \$ 25,212.00 | \$ 25,212.00 | \$ 302,544.00 |
| New System Rent with addition of east cargo and new airside E system | \$ 85,721.83 | \$ 85,721.83 | \$ 1,028,661.92 |
| | Total | Total | Total |