

GROUND LEASE WITH IMPROVEMENTS

TAMPA INTERNATIONAL AIRPORT

CITY OF TAMPA

Board Date: \_\_\_\_\_, 2025

PREPARED BY:

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

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HILLSBOROUGH COUNTY AVIATION AUTHORITY  
GROUND LEASE WITH IMPROVEMENTS  
TAMPA INTERNATIONAL AIRPORT

THIS GROUND LEASE WITH IMPROVEMENTS ("Lease"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("Authority"), and CITY OF TAMPA, a municipal corporation organized under the laws of the State of Florida and authorized to conduct business in the State of Florida ("City") individually and collectively referred to as (the "Party" or "Parties").

WITNESSETH:

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

WHEREAS, the Legislature of the State of Florida grants to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Airport; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida, as amended; and

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

WHEREAS, in 1975 Authority and City entered into a ground lease, and City constructed a non-commercial hangar facility on the unimproved land; and

WHEREAS, at the expiration of the original lease term in 1996, Authority assumed ownership of the non-commercial hangar facility; and

WHEREAS, Authority and City entered into a lease agreement for the land and the non-commercial hangar facility for the term of April 1, 1996 through March 31, 2001 ("1996 Agreement"); and

WHEREAS, City exercised its option to renew the 1996 Agreement that extended the term to March 31, 2006 with no renewal options; and

WHEREAS, on April 1, 2006, Authority and City entered into a Lease Agreement for Facility and Ground Area for the term of April 1, 2006 through March 31, 2011 ("2006 Agreement"); and

WHEREAS, City previously exercised its option to renew the 2006 Agreement which extended the term to March 31, 2016 with no renewal options; and

WHEREAS, on April 7, 2016, Authority and City entered into a Ground Lease with Improvements for the term of April 1, 2016 through March 31, 2021 ("2016 Agreement"); and

WHEREAS, City previously exercised its option to renew the 2016 Agreement which extended the term to March 31, 2026 with no renewal options; and

WHEREAS, City desires to renovate and remodel the existing hangar facility, and requests more term; and

WHEREAS, Authority and City desire to enter into this Lease for the City's use and occupancy of the Premises (as defined below) as a non-commercial hangar facility upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties enter into this Lease and agree as follows:

## ARTICLE 1

### RECITALS

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

## ARTICLE 2

### PREMISES

#### 2.01 Premises

Authority hereby agrees to lease to City and City hereby agrees to lease from Authority certain real property designated for City's exclusive use, subject to the terms and conditions stated in the Lease, comprised of the following:

Approximately 86,449 square feet of land (1.98 acres, more or less), the general location of which is depicted on Exhibit A-1, General Location of Premises, and more particularly depicted on Exhibit A-2, Premises Detail, both dated January 2025, and a legal description and sketch depicted on Exhibit A-3, Legal Description and Sketch all of which are attached hereto and by this reference made a part hereof ("Premises"). The Premises generally consists of:

- A. (1) Approximately 45,845 square feet of Ground Area
- (2) Approximately 17,621 square feet of Vehicle Paved Area, and
- (3) Approximately 22,983 square feet of Aircraft Paved Area; and
- B. Approximately 10,511 square feet of non-commercial Hangar Facility.

The Premises do not include subsurface rights, specifically excluding any subsurface water, oil, gas, or mineral rights underlying any portion of the Premises.

The Premises are leased to City in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, without representation or warranty by Authority except as otherwise provided elsewhere herein.

2.02 Triple Net Lease

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

ARTICLE 3  
USES AND RESTRICTIONS

3.01 Permitted Uses

- A. Except as expressly permitted herein, City will use the Premises solely and exclusively as a non-commercial hangar for the purpose of:
- (1) providing storage of aircraft owned or leased by City and operated solely in connection with the internal conduct of City's aviation business for the transporting, not for hire (except as expressly permitted herein), of City's personnel, patrons, guests, invitees, materials and products ("City's Aircraft"); In granting this use, it is hereby understood that City will be bound by all of the terms and conditions of this Lease.
  - (2) maintaining, repairing, servicing, testing, overhauling and cleaning of City's Aircraft, engines, assemblies, accessories, component parts and aviation-related mobile and other equipment;
  - (3) loading, unloading and delivering repair parts, supplies and other personal property related to the operation of City's Aircraft;
  - (4) loading, unloading and taxiing of City's Aircraft;
  - (5) purchasing, storing and using fuels, oils, lubricants and other supplies necessary for the operation of City's Aircraft;

(6) parking vehicles owned or operated by personnel, patrons, guests or invitees of City;  
and

(7) providing office space and meeting space related to non-commercial flight operations.

B. It is understood that in conjunction with the use of the Premises during a previous lease term, City constructed an above-ground fuel farm facility on the Premises. The City has the right and privilege, during the term (as defined below) of this Lease, to utilize the existing above-ground fuel farm facility for its own use and to fuel City's Aircraft with its own personnel.

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

D. City will provide written notice to Authority's Real Estate Department of City's Aircraft identification number (tail number) for any of City's Aircraft stored upon the Premises. City will have a continuing responsibility throughout the term and any renewal options of this Lease to notify Authority's Real Estate Department of City's Aircraft identification for any new City's Aircraft stored upon the Premises.

### 3.02 Restrictions

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

### 3.03 Exclusions and Reservations

A. Nothing in this Article will be construed as authorizing City to conduct any business on the Premises separate and apart from the conduct of its permitted uses as described in this Article.

B. Except as expressly permitted herein, City will not use or permit the use of the Premises for commercial aviation, for hire, or which, directly or indirectly, in the sole opinion of Authority, will compete with, impair, or restrict commercial aviation activities in the general aviation commercial areas of the Airport.

- C. No aviation fuel or propellant may be purchased, stored, or handled on the Premises except in accordance with Standard Procedures or Operating Directives issued by Authority or by an aviation fuel vendor authorized under contract by Authority to provide such fueling service upon the Airport.
- D. City will not sell, transfer, or deliver fuel from any fuel farm facility to any aircraft or to any tank or delivery device for the purpose of transferring to an aircraft other than City's Aircraft.
- E. City will not install additional fuel storage facilities without the prior written approval of Authority.
- F. City will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located from time to time at the Airport; and City will not engage in any activity prohibited by Authority's existing or future noise abatement procedures or Authority's Policies, Rules and Regulations, Standard Procedures, and Operating Directives.
- G. The rights and privileges granted to City pursuant to this Article will be subject to any and all Policies, Rules and Regulations, Standard Procedures, and Operating Directives established by Authority, as may be amended from time to time.
- H. City will not do or permit anything to be done, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease. If such act, or failure to act on the part of City, will cause cancellation of any such policy, City will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if City does or permits to be done any act not expressly permitted under this Lease, or fails to do any act required under this Lease, regardless of whether such act constitutes a breach of this Lease that causes an increase in Authority's insurance premiums, City will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, City will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.
- I. City will not park nor store any of its operational or disabled vehicles on any area other than the Premises. In the event City fails to remove any of its operational or disabled vehicles as expeditiously as possible, Authority may, but will not be obligated to, cause the removal of such vehicles. City will pay to Authority, upon receipt of invoice, the costs incurred for such

removal plus fifteen percent (15%). Nonpayment of such invoice will be deemed an Event of Default under this Lease pursuant to the Default and Termination Article.

- J. Except as provided elsewhere in this Lease, nothing in this Lease will be construed as establishing exclusive rights, operational or otherwise, to City.
- K. Any and all rights and privileges not specifically granted to City for its use of and operations at the Airport pursuant to this Lease are hereby reserved for and to Authority.
- L. Authority reserves the right to access the Premises for utilities and access to adjacent sites so long as it does not adversely impact City's use of the Premises.
- M. City will not use, or permit any use, generally associated with (1) illegal gambling activities, (2) the placement of cell towers or antennae, except as approved and permitted, (3) the placement of billboards or other forms of outdoor advertising from which Authority would normally derive revenue, and (4) any residential use, all of which are specifically prohibited by this Lease.

## ARTICLE 4

### TERM

#### 4.01 Effective Date

This Lease will become binding and effective upon approval and execution by Authority and City ("Effective Date"). This Lease may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

#### 4.02 Commencement Date

This Lease commences on April 1, 2026 ("Commencement Date").

#### 4.03 Term

This Lease will begin on the Commencement Date and continue through March 31, 2031 ("Initial Term"), unless terminated earlier as provided herein or extended as provided in the Subsection below entitled, Renewal Option (such Initial Term, plus any such Renewal Term, referred to as ("Term")).

#### 4.04 Commencement of Rent

The Rents (as defined below), fees and other charges due hereunder commence on the Commencement Date and continue throughout the Term of this Lease, unless this Lease is terminated as provided herein.

4.05 Termination

This Lease may be terminated by Authority, with or without cause, upon one hundred eighty (180) days written notice to City. This Lease may be terminated by City, with or without cause, if City is not in default of any terms of this Lease or in the payment of any Rents or other charges to Authority, upon one hundred eighty (180) days written notice to Authority. In the event any such notice of termination is given, the termination of this Lease will be effective one hundred eighty (180) days from the date of the notice or such date set forth in the notice of termination.

4.06 Renewal Option

If City is not in default of any terms of this Lease or in the payment of any Rents, fees or other charges to Authority, this Lease may be renewed at the terms and conditions stated hereunder for two (2), five-year periods (each a "Renewal Term") upon written notice by City at least one hundred twenty (120 days) prior to Lease's expiration and written acceptance by Authority's Chief Executive Officer. Such renewals will be effective by letter without formal amendment to this Lease. If the renewal options are exercised by City and approved by Authority, this Lease will have a termination date of March 31, 2041.

4.07 Holding Over

If City continues to occupy the Premises after the expiration of the Term, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy at sufferance from month to month on the same terms and conditions as contained in this Lease then in effect. Said holding over period and Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 5  
PAYMENTS

For the rights and privileges granted herein, City agrees to pay to Authority in lawful money of the United States of America, in advance and without demand, all applicable rents and charges on or before the first day of each and every month, unless otherwise specified, for the Premises.

5.01 Rents

The total annual rent for the Premises, payable in monthly installments plus applicable taxes (excluded from table below), will commence on April 1, 2026 ("Rents"). The Rents, including 3.30% annual increases as determined by Authority, are calculated as follows:

Annual and Monthly Rents Totals with 3.30% Increase							
Premises	Sq./ft.	\$/sq/ft Base	April 1, 2026 - March 31, 2027	April 1, 2027 - March 31, 2028	April 1, 2028 - March 31, 2029	April 1, 2029 - March 31, 2030	April 1, 2030 - March 31, 2031
Land	45,845	\$0.85	\$38,968.25	\$40,254.20	\$41,582.59	\$42,954.82	\$44,372.33
Vehicle Paved Area	17,621	\$0.95	\$16,739.95	\$17,292.37	\$17,863.02	\$18,452.50	\$19,061.43
Aircraft Paved Area	22,983	\$1.05	\$24,132.15	\$24,928.51	\$25,751.15	\$26,600.94	\$27,478.77
Hangar Facility	10,511	\$11.50	\$120,876.50	\$124,865.42	\$128,985.98	\$133,242.52	\$137,639.52
<b>Annual Total</b>			<b>\$200,716.85</b>	<b>\$207,340.51</b>	<b>\$214,182.74</b>	<b>\$221,250.77</b>	<b>\$228,552.05</b>
<b>Monthly Total</b>			<b>\$16,726.40</b>	<b>\$17,278.38</b>	<b>\$17,848.56</b>	<b>\$18,437.56</b>	<b>\$19,046.00</b>

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

5.02 Adjustment of Rents and Fees

Effective April 1, 2027, and on April 1 of each year thereafter during the Initial Term of this Lease, the annual Rents for the Premises will be increased three and three tenths percent (3.30%) except that, before commencement of any Renewal Term, the fair market rental value of the Premises will be determined by appraisal, the reasonable cost of which will be shared equally by City and Authority. The appraisal will be performed by a competent, independent, certified general appraiser, authorized to do business in the State of Florida, selected by Authority and approved by City. Authority will, upon receipt, transmit the appraisal to City along with the invoice for payment of City's share of the cost. The annual Rents for the Premises for the first year of each Renewal Term will then be adjusted in accordance with the appraisal and will be increased three and three tenths percent (3.30%) each year thereafter.

5.03 Fuel Flowage Fee

City will pay Authority the then current fuel flowage fee on aircraft fuel delivered to City facilities located on the Premises. The fuel flowage fee will be paid monthly, on or before the tenth (10<sup>th</sup>) day of the month succeeding the month in which said charges accrue and will be submitted with copies of delivery tickets to verify and substantiate such deliveries. The fuel flowage fee is an Airport use assessment that is consistent with Authority's policy of charging users of the Airport, including City, a fee to recover costs of maintaining and operating the Airport. The amount of the Airport use assessment may be subject to change by Authority from time to time, and any changes that are made in the Airport use assessment will be set out in writing to City with the effective date thereof.

5.04 Rent and Other Payments a Separate Covenant

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

5.05 Interest on Delinquent Rents, Charges or Fees

Without waiving any other right or action available to Authority in the event of default of City's payment of Rents, charges or fees hereunder, and in the event City is delinquent in paying to Authority any Rents, charges or fees for a period of five calendar days after the payment is due, Authority reserves the right to charge City interest thereon from the date the Rents, fees or other charges became due to the date of payment at the prime rate of interest as published from time to time in Statistical Release H.15 published by the Board of Governors of the Federal Reserve System of the United States of America in effect on the date the Rents, fees or other charges became due, plus four percent (4%) or 12 percent per annum, whichever is greater, but not to exceed in any and all events the maximum rate of interest permitted by applicable law.

5.06 Books and Records

In connection with payments to City under this Lease, it is agreed City will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). City will maintain such books and records for five years after the end of the Term of this Lease. Records include, but are not limited to, books, documents, papers, records, research, and work orders related to this Lease. City will not destroy any records related to this Lease without the express written permission of the Authority.

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

At any time or times during the Term of this Lease or within five (5) years after the end of this Lease, the Authority, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, Transportation Security Administration, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over City's records for the purpose of substantiating the accuracy of payments to Authority or City's compliance with other provisions of this Lease.

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

City agrees to deliver or provide access to all records directly pertinent to this Lease requested by Auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records directly pertinent to this Lease requested during the

engagement within seven (7) calendar days of each request. City will be in material breach of this Lease if City fails to provide requested records in accordance with this Article and City will be responsible for the cost of the audit as determined by the Authority.

Auditors have the right during the engagement to interview City's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Lease as needed to support Auditor workpapers.

If, as a result of any engagement, it is determined that City owes additional Rents, charges or fees to Authority, City will pay such additional Rents, charges or fees and Authority may assess interest in accordance with Section 5.05. Approvals granted outside of the internal audit function for any services included or not included in this Lease do not act as a waiver or limitation of the Auditor's right to perform engagements.

The City will notify the Authority no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Lease and provide Authority a copy of any audit documents or reports so received.

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

5.08 Place of Payments

City will submit all payments required by this Lease as follows:

(ELECTRONICALLY – PREFERRED METHOD)  
VIA ACH WITH REMITTANCE ADVICE TO RECEIVABLES@TAMPAAIRPORT.COM

OR

(MAIL DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
ATTN: FINANCE DEPARTMENT  
TAMPA INTERNATIONAL AIRPORT  
P. O. BOX 22287  
TAMPA, FLORIDA 33622-2287

OR

(HAND DELIVERY)  
HILLSBOROUGH COUNTY AVIATION AUTHORITY  
ATTN: FINANCE DEPARTMENT  
TAMPA INTERNATIONAL AIRPORT  
5411 SKYCENTER DRIVE, SUITE 500  
TAMPA, FLORIDA 33607

ARTICLE 6  
OBLIGATIONS OF CITY

6.01 Business Operations

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

6.02 Conduct of Employees and Invitees

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

6.03 Equipment and Vehicle Parking

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

6.04 Sound Level

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

6.05 Garbage, Debris, or Waste

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

6.06 Nuisance

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

6.07 Excessive Load

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

6.08 Flammable Liquids

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

6.09 Frequency Protection

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

6.10 Taxes

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

6.11 Permits and Licenses

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

6.12 Disabled Aircraft

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

6.13 Vapor or Smoke

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

6.14 Security Badging

Any City employee, or any employee of its contractors or agents, that requires unescorted access to the Security Identification Display Area (SIDA) to perform work under this Lease must be badged with a Badge by Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A new or renewed Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed badge application will be rejected. The costs of the CHRC and the annual STA will be paid by City. These costs are subject to change without notice, and City will be responsible for paying any increase in the costs. Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of City and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges. Authority reserves the right to require renewal of the Badges of City's employees, contractors and/or agents at any time. If a City employee, contractor and/or agent fails to comply with renewal requirements, as directed by the Authority, the existing Badge privileges of that City employee, contractor and/or agent may be suspended.

In order to work on Airport property, an employee must have a valid and active Badge allowing access to that employee's work area. Employees who have their Badge privileges revoked or suspended may not be escorted on Airport property.

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

If any City employee is terminated or leaves City's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

6.15 Keying Scheme

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

ARTICLE 7  
MAINTENANCE AND REPAIR

7.01 Authority's Responsibilities

Authority will not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. Authority retains the right, after giving reasonable advance notice to City, to enter upon the Premises to perform any repair thereon, including utilities that serve, in whole or in part, areas other than the Premises. Authority will endeavor to use commercially reasonable efforts to minimize interference with City's activities.

7.02 City's Responsibilities

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

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

- G. Repair all damage to the Premises caused by City's employees, patrons, or its operations thereon, and repair any damage to the surfaces of the Premises and common use areas caused by use of the surfaces in excess of the approved specifications; and
- H. Submit all paint colors to Authority for written approval prior to application.

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

7.03 Required Scheduled Maintenance to Premises

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

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

7.04 End of Term Maintenance Conditions

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

- A. The fixed improvements will be structurally sound.

- B. The roof will be free of leaks.
- C. The HVAC system will heat and cool properly.
- D. All hangar doors will open and close properly.
- E. The interior and exterior paint will be free of unsightly conditions.
- F. The storm water system will be working properly.
- G. The exterior pavements will be in good condition without potholes and spalling.
- H. All keys to fixed improvements will be provided to Authority upon City vacating the Premises.

7.05 Maintenance Records and Warranty Information

Records of all performed maintenance will be forwarded to Authority at the time of completion of each task. Copies of any warranty information will be forwarded to Authority. Copies will be forwarded as outlined in the Notices and Communications Article of this Lease.

7.06 Quality of Maintenance

Authority will be the sole judge of the quality of maintenance. Authority or its authorized agents may at any reasonable time, without notice, enter upon the Premises to determine if maintenance satisfactory to Authority is being done. If it is determined that maintenance is not satisfactory, Authority will so notify City in writing with an estimate of the cost of performing such maintenance. If City fails to perform satisfactory maintenance within 60 days from the date of such notice, City will post a performance bond with Authority in the amount of the estimated maintenance as determined by Authority. Such performance bond will be released upon Authority's acceptance of completed maintenance and any repairs resulting directly or indirectly from City's failure to properly maintain the Premises.

7.07 Reimbursement of Authority Made Repairs

If City fails to perform City's maintenance responsibilities, Authority will have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to City, afforded City a period of 60 days within which to correct the failure. Notwithstanding anything to the contrary in this Lease, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Premises by City or City's agent. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, City will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within 10 days of receipt of invoicing therefor. Failure of City to pay will be a condition of default.

ARTICLE 8  
IMPROVEMENTS AND ALTERATIONS BY CITY

8.01 Written Approval

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

8.02 Conditions

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

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

8.03 Petroleum Storage Systems

In the event City constructs a petroleum storage system, City will pay for all costs of construction, maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, state, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. City will construct the petroleum storage system in such a manner as

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

8.04 Completion of Improvements

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

ARTICLE 9

TITLE TO IMPROVEMENTS

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

ARTICLE 10

DEFAULT AND TERMINATION

10.01 Events of Default

The following events will be deemed events of default (each an "Event of Default") by the City:

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

10.02 Authority's Remedies

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

- A. Terminate City's rights under this Lease and, in accordance with applicable laws, take possession of the City's Premises. Authority will not be deemed to have thereby accepted a surrender of the Premises, and City will remain liable for all payments due or other sums due under this Lease and for all damages suffered by Authority because of City's breach of any of the covenants of this Lease; or
- B. Treat this Lease as remaining in existence, curing the City's default by performing or paying the obligation that the City has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing the City's default, plus an administrative

charge thereon, will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the prime rate of interest in effect on the date the fees or charges become due as published from time to time in Statistical Release H.15 published by the Board of Governors of the Federal Reserve System of the United States of America plus four percent (4%) or 12% per annum, whichever is greater, but never to exceed in any and all events the maximum rate of interest permitted by applicable law; or

- C. Declare this Lease to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interests of City in the Premises will end.

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

10.03 Continuing Responsibilities of City

Notwithstanding the occurrence of any Event of Default, the City will remain liable to Authority for prompt payment of all Rents due hereunder and for all preceding breaches of any covenant of this Lease. Furthermore, unless Authority elects to terminate this Lease, City will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Lease as set forth in this Lease.

10.04 City's Remedies

Upon thirty (30) days' written notice to Authority, City may terminate this Lease and all of its obligations hereunder, if City is not in default of any term, provision, or covenant of this Lease or in the payment of any Rents or charges to Authority, and only upon or after the occurrence of: the inability of City to use Airport for a period of longer than 90 consecutive days due to war, terrorism,

or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing City from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of City.

#### ARTICLE 11

#### NO ENCUMBRANCES/DISCLAIMER OF LIENS

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

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

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

City will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority will require City, at City's expense, to indemnify Authority, its Board Members, officers, employees, agents, servants and volunteers against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and

independently. It is the Parties' mutual intent that if this clause is found to be in conflict with applicable law, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

## ARTICLE 12

### UTILITIES

#### 12.01 Utility Infrastructure

During the Term of this Lease, City will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunication and data services at the Premises to the extent they are available. It is the City's responsibility to verify the availability and capacity of such utilities.

#### 12.02 Upgraded Utility Infrastructure

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

#### 12.03 Utility Services

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

#### 12.04 Easement Rights Reserved to Authority Regarding Utility Lines and Services

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

## ARTICLE 13

### INGRESS AND EGRESS

#### 13.01 Use of Public Way

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

customers, and (B) access to non-public areas at the Airport by City's employees, suppliers of materials, and furnishers of services.

13.02 Methods of Ingress or Egress

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

ARTICLE 14  
INDEMNIFICATION

To the extent authorized by Florida law and preserving all immunities, privileges and limitations of tort liability set forth in Section 768.28, Florida Statutes, City agrees to defend, indemnify and hold harmless Authority, its officers, Board members, agents and employees, from and against any and all liability, claims, demands expenses, fees, fines, penalties, law suit proceedings, actions, costs and cause of actions, including attorney fees, of any kind or nature whatsoever arising out of or in any way connected with the negligent acts of City in connection with the provisions of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City and the City's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

ARTICLE 15  
INSURANCE

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

City agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Contract.

Notwithstanding any provision in this Lease to the contrary, the insurance requirements specified in this Article may be satisfied by certification of a valid program of self-insurance in accordance with Section 768.28, Florida Statutes.

A. Workers' Compensation/Employer's Liability Insurance

The minimum limits of insurance are:

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

B. Commercial General Liability Insurance

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

General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

C. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Contract are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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D. Waiver of Subrogation

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

E. Conditions of Acceptance

The insurance maintained by the City must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and which can be provided upon request.

ARTICLE 16  
SECURITY FOR PAYMENT

16.01 Unless City has maintained an agreement similar to this Lease with Authority during the 18 months prior to the commencement date of this Lease without the occurrence of any act or omission that would have been an Event of Default enumerated in this Lease, City will secure payment for the Rents, tax assessments, charges, fees and other payments required hereunder. In such event, City will comply with either of the following two options prior to the commencement of this Lease and maintain such security in effect during the Term of this Lease:

- A. City will post with Authority a separate surety bond to be maintained throughout the Term of this Lease in an amount equal to three months' Rents for the Premises as required hereunder. Such bond will be issued by a surety company acceptable to Authority and authorized to do business in the State of Florida, and will be in a form and content satisfactory to Authority; or
- B. City will deliver to Authority a separate irrevocable letter of credit drawn in favor of Authority upon a bank that is satisfactory to Authority and that is authorized to do

business in the State of Florida. Said irrevocable letter of credit will be in an amount equal to three months' Rents for the Premises as required hereunder.

- 16.02 In the event City fails to perform the payment terms and conditions of this Lease, Authority, in addition to any other rights and remedies available to Authority at law or in equity, may at any time apply the security or any part thereof toward the payment of City's obligations under this Lease. In such an event, within five days after notice, City will restore the security to its original amount. Authority will not be required to pay City any interest on the security.
- 16.03 In the event City has satisfactorily performed all payment terms, conditions and covenants contained herein for eighteen (18) consecutive months, any security provided pursuant to this Section may be returned to City upon written request. Upon the expiration of this Lease, Authority will return any security provided pursuant to this Section within thirty (30) days subject to any outstanding Rents, fees or other payments due hereunder.
- 16.04 Notwithstanding the foregoing, Authority will have the right in its sole discretion to impose or reimpose the requirements of Section 16.01 above on City upon occurrence of any act or omission that would have been an Event of Default enumerated in this Lease.

## ARTICLE 17

### PROPERTY DAMAGE

17.01 Partial Damage

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

17.02 Extensive Damage

In the event damages as referenced in Section 17.01 of this Article are so extensive as to render all or a significant portion of the Premises untenable, but capable of being repaired within 180 days, City will give Authority immediate notice thereof, and City will make the repairs with due diligence, at its own cost and expense.

17.03 Complete Destruction

In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Premises untenable, and the Premises cannot be repaired within one hundred eighty (180) days, City will give Authority immediate notice thereof and City will make the repairs, replace, and reconstruct the Premises, with due diligence, at its own cost and expense, and Authority will be under no obligation

to repair, replace, and reconstruct said Premises. In the event Authority elects not to have City repair, replace, and reconstruct said Premises, Authority will not be required to grant alternative premises and this Lease and the obligations of the Parties hereunder will terminate

17.04 Abatement of Rent

In the event of extensive damage or complete destruction as referenced in Sections 17.02 and 17.03 of this Article, the portion of the rent attributable to untenable Premises will abate from the date of casualty until such time as Authority issues notice to City that the untenable portion of the Premises can be reoccupied or eighteen (18) months, whichever is less. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of City, including negligence, City's Rents and fees will not abate and City will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of City's act or omission.

17.05 Limits of Authority's Obligations Defined

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

17.06 Waiver of Subrogation

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

ARTICLE 18

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

with said measures, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, City will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by City within ten days of written notice.

ARTICLE 19  
FAA APPROVAL

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

ARTICLE 20  
ENVIRONMENTAL

20.01 General Conditions

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

- A. City is knowledgeable of and agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to City's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and City agrees to keep informed of any such future changes.
  
- B. In addition to any and all other requirements of City to indemnify and hold Authority harmless contained in this Lease, City agrees to hold harmless and indemnify Authority for any violation by City from the Effective Date of this Lease forward, of any applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by City with any permits issued to City pursuant to such environmental laws, which hold harmless and indemnity will include but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against City, its employees, invitees, suppliers, or service providers or against Authority by reason of City's violation or non-compliance.

- C. City agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.
- D. City agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Lease.
- E. City agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by City or City's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance which City is required to rectify and for which City fails to commence to rectify and proceed with reasonable due diligence to rectify with the cure period established in the Default and Termination Article of this Lease will be deemed a default under this Lease. Any such default that is not cured will be grounds for termination of this Lease.
- F. In entering this Lease, Authority expressly relies on the covenants, representations, and warranties of City as stated herein.

20.02 Environmental Considerations

- A. City, its officers, agents, servants, employees, invitees, independent contractors, successors, or assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, City will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. City's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by City with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Lease by Authority, subject to notice and cure. Such termination will not relieve City of or from liability for such discharge or spill.
- B. If City is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, City will obtain a generator identification number from the U.S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all

federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.

- C. City agrees to provide Authority, within ten (10) days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with City's use of the Premises.
- D. At the end of the Lease, City will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least thirty (30) days prior to the end of the Lease.

20.03 Hazardous Substance and Solid Waste

- A. The term "Hazardous Substance" will mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law ("Environmental Laws" shall mean and include all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing); (ii) is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or

contaminant under any applicable Environmental Law; (iii) is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the land or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to, sewage, sludge, industrial slag, solvents and/or any other similar substances or materials. Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

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

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

20.04 Prior Environmental Impacts

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

The Parties acknowledge and agree that Authority shall have the right to construct and analyze groundwater monitoring wells and perform associated tasks on the Premises as may be required during the Term of this Lease and any renewal options.

20.05 Off-Site Environmental Impacts

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

20.06 Petroleum Storage Systems

- A. At City's expense, City will at all times comply with all federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. City will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by City, and City will display the registration placard as required by law.
- B. City will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a City employee. City will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, City will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

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

20.07 Stormwater

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

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

20.08 Environmental Inspection at End of Lease Term

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

ARTICLE 21

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 22  
NON-DISCRIMINATION

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

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

22.01 Civil Rights – General – 49 USC § 47123

A. Compliance:

City agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If City transfers its obligation to another, the transferee is obligated in the same manner as City.

B. Duration:

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

22.02 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

- (1) **Compliance with Regulations:** City will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
- (2) **Non-Discrimination:** City, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. City will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including but not limited to those listed at Section 22.02(B) below, including employment practices when this Lease covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by City for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by City of City's obligations under this Lease and the Acts and the Regulations relative to Non-Discrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** City will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, City will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of City's non-compliance with the non-discrimination provisions of this Lease, Authority will impose such Lease sanctions as it or the FAA may determine to be appropriate, including, but not limited to, cancelling, terminating, or suspending this Lease, in whole or in part.

- (6) Incorporation of Provisions: City will include the provisions of paragraphs one through six of this Article in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. City will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if City becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, City may request Authority to enter into any litigation to protect the interests of Authority. In addition, City may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

C. Duration:

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

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

ARTICLE 23  
NON-EXCLUSIVE RIGHTS

This Lease will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations. It is expressly understood and agreed that the rights granted under this Lease are non-exclusive, and Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 24  
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 25  
RIGHT OF ENTRY

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

ARTICLE 26  
RIGHT OF FLIGHT

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

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

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

ARTICLE 27  
PROPERTY RIGHTS RESERVED

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

ARTICLE 28  
SIGNS

28.01 Written Approval

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

28.02 Removal

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

ARTICLE 29  
ASSIGNMENT AND SUBLEASING

29.01 Subleases and Assignments

City will not have the right to sell, assign, sublet, license or otherwise transfer any or all of the Premises without the prior written consent of Authority, which will not be unreasonably withheld. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sublease to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of City; or (B) proposes a use different than those uses authorized in this Lease. If transfer, sublease, assignment or delegation is approved, City will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Lease.

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

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

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

Any attempted transfer, sublease, assignment or delegation of this Lease without the prior written approval of Authority shall be void and of no effect, except City and all purported assignees, delegates, and subleases shall be obligated and liable to Authority with respect to each and every provision of this Lease as fully as if such attempted transfer, sublease, assignment, or delegation had been valid.

29.03 Subsequent Assignment/Sublease

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

29.04 City's Liability

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

29.05 Authority: Right to Assign

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

ARTICLE 30  
MORTGAGE RIGHTS OF CITY

City may not mortgage, pledge or hypothecate its leasehold interest herein without the prior written consent of Authority.

ARTICLE 31  
CITY TENANCY

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

ARTICLE 32  
CONDEMNATION

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

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

ARTICLE 33  
SURRENDER OF PREMISES

Subject to the Title to Improvements Article of this Lease, City will surrender up and deliver the Premises to Authority upon the conclusion of the Term and any renewal options in the same condition as existed at the Commencement Date, ordinary wear and tear excepted. Provided City is not in default of this Lease,

City will immediately remove all of its personal property from the Premises and common areas at the conclusion of the Term. Failure on the part of City to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by City. If City is in default of any Rents due under this Lease, Authority will have a lien for such Rents upon any property found upon the Premises or common areas in accordance with Florida Statutes and, in such event, City will not remove any property from the Premises or common areas without the written approval of Authority.

ARTICLE 34  
PERSONAL PROPERTY

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

ARTICLE 35  
APPLICABLE LAW AND VENUE

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

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

ARTICLE 36  
AUTHORITY APPROVALS

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

ARTICLE 37  
INVALIDITY OF CLAUSES

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

ARTICLE 38  
HEADINGS

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

ARTICLE 39  
NOTICES AND COMMUNICATIONS

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

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

TO CITY:  
(MAIL DELIVERY)  
CITY OF TAMPA  
315 EAST KENNEDY BOULEVARD  
TAMPA, FLORIDA 33602  
ATTN: CITY ATTORNEY'S OFFICE

WITH A COPY TO:  
(MAIL OR HAND DELIVERY)  
CITY OF TAMPA  
306 EAST JACKSON STREET, 3 NORTH  
TAMPA, FLORIDA 33602  
ATTN: REAL ESTATE DEPARTMENT

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

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is encouraged. City will notify Authority in writing within 10 days

following any change in City's representative, City's name, or City's address indicated above.

#### ARTICLE 40

#### SUBORDINATION TO TRUST AGREEMENT

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

#### ARTICLE 41

#### FEDERAL RIGHT TO RECLAIM

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

#### ARTICLE 42

#### RADON GAS NOTIFICATION AND OTHER PROPERTY CONDITION NOTIFICATIONS

- 42.01 Radon Gas: In accordance with requirements of the State, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- 42.02 Other Property Conditions: Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical Airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including, but not limited to, property use restrictions, activity and use limitations,

institutional controls, or engineering controls. The Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to the Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports.

As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations, and links to State radon protection maps and other property condition maps are posted on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

#### ARTICLE 43

#### RELATIONSHIP OF THE PARTIES

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

#### ARTICLE 44

#### PERSONAL LIABILITY

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

#### ARTICLE 45

#### MISCELLANEOUS

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

#### ARTICLE 46

#### TIME IS OF THE ESSENCE

Time is of the essence of this Lease.

ARTICLE 47  
ANTI-HUMAN TRAFFICKING LAWS

City is required to complete Exhibit D, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Lease is executed and to complete a new Exhibit D for each renewal option period, if any.

This Lease will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that City submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

ARTICLE 48  
COMPLETE AGREEMENT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Harry Cohen,  
Assistant Secretary / Assistant Treasurer  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Arthur F. Diehl III, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name and Address

By: \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name and Address

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Arthur F. Diehl III in the capacity of Chairman, and by Harry Cohen in the capacity of Assistant Secretary / Assistant Treasurer, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

CITY OF TAMPA

Signed in the presence of:

[Signature]  
Witness Signature

Ann Martinez  
Print Name and Address

[Signature]  
Witness Signature

Michael R. Victoria  
Print Name and Address

Jane Castor

By: Jane Castor  
Title: Mayor

Address: 315 E. Kennedy Boulevard  
Tampa, Florida 336002

ATTEST:

[Signature]  
City Clerk/Deputy City Clerk

LEGAL FORM APPROVED:

[Signature]  
Ron Wigginton  
Assistant City Attorney

CITY OF TAMPA

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

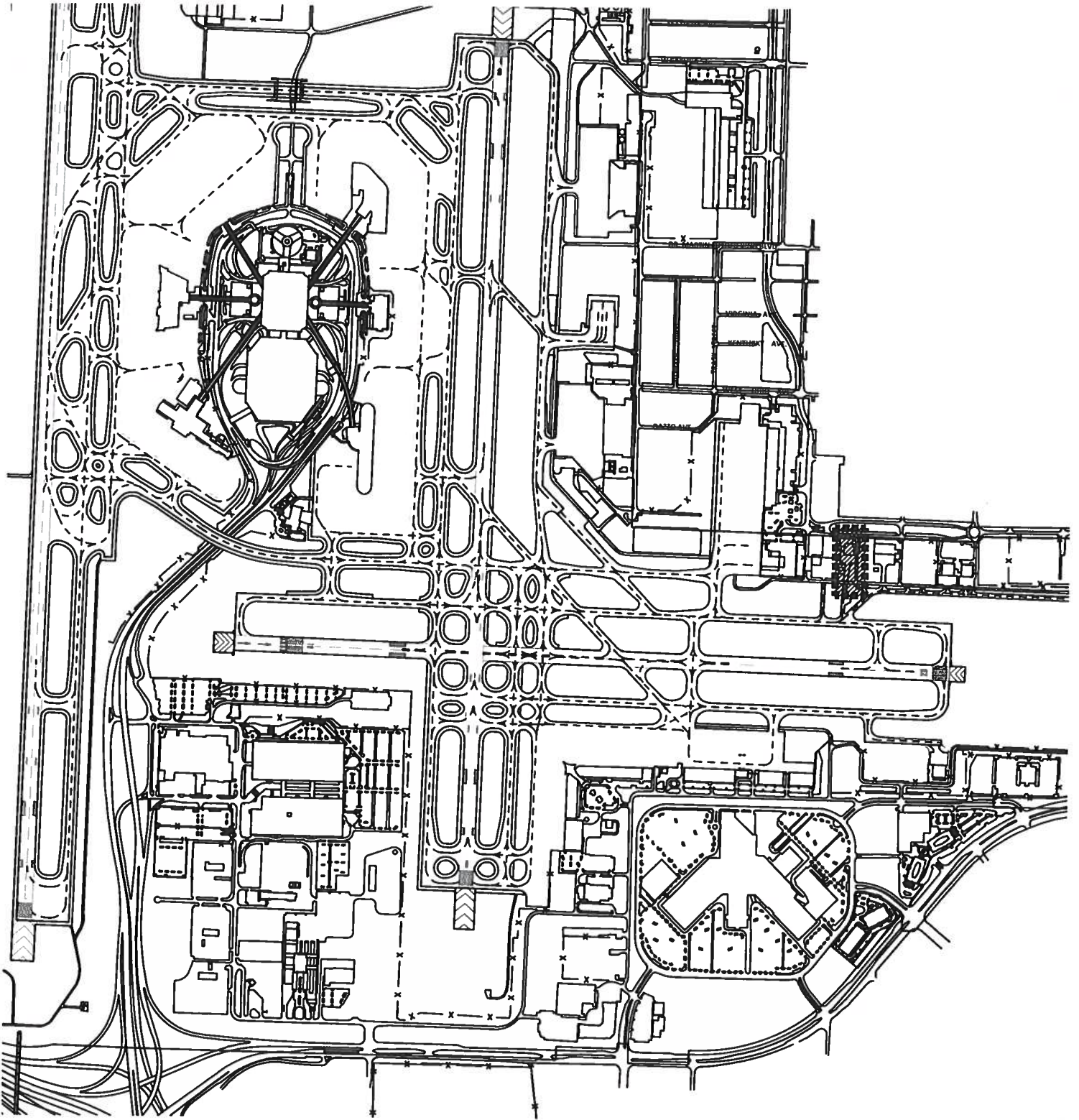
The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 20th day of November, 2025, by Jane Castor as  
MAYOR for City of Tampa  
(type of authority) (name of party on behalf of whom instrument was executed)



[Signature]  
(Signature of Notary Public - State of FLORIDA)

Conchi I. Tilton  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification  
Type of Identification Produced



**LEGEND**



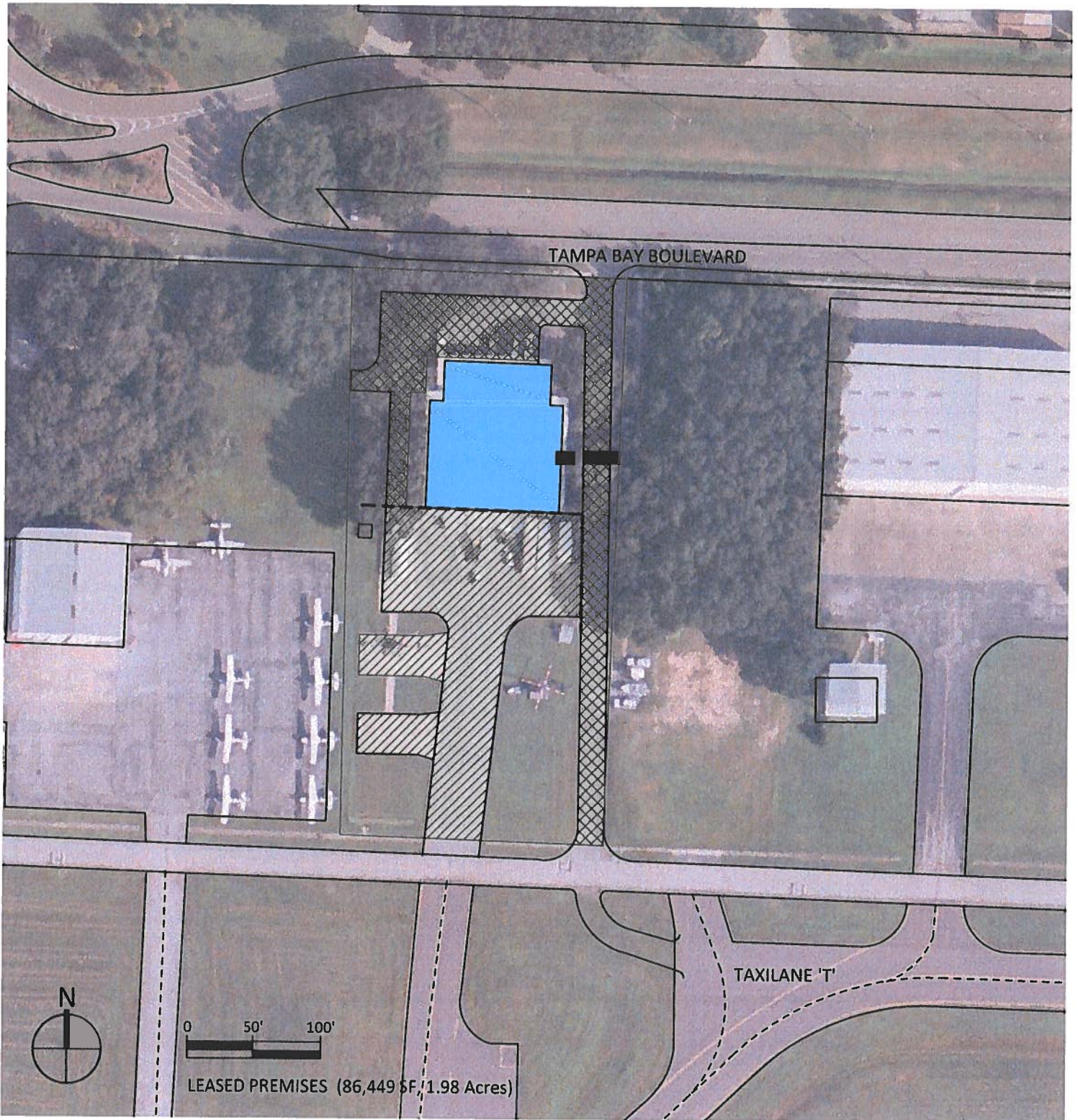
General Location








**EXHIBIT A-1**  
City of Tampa Police Hangar



JANUARY 2025



**LEGEND**

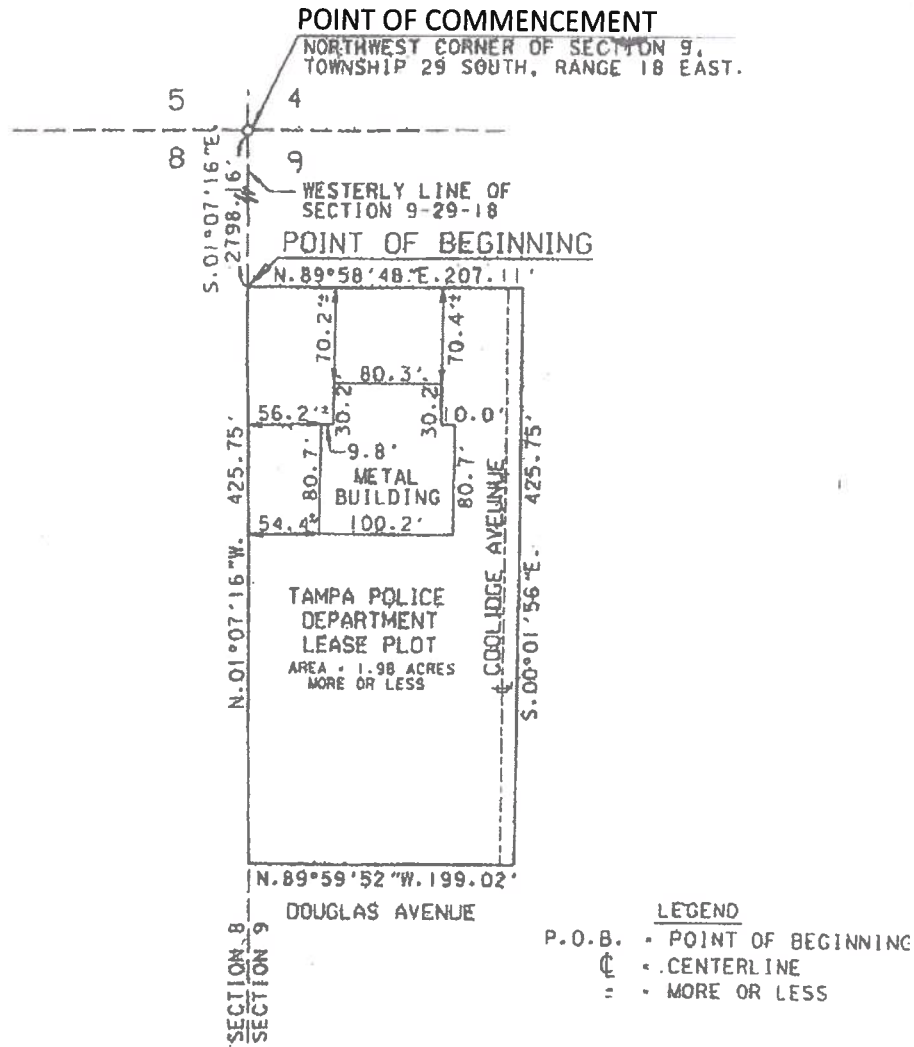
-  VEHICULAR PAVED AREA (17,621 SF)
-  AIRCRAFT PAVED AREA (22,983 SF)
-  HANGAR AREA (10,511 SF)
-  GROUND AREA (45,845 SF)
-  PAVED AREA SEPARATION LINE

**EXHIBIT A-2**  
City of Tampa Police Hangar



JANUARY 2025

**CITY OF TAMPA  
GROUND LEASE WITH IMPROVEMENTS**



**EXHIBIT A-3**  
**Legal Description and Sketch**  
**January 2025**

**EXHIBIT A-4**

**Affidavit of Compliance with Anti-Human Trafficking Laws**

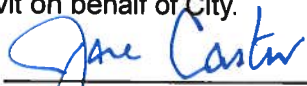
In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of CITY OF TAMPA ("City"), hereby attests under penalty of perjury that the City:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of City.

Date: November 20, 2025

Entity: City of Tampa

Signed:   
Name: Jane Castor  
Title: Mayor