

Hillsborough County Aviation Authority

SKYCENTER ONE CAFÉ OPERATOR
SUBLEASE AND MANAGEMENT AGREEMENT

COMPANY: COASTAL VENTURES SKYCENTER, LLC dba NATURE'S TABLE

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SUBLEASE and MANAGEMENT AGREEMENT

THIS SUBLEASE AND MANAGEMENT AGREEMENT (“Sublease”) is made and entered into effective as of the 5th day of November, 2020 (“Effective Date”), by and between Hillsborough County Aviation Authority, an independent special district (“Sublessor”) and Coastal Ventures Skycenter, LLC dba Nature’s Table, a Florida Limited Liability Company (“Sublessee”).

WITNESSETH:

WHEREAS, JO TPA Office 270, LLC, a Florida limited liability company (“Lessor”) and Sublessor, as Lessee (“Lessee”) entered into that certain Lease dated April 4, 2019 (the “Base Lease”), covering portions of the building located at 5411 Skycenter Drive Tampa, FL 33607, containing approximately 112,312 rentable square feet, as described more fully in the Base Lease (the “Leased Premises”). A true and correct copy of the Base Lease is attached hereto as **Exhibit “A”** and made a part hereof for all purposes; and

WHEREAS, Sublessor is the Lessee under the Base Lease; and

WHEREAS, Sublessee desires to sublease only the Café portion of the Leased Premises (as such Café space is more particularly described in Article 40 of the Base Lease and as more particularly depicted on Exhibit A of the Base Lease) (hereinafter the Café is called the “Subleased Premises”) from Sublessor upon the terms and conditions hereinafter set forth, which Subleased Premises is depicted on Exhibit D attached hereto and incorporated herein by reference; and

WHEREAS, Sublessee is experienced in the management of food and beverage establishments in office buildings; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings given to them in the Base Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Sublessor and Sublessee hereby agree as follows:

1. **Subleased Premises**. Subject to Lessor’s prior written approval of this Sublease in accordance with paragraph 38 hereof, Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Subleased Premises. Sublessee shall have no rights in and to any other portion of the Leased Premises other than the Subleased Premises. Sublessee and Sublessor agree that the Subleased Premises contains 3,647 square feet (3,161 square feet occupied area multiplied by 1.154). The Subleased Premises include the equipment as shown in Exhibit H. Within 60 days of the Effective Date, Sublessor and Sublessee shall review Exhibit H and mutually agree in writing to adjust the list of equipment.
2. **Term; Renewal Option**. Subject to and upon the terms and conditions hereinafter set forth, this Sublease shall be in force for a term (“Sublease Term”) commencing on the Effective

Date (defined above), and expiring on the fifth anniversary of the Commencement Date (defined below). Sublessee shall have one (1) option (the "**Option**") to extend the Sublease Term for five (5) years (the "**Option Term**") as to the entire Subleased Premises (and no less than the entire Subleased Premises). Sublessee must provide written notice of its election to exercise the Option to Sublessor at least nine (9) months prior to the expiration of the Sublease Term and the acceptance of Sublessee's exercise of the Option will be at Sublessor's sole discretion. Any extension of the Sublease Term pursuant to the Option shall be on all the same terms and conditions as this Sublease; provided, however, that (i) Sublessor shall not be required to continue paying a Management Fee as defined below, and (ii) the payment by Sublessee of sublease rent and/or a privilege fee for the Option Term shall be as mutually agreed to by Sublessor and Sublessee in writing, provided in no event shall the sublease rent and/or privilege fee exceed Market Rate. "**Market Rate**" means the applicable fair market value rental rate (determined on a "gross" lease basis) charged to non-renewing/non-extending tenants for space of comparable size, location and conditions in comparable office buildings located within ten (10) miles of the Subleased Premises, further taking into consideration and making adjustment for all relevant factors establishing similarity and dissimilarity between the comparable leases and the sublease of the Subleased Premises under the Option. Sublessee shall have the right to withdraw its exercise of the Option within thirty (30) days after the final determination of the Market Rate in which event the Option shall be null and void and this Sublease shall terminate as of the last day of the Sublease Term. Notwithstanding anything herein to the contrary, if, after the third Sublease Year, Annual Gross Receipts decrease by 10% or more in any Sublease Year, either Party may terminate this Sublease, without cause, by giving one hundred and eighty (180) days written notice to the other Party; provided, however, (i) the termination option set forth herein shall be deemed terminated and of no further force and effect upon the Option being exercised by Sublessee, and (ii) solely as it pertains to Sublessor's right to terminate herein, the decrease in Annual Gross Receipts shall not be directly related to the location or operation of any so called "food truck" or similar food service carts or stands on the interior or exterior of the building between the hours of 7:00 a.m. to 3:00 p.m. Monday through Friday, and/or the lease or license of any space within the building to an operator that sells food items. Sublessee will cooperate fully with Sublessor and Sublessee's successor to ensure an effective and efficient transition of the Subleased Premises and business operations to the successor. Sublessee acknowledges its responsibility to continuously perform the business in a first class manner during the transition to the successor.

3. **Commencement Date; Management Fee.** The "**Commencement Date**" shall be the earlier of the date the Sublessee opens the Subleased Premises for business to the general public, or the date that the office building in which the Subleased Premises are located (the "**Building**") reaches a minimum of forty percent (40%) occupancy. Sublessor shall provide Sublessee written notice of the Commencement Date.

The annual Management Fee is the fee paid to the Sublessee by the Sublessor based on the annual Gross Receipts. The annual Management Fee thresholds are provided in Table 1 – Management Fee Thresholds below.

During the Sublease Term the Sublessor shall pay to Sublessee an annual Management Fee for the successful operation of the Subleased Premises as a food and beverage establishment. The Management Fee will be paid monthly in arrears based on the chart below.

“Sublease Year” is defined as the period commencing on the first of the full month following the Commencement Date and continuing twelve (12) consecutive months thereafter. With respect to subsequent years of this Sublease, each consecutive twelve-month period thereafter will be considered a Sublease Year.

During the first Sublease Year, Sublessor will pay the initial annual Management Fee of \$201,000 in monthly consecutive payments. The annual Management Fee will be adjusted each Sublease Year thereafter based on the previous Sublease Year’s Annual Gross Receipts. Sublessor will reconcile each year’s annual Management Fee within thirty (30) days of the end of each Sublease Year. Sublessor’s monthly installment for the following Sublease Year will be reduced by any overage paid the previous Sublease Year and divided over a twelve (12) month period.

If the annual reconciliation shows the annual Gross Receipts have reached the next threshold, as described below in Table 1 – Management Fee Thresholds, the annual Management Fee for the next Sublease Year will be reduced to the lower threshold amount. NOTE: Once a threshold is reached, the annual Management Fee will never increase, even if Annual Gross Receipts decrease, unless the reduction in Gross Receipts is directly related to the location or operation of any so called “food truck” or similar food service carts or stands on the interior or exterior of the building between the hours of 7:00 a.m. to 3:00 p.m. Monday through Friday, and/or the lease or license of any space within the building to an operator that sells food items.

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

Table 1 – Management Fee Thresholds

Annual Gross Receipts	Annual Management Fee	Monthly Gross Receipts	Monthly Management Fee
< \$112,000	\$ 201,000	<\$9333.33	\$ 16,750
\$112,001-\$140,000	\$ 184,000	\$9333.34 - \$11,666.67	\$ 15,333
\$140,001-\$168,000	\$ 167,000	\$11,666.68 - \$14,000.00	\$ 13,917
\$168,001-\$196,000	\$ 150,000	\$14,000.01 - \$16,333.33	\$ 12,500
\$196,001-\$224,000	\$ 133,000	\$16,333.34 - \$18,666.67	\$ 11,083
\$224,001-\$252,000	\$ 116,000	\$18,666.68 - \$21,000.00	\$ 9,667
\$252,001-\$280,000	\$ 99,000	\$21,000.01 - \$23,333.33	\$ 8,250
\$280,001-\$308,000	\$ 82,000	\$23,333.34 - \$25,666.67	\$ 6,833
\$308,001-\$336,000	\$ 65,000	\$25,666.68 - \$28,000.00	\$ 5,417
\$336,001-\$364,000	\$ 48,000	\$28,000.01 - \$30,333.33	\$ 4,000
>\$364,001	0	>30,333.33	None

In recognition of the initial investment being made by Sublessee, during the first Sublease Year, the monthly Management Fee will be increased by \$3,241.67.

4. **Gross Receipts Reporting.** In consideration of the rights granted herein to operate the Cafe in the Subleased Premises, beginning on the Commencement Date and continuing through the Sublease Term, Including the Option, Sublessee agrees to report Gross Receipts, as defined below, on a monthly basis.

a. **Gross Receipts Statements.** Sublessee shall provide Sublessor with a monthly statement of Gross Receipts, in a form similar to Exhibit I, Monthly Statement of Gross Receipts, attached hereto, within 10 days after the end of each calendar month, signed by an authorized representative of Sublessee, which shall show Gross Receipts and an itemization of any exclusions or deductions from Gross Receipts for that month, as well as year-to-date amounts for the current Sublease Year and copies of all information or other returns filed regarding State sales and use taxes that relate to the Subleased Premises. All reports should be emailed to Receivables@TampaAirport.com. In addition to the regular monthly statements, Sublessee shall provide an annual statement within 60 days after the end of each Sublease Year, in accordance with Section 12(b) below. Adjustments to the Management Fee will be effective retro-actively to the beginning of the Sublease Year. If Sublessor has approved a subtenant to Sublessee, Sublessee shall require such subtenant to furnish similar statements and information.

b. **Gross Receipts Defined.** The term "**Gross Receipts**" as used in this Sublease shall mean and include (as of the date of the transaction) the total price of all food, non-alcoholic and alcoholic beverages, goods, tickets, trade-ins, and merchandise sold, licensed or leased (including gift and merchandise certificates when redeemed) and charges for all services and all other income and receipts from the business performed by Sublessee at the Subleased Premises, whether such amounts shall be for cash, charge accounts or credit cards or otherwise, paid or unpaid, collected or uncollected. Each layaway, installment or credit sale shall be treated as a

sale for the full price in the month during which such sale is made, irrespective of whether or when Sublessee receives payment therefor. The term "Gross Receipts" shall also mean and include, but not be limited to, Gross Receipts from mechanical and other grab and go (except telephone and postage stamp); mail, computer, internet and telephone orders; all deposits not refunded to purchasers; insurance proceeds realized for loss of sales, profits, or business; all finance or interest charges imposed by Sublessee on any type of account or note receivable to the extent that the principal amount thereof consists of monies which were or should have been included in Gross Receipts; but deducting or excluding, as the case may be, the following: (a) discounts, refunds, credits and/or allowances to customers made upon transactions included within Gross Receipts, but not exceeding the selling price of the merchandise returned by the purchaser and accepted by Sublessee; (b) the amount of all sales, use, excise, retailer's occupation or similar taxes imposed in a specific amount or percentage upon or determined by the amount of retail sales made at the Subleased Premises to the extent that such taxes were added to or absorbed within the sale price of the merchandise sold and paid directly to the taxing authority by Sublessee (provided that no income or franchise tax, capital stock tax, tax based upon gross receipts, assets or net worth, or similar tax shall be deducted from Gross Receipts); (c) separately stated interest, service, finance or sales carrying charges paid by customers for extension of credit on sales and where not included in the merchandise sales price; provided, however, that this exclusion shall not include charges paid to credit card or similar companies; (d) returns to shippers and manufacturers; (e) the amount of sales, not in the ordinary course of Sublessee's business, of fixtures, machinery or equipment which Sublessee has the right to remove from the Subleased Premises after use thereof in the conduct of the Sublessee's business in the Subleased Premises; and (f) receivables that are reported as bad debts by Sublessee on its income tax returns for federal and state income tax purposes. No deduction shall be allowed for cost of products or services sold, or other costs, charges or expenses of purchasing, financing, selling, transportation, overhead or taxes except as expressly provided herein. Trade-ins shall not reduce the sale price of the item sold for purposes hereof.

5. **Good Faith and Fair Dealing; Consents.** Sublessor and Sublessee acknowledge their agreement to exercise their rights and remedies hereunder (including, without limitation, the assessment of any fines or fees as a result of any breach or violation of this Sublease) and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith. Except as expressly set forth in this Sublease, in each instance where the consent of a party hereto is made a prerequisite to any act or decision under this Sublease by the other party hereto, such consent shall not be unreasonably withheld, refused, delayed or conditioned.

6. **Insurance Terms and Conditions.** Sublessee must maintain the following limits and coverages uninterrupted or amended through the Sublease Term. In the event the Sublessee becomes in default of the following requirements the Sublessor reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability will provide that the Sublessor, members of the

Sublessor’s governing body, and the Sublessor’s officers, volunteers, and employees are included as additional insureds.

i. Required Coverages

a) Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Sublease 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, Sublessee under this Sublease or the use or occupancy of Subleased Premises by, or on behalf of, Sublessee in connection with this Sublease. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional Insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Agreement Specific

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

b) Workers’ Compensation and Employer’s Liability Insurance

Coverage shall be provided on a form no more restrictive than the most recent edition of the NCCI standard Workers’ Compensation Policy. Where applicable, coverage is to be included for the Federal Employer’s Liability Act and any other applicable Federal or State law requiring compensation for employee injuries. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

c) Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles used in connection with work performed pursuant to this Sublease. Coverage shall be provided on a form no more restrictive than the most recent edition of ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Sublease are:

Each Occurrence – Bodily Injury and Property
Damage combined \$1,000,000

In the event the Sublessee operates vehicles on the airport operations area (AOA) used or intended to be used for aircraft landings, the minimum limits of Business Automobile Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property
Damage combined \$5,000,000

d) Waiver of Subrogation

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

7. **Base Lease.** This Sublease is subject to all the provisions, terms, covenants, and conditions of the Base Lease, including, without limitation, as follows:

a. **Sublessee Duties and Obligations.** Unless expressly stated otherwise in this Sublease, Sublessee assumes and agrees to perform and observe all provisions, obligations, terms, covenants, and conditions of Lessee under the Base Lease as the same relate to the Subleased Premises and to Sublessee's use and occupancy of the same during the Sublease Term. Whenever the consent or notification of Lessor is required under the Base Lease, Sublessee shall request such consent or provide such notification to Sublessor. The granting or withholding of consent by Sublessor shall be determined in accordance with the terms and conditions of the Base Lease, and any consent request shall also require the consent of Lessor (which shall be requested by Sublessee). Sublessee shall not (i) take or permit any action inconsistent with the terms of the Base Lease or, (ii) do or permit to be done anything which Sublessor is prohibited from doing or permitting under the Base Lease, or otherwise do or suffer to permit anything to be done which would result in a default under the Base Lease or cause the Base Lease to be terminated or forfeited, or (iii) take any action or do or permit anything to be done which could result in any additional cost or other liability to Sublessor under or pursuant to the Base Lease other than as provided in this Sublease. In the event of any conflict between the terms of this Sublease and the terms of the Base Lease, the terms of the Base Lease shall control.

b. **Sublessor Retained Rights.** Sublessee shall have no right to exercise any of the rights and options available to Sublessor as Lessee under the Base Lease, as all such rights and

options are retained by Sublessor and may be exercised or waived in Sublessor's sole and absolute discretion.

8. **Condition of Subleased Premises; Maintenance.** Sublessee accepts the Subleased Premises, all furniture, fixtures and equipment and any leasehold improvements thereto in their then existing condition, on an "AS IS" basis. Sublessor has not made and does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future of, as to, concerning or with respect to the condition of the Subleased Premises including, without limitation, warranties of habitability, merchantability, marketability, profitability or fitness for a particular purpose. After the commencement of the Sublease Term, Sublessor shall not be required to make for the benefit of Sublessee any improvements to or repairs of any kind or character in or to the Subleased Premises. Sublessee shall be responsible at its own cost and expense for any finish-out alterations made to the Subleased Premises, provided Sublessee obtains Lessor's and Sublessor's prior written consent to such alterations in accordance with the Base Lease. Sublessee shall at all times during the Sublease Term, at its sole cost and expense, keep the Subleased Premises in good and sanitary order, condition and repair, damage thereto by fire, earthquake, Act of God or other casualty or the elements excepted. Upon the expiration or sooner termination of this Sublease, Sublessee shall surrender the Subleased Premises and all furniture, fixtures and equipment (FF&E) provided by Sublessor in the same condition as when the Subleased Premises and all FF&E provided by Sublessor were received, ordinary wear and tear and damage by fire, earthquake, Act of God or other casualty or the elements excepted.

9. **Permitted Use; Commencement of Operations.** Sublessee agrees to use the Subleased Premises only to establish, manage, operate, and maintain the Subleased Premises (as set forth in Exhibit E, Subleased Premises Conceptual Layout), for the purpose of preparing and selling food and nonalcoholic beverages, catering or event services, and such other items as may be authorized by the Sublessor (the "**Permitted Use**"). Further, the use of the Subleased Premises shall be in accordance with the Rules and Regulations of the Sublessor and/or Lessor, as may be amended from time to time, and in accordance with applicable law. Sublessee agrees to open for business as of the later of (a) the date the Subleased Premises receives a certificate of occupancy (or comparable governmental approval that would allow legal operations of business such as a TCO) or (b) the Building receives a certificate of occupancy (or comparable governmental approval that would allow legal operations of business such as a TCO) or (c) the date that the building reaches a minimum of forty percent (40%) occupancy.

10. **Licenses and Permits.** Sublessee shall obtain, at its sole cost and expense, all licenses, permits and approvals required from any governmental entity or agency required to operate the Subleased Premises for the Permitted Use.

11. **Pricing.** No later than 30 days prior to the opening of the Subleased Premises, Sublessee must submit to Sublessor, for Sublessor's written approval, a listing of the goods and

services to be sold from the Subleased Premises. Such listing (hereinafter referred to as the "**Product Price List**") must include the prices to be charged to the public for the goods and services.

Without prior notice to Sublessor, Sublessee shall not add, delete or sell any goods or services not included on the Product Price List; provided, that any addition or deletion to such Product Price List shall be consistent with other Nature's Table franchises. Sublessee shall not change the price of any goods or services, without first receiving written approval from Sublessor, which approval shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section 11, it shall not be considered unreasonable by Sublessor to withhold approval if the proposed price is more than 10% higher than: (i) similar products sold at Sublessee's other locations or competitive locations; or (ii) the annual percentage increase of the CPI-U Food Expenditure Category as published by the Bureau of Labor Statistics. Written approval shall serve to modify the Product Price List without need for amendment of this Sublease. No later than ten (10) days after any adjustment to prices, Sublessee agrees to modify the Product Price List to incorporate said price adjustments.

Sublessee shall offer a 10% discount on all food and non-alcoholic beverages purchased by Sublessor employees who have been issued (and show at the time the discount is requested) appropriate identification badges. The discount shall be based on Sublessee's normal non-sale or non-promotional prices.

Sublessor may, at its discretion, require Sublessee to add goods or services that are in public demand to the Product Price List provided that such goods and services do not cause Sublessee to be in default under Sublessee's existing franchise agreement with Sublessee's franchisor.

12. **Record Keeping, Reports, Annual Audit, and End of Year Adjustment.**

a. **Generally Accepted Accounting Principles.** Sublessee shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Sublease. Sublessee shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Sublease shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

b. **Annual Audit.** No later than sixty (60) days after the end of each Sublease Year during the Sublease Term, Sublessee shall, at its sole cost and expense, provide an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Sublessor, of Sublessee's monthly Gross Receipts, the amounts paid to Sublessor, and the amounts received from Sublessor for the subject Sublease Year, or part thereof (said annual audit report hereinafter referred to as Annual Report). There may be no limitation on the

scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts. The engagement will include a schedule of Gross Receipts, the amounts paid to Sublessor, and the amounts received from Sublessor for each month of the Sublessee's operations in this Sublease Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Sublessor. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the schedule of Gross Receipts, the amounts paid to Sublessor, and the amounts received from Sublessor have been completely and accurately presented, calculated and reported according to the terms of this Sublease.

- i. Sublessor reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Sublessor may conduct its own audit under the provisions in Article 14, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Sublessor of any dispute will be final. Delivery of an Annual Report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Sublease.
- ii. If Sublessee has paid to Sublessor an amount greater than Sublessee is required to pay for a Sublease Year under the terms hereof, Sublessee shall be entitled to a credit for the amount of the overpayment. If Sublessee has paid less than the amount required to be paid for such Sublease Year, then Sublessee shall pay the difference to Sublessor with the submission of the Audit Report.
- iii. If Sublessor has paid to Sublessee an amount greater than Sublessor is required to pay for a Sublease Year under the terms hereof, Sublessor shall be entitled to a credit for the amount of the overpayment. If Sublessor has paid less than the amount required to be paid for such Sublease Year, then Sublessor shall pay the difference to Sublessee in Sublessor's next monthly installment.

c. Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by Sublessor does not constitute agreement by Sublessor with the amounts reported and paid. Sublessor reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Statement of Gross Receipts, and to require the submission by Sublessee of other statistics and information pertaining to the Gross Receipts hereunder. Sublessee agrees to change the form of the required reports and statements as requested by Sublessor and to provide any additional statistics and information Sublessor may

request.

- i. Sublessor shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Sublessor. If Sublessor instructs Sublessee to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, Sublessor shall not be obligated to furnish Sublessee with the equipment or systems necessary to do so.

13. **Indemnification.**

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

- (1) presence on, use or occupancy of Sublessor property;
- (2) acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
- (3) any breach of the terms of this Sublease;
- (4) performance, non-performance or purported performance of this Sublease;
- (5) violation of any law, regulation, rule, Advisory Circular, or ordinance;
- (6) infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- (7) contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by the Sublessee or Sublessee's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Sublessee, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Sublessor, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Sublessor, its members, officers, agents, employees, and volunteers.

b. In addition to the duty to indemnify and hold harmless, Sublessee will have the separate and independent duty to defend Sublessor, its members, officers, agents,

employees, and volunteers from all suits, claims, proceedings or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

- (1) presence on, use or occupancy of Sublessor property;
- (2) acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- (3) any breach of the terms of this Sublease;
- (4) performance, non-performance or purported performance of this Sublease;
- (5) violation of any law, regulation, rule, Advisory Circular, or ordinance;
- (6) infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- (7) contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant;

by the Sublessee or Sublessee's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Sublessee regardless of whether it is caused in part by Sublessor, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Sublessee by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Sublessor, its members, officers, agents, employees, and volunteers.

c. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Sublessee agrees to the following: To the maximum extent permitted by Florida law, Sublessee will indemnify and hold harmless Sublessor, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Sublessee and persons employed or utilized by Sublessee in the performance of this Sublease.

d. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Sublease, (ii) coverage amount of Commercial General Liability Insurance required under this Sublease or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of

any insurance required to be obtained or maintained under this Sublease.

e. Sublessee's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Sublease until it is determined by final judgment that any suit, claim or other action against Sublessor, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

f. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Sublessee shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Sublessee and persons employed or utilized by the Sublessee in the performance of this Sublease. This indemnification in this paragraph shall survive the termination of this Sublease. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

g. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Sublessor, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

h. Sublessor and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Sublessee of any of its obligations under this Article.

i. If the above Subarticles a - h or any part of Articles a – h are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

14. **Sublessor Right to Perform Audits, Inspections, or Attestation Engagements.** Notwithstanding Sublessee's requirement to submit the Annual Report set forth herein, Sublessor, or its representative, will have the right through the expiration of the third year after the expiration or termination of this Sublease and at all reasonable times, to review all books, records, and contracts of Sublessee and where applicable, all individuals or other business entities who are party to this Sublease, to substantiate the accuracy of reported Gross Receipts and Sublessee's compliance with other provisions of this Sublease. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by

Sublessee personnel (including, but not limited to, cooperation in sending confirmations to Sublessee's suppliers or others, assisting Sublessor in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by Sublessor, or its representative, to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Sublessor in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Sublease.

Engagements will be conducted at the Tampa International Airport ("**Airport**"). However, if agreed to by Sublessor, the engagement can be conducted at another location, in which event Sublessee shall reimburse Sublessor for reasonable transportation, food and lodging costs associated with the engagement, accrued in accordance with Sublessor Policy and Standard Procedure relating to Travel Expenses. Sublessee shall allow Sublessor representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Sublessee shall provide Sublessor representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Sublessee shall not charge Sublessor for reasonable use of Sublessee's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Sublessee shall provide all records and retrievals requested within seven (7) days of the request. The parties recognize that Sublessor will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Sublessor may assess liquidated damages in the amount of \$100 per day for each record requested that is not received. Such damages may be assessed beginning on the eighth (8th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished.

If, as a result of any engagement, it is established that Sublessee owes additional fees or other charges to Sublessor, Sublessee will pay such additional fees or other charges and Sublessor may assess interest in accordance with Article 15 below. If it is established that Sublessee underreported Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Sublessee. Any additional payments due shall be paid no later than 30 days from the date invoiced by Sublessor. If it is established that Sublessee underreported Gross Receipts or underpaid Privilege Fees related to Gross Receipts by five percent (5%) or more for the period under consideration, Sublessor shall be entitled to terminate this Sublease for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid. If as a result of any engagement, it is established that Sublessee has correctly reported or over reported Gross Receipts, Sublessor shall be entitled to a credit against Sublessee's next monthly installment of the Management Fee for the amount of the overpayment and the entire expense of the engagement shall be paid by Sublessor.

15. **Failure to Make Timely Payments.** Without waiving any other right or action available to Sublessor, in the event Sublessee is delinquent in the payment of fees, or other charges hereunder or rightly due and owing by an audit of Sublessee's books and records as provided herein, and in the event Sublessee is delinquent in paying to Sublessor any such fees, or other charges for a period of seven (7) days after payment is due, Sublessor reserves the right to charge Sublessee interest at an annual rate equal to the greater of (a) twelve percent (12%) or (b) the Federal Reserve Bank of New York prime rate in effect on the date the amount becomes due plus four percent (4%), but in no event greater than the maximum interest rate permitted by applicable law (the "**Interest Rate**").

Subject to any dispute resolution right expressly set forth herein, in the event of a dispute as to the amount to be paid, Sublessor shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

The right of Sublessor to require payment of interest and the obligation of Sublessee to pay same shall be in addition to and not in lieu of the right of Sublessor to enforce other provisions herein, including termination of this Sublease, and to pursue other remedies provided by law.

The failure of Sublessor to take action in the event of a delinquent payment or series of payments shall in no way waive the right of Sublessor to take action at a subsequent time. Sublessor expects all fees and other charges to be paid on time and Sublessee agrees to pay on time.

Notwithstanding other provisions of this Sublease, and without limiting the other provisions of this Sublease concerning, among other things, events deemed to constitute default of Sublessee, Sublessor may, in Sublessor's reasonably exercised discretion, terminate this Sublease upon written notice to Sublessee if (i) there are recurring instances in which Sublessee's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Sublessee has failed to maintain adequate records and accounts reflecting its business operations related calculation of Gross Receipts under this Sublease; or (iii) Sublessee fails or refuses to submit the formal supporting paperwork as required herein.

16. **No Warranty.** When Sublessee begins conducting its business in or from the Subleased Premises, Sublessee shall be deemed to have accepted the Subleased Premises without any warranties or representations, express or implied, regarding its condition, suitability, habitability, fitness for purpose or its compliance with any laws, regulations or ordinances, including, without limitation, the Americans with Disabilities Act of 1991, as amended.

17. **No Assignment or Sublease.** Sublessee shall not assign, mortgage, pledge, hypothecate, or otherwise encumber this Sublease, or any interest herein or any right or privilege appurtenant thereto. Sublessee may not sublet all or any portion of the Subleased Premises. Any assignment or sublease made in violation of this paragraph shall be void. Notwithstanding anything to the contrary set forth herein, Sublessee shall have the right, without obtaining

Sublessor's consent, but upon prior written notice to Sublessor, to assign this Sublease or sublet all or any part of the Subleased Premises to any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, Sublessee (an "**Affiliate**"). If a transfer, sublease, assignment or delegation to an Affiliate occurs, Sublessee will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Sublease. In addition the Guaranty attached to this Sublease will remain in full force and effect except if any transfer or assignment involves an assignment of this Sublease to an Affiliate with similar or greater financial strength to that of the Guarantor.

18. **Default and Termination.**

(a) Events of Default

Sublessee will be deemed to be in default of this Sublease upon the occurrence of any of the following which continues beyond the applicable grace period:

- i. The failure or omission by Sublessee to perform its obligations under this Sublease or the breach of any terms, conditions and covenants required herein, and Sublessee's failure to cure such breach within thirty (30) days after delivery of written notice from Sublessor specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, Sublessee shall not be in default of this Sublease if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.
- ii. The conduct of any business or performance of any acts not specifically authorized in this Sublease, failure to perform any of the provisions of this Sublease, or any other agreement between Sublessor and Sublessee, and Sublessee's failure to discontinue that business or those acts within ten (10) business days of receipt by Sublessee of Sublessor written notice to cease said business or acts.
- iii. The divestiture of Sublessee's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- iv. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Sublessee's assets; or the insolvency of Sublessee; or if Sublessee 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 Sublessee of a voluntary petition of bankruptcy or the institution of proceedings against Sublessee for the adjudication of Sublessee as bankrupt pursuant thereto.

- v. Sublessee's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

(b) Sublessor Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following prior notice by Sublessor and Sublessee's failure to timely cure upon receipt thereof, Sublessor, 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:

- i. Terminate Sublessee's rights under this Sublease and, subject to and in accordance with applicable law, Sublessee will remain liable for all payments or other sums due under this Sublease and for all damages suffered by Sublessor because of Sublessee's breach of any of the covenants of this Sublease; or
- ii. Treat this Sublease as remaining in existence, curing Sublessee's default by performing or paying the obligation which Sublessee has breached. In such event all sums paid or expenses incurred by Sublessor directly or indirectly in curing Sublessee's default will become due and payable as well as interest thereon, ten (10) business days after demand by Sublessor to reimburse Sublessor such fees or charges, together with interest at the Interest Rate; or
- iii. Declare this Sublease to be terminated, ended, null and void.

No waiver by Sublessor at any time of any of the terms, conditions, covenants, or agreements of this Sublease, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Sublessee. No notice by Sublessor will be required to restore or revive time is of the essence hereof after waiver by Sublessor or default in one or more instances. No option, right, power, remedy, or privilege of Sublessor will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Sublessor by this Sublease are cumulative and that the exercise of one right, power, option, or remedy by Sublessor will not impair its rights to any other right, power, option, or remedy available under this Sublease or provided by law. No act or thing done by Sublessor or Sublessor agents or employees during the Sublease Term will be deemed an acceptance of the surrender of this Sublease, and no acceptance of surrender will be valid unless in writing.

(c) Continuing Responsibilities of Sublessee

Notwithstanding the occurrence of any event of default, Sublessee will remain liable to Sublessor for all payments payable hereunder and for all preceding breaches of this

Sublease. Furthermore, unless Sublessor elects to cancel this Sublease, Sublessee will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Sublease.

(d) Sublessee's Remedies

Upon thirty (30) days written notice to Sublessor, Sublessee may terminate this Sublease and all of its obligations hereunder, if Sublessee is not in default of any term, provision, or covenant of this Sublease or in the payment of any fees or charges to Sublessor, and only upon or after the occurrence of the following: the inability of Sublessee to use the Airport for a period of longer than ninety (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 Sublessor, preventing Sublessee 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 Sublessee.

In the event it is determined by a court of competent jurisdiction that Sublessor has wrongfully terminated this Sublease, such termination shall automatically be deemed a termination for convenience.

19. **Failure to Comply with Performance Standards.** Sublessee acknowledges Sublessor's objective to provide Patrons (as defined in Exhibit F hereto) with the level and quality of service as described herein. Accordingly, Sublessor has established a series of fines, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Sublease and/or Sublessor Rules and Regulations or Operating Directives. Sublessee and Sublessor agree that the fines set forth herein are reasonable, and Sublessee further agrees to pay to Sublessor such fines in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by Sublessor. The Sublessor will, in its sole discretion, determine the classification of each fine as per day or per occurrence. Sublessee further acknowledges that the fines are not exclusive remedies and Sublessor may pursue other remedies as allowed for in this Sublease and at law, in Sublessor's sole discretion. Sublessor's waiver of any fine provided for in this Article shall not be construed as a waiver of the violation or Sublessee's obligation to remedy the violation.

Multiple Violations. Except for violations of requirements regarding health and safety and delivery and vendor access infraction, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:

1. Prior to the assessment of any fines hereunder, Sublessor will provide prior written notice to Sublessee to correct the violation within ten (10) business days.

2. In the event Sublessee fails to correct the violation within ten (10) business days after delivery of written notice by Sublessor, the fine shall be assessed upon the expiration of

such 10 business day period; provided, however, that if such violation cannot be reasonably corrected within such 10 business day period, Sublessee shall not be deemed in violation if it commences to cure such violation within such 10 business day period and diligently prosecutes such cure to completion.

3. Further, after two (2) uncured violations of the same requirement within any 12-month rolling year, Sublessor reserves the right, in its sole discretion, to deem the repeated uncured violations a breach of this Sublease and to seek any other remedies available to it under this Sublease including, but not limited to, termination.

Performance Standard Fines

Infraction	Fines Schedule
1. Operational Deficiencies 2. Pricing Policy Infraction 3. Late Pricing Survey 4. Late Reporting 5. Other Infractions	\$100 per day until corrected to Sublessor’s satisfaction
1. Security Infractions 2. Health Code Violations 3. Other Infractions	\$500 per occurrence

20. **Quiet Enjoyment.** Sublessee shall peacefully have, hold, and enjoy the Subleased Premises, subject to the terms and conditions of this Sublease and the Base Lease, provided that Sublessee timely and fully performs all of its covenants, duties and obligations under this Sublease.

21. **Surrender of Subleased Premises.** Upon the expiration of the Sublease Term or earlier termination thereof, Sublessee hereby covenants and agrees that it shall comply with all terms and conditions of the Base Lease concerning surrender of the Subleased Premises as such provisions apply to alterations, installations, additions or improvements made by Sublessee, including, without limitation, the removal of any additions, fixtures, cabling for phone lines, fax lines, etc., and installations placed in the Subleased Premises by Sublessee, or owned by Sublessee as of the expiration of the Sublease Term. Sublessee shall repair any damage occasioned by such removals at its own expense, and in default thereof, Sublessor or Lessor may effect such removals and repairs, and Sublessee shall pay the actual out-of-pocket costs thereof to the party effecting such removal or repairs. Under no circumstances shall Sublessee be permitted to hold possession of the Subleased Premises after the expiration of the Sublease Term

or earlier termination thereof. Further, Sublessee shall return FF&E provided by Sublessor in good working order.

22. **Venue.** Venue for any action brought pursuant to this Sublease will be the County or Circuit Court in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

23. **Notices.** Any notice or other communication to any party required or permitted to be given under this Sublease must be in writing and shall be effectively given if hand delivered or if sent by facsimile with confirmed receipt of transmission or United States Mail, postage prepaid, certified or registered, return receipt requested, to the following addresses:

If to Sublessor:

Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, FL 33622-2287

If to Sublessee:

COASTAL VENTURES SKYCENTER, LLC
6409 Grenada Island Ave.
Apollo Beach, FL 33572
Attn: Megan Licursi

Any notice mailed shall be deemed to have been given on the second (2nd) business day following the date of deposit of such item in a depository of the United States Postal Service. Notice effected by hand delivery or facsimile shall be deemed to have been given at the time of actual delivery. Any party shall have the right to change its address to which notices shall thereafter be sent by giving the other parties notice thereof.

24. **Successors and Assigns.** This Sublease shall be binding upon and shall inure to the benefit of Sublessor, Sublessee and their respective successors and assigns.

25. **Sublessor's Access.** Sublessor shall have the right, at all reasonable times during the Sublease Term, after reasonable notice to Sublessee, not to be less than 24 hours unless Sublessee is in default under this Sublease (in which event no notice is required), to enter the Subleased Premises to inspect the condition thereof, to determine if Sublessee is performing its obligations under this Sublease, and to cure any defaults of Sublessee hereunder that Sublessor elects to cure. No such entry by Sublessor will constitute an assumption of any of Sublessee's obligations hereunder.

26. **Payment Security Requirements.** As of the Effective Date, Sublessee has paid to Sublessor \$5,000 to guarantee the faithful performance by Sublessee of its obligations under this

Sublease and the payment of all fees and other charges due hereunder (hereinafter referred to as "Payment Security").

In the event Sublessor is required to draw down or collect against Sublessee's Payment Security for any reason, Sublessee will, within 15 days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to \$5,000.

In addition to the foregoing, upon the occurrence of any act or omission by Sublessee that would constitute a default under this Sublease, or upon Sublessee's election to assume this Sublease under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, by written notice to Sublessee given at any time within 90 days of the date such event becomes known to Sublessor, Sublessor may impose or re-impose the requirements of this Article upon Sublessee. In such event, Sublessee will provide Sublessor with the required Payment Security within 15 days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of this Sublease.

If Sublessee fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Sublease. Sublessor's rights under this Article will be in addition to all other rights and remedies provided to Sublessor under this Sublease.

Subject to the provisions above, the Payment Security will be returned within 90 days following the expiration of the Sublease Term (including the Option), subject to the satisfactory performance by Sublessee of all terms, conditions, and covenants contained herein.

27. **Parking.** During the Sublease Term, Sublessee shall be entitled to use and enjoy any parking rights available to other tenants in the Building under the Base Lease, and Sublessee agrees to observe and perform all of the terms and conditions relating to any parking rights at the Subleased Premises.

28. **Broker.** Sublessor and Sublessee have not engaged or dealt with any broker or finder in connection with this Sublease. Sublessee shall indemnify and hold harmless Sublessor from any claims, costs, damages or liabilities (including attorneys' fees) arising from any breach of the representation and agreement contained in this Article or if the same shall be based on any statement, representation or agreement by Sublessee with respect to the payment of any brokerage commissions or finders fees. The foregoing indemnity shall survive the termination of this Sublease.

29. **Fire or Casualty or Eminent Domain; Interruption of Services.** In the event Sublessor is entitled to a rent abatement or termination under the Base Lease as a result of a fire or other casualty or as a result of a taking under the power of eminent domain, or as a result of

an interruption of Lessor's services in accordance with the Base Lease, then Sublessor shall be entitled to an abatement of the Management Fee or right of termination under this Sublease.

30. **Sublessee's Signage.** Subject to Lessor's and Sublessor's prior written approval Sublessee shall have the right to install, at its sole cost and expense, signage in the lobby of the Building.

31. **Guaranty of Sublease.** The obligations of this Sublease are guaranteed by the Guaranty attached as **Exhibit "B"** to this Sublease.

32. **Sublessee Alterations.** Notwithstanding anything in this Sublease to the contrary, Sublessee shall make no alterations, installations, additions, or improvements (collectively, "**Alterations**") in or to the Subleased Premises without Lessor's and Sublessor's prior written consent. Sublessee hereby covenants that any permitted Alterations shall be made in accordance with the Base Lease, and Sublessee shall comply with all obligations of the Base Lease relating to such Alterations. Sublessee expressly agrees that it will indemnify and forever hold harmless both Lessor and Sublessor against any and all claims, liabilities, damages or causes of action arising out of the performance of any Alterations. In the event Sublessor approves any Alterations, prior to any work commencing, Sublessor shall have the right to approve all plans and specifications for the Alterations, approve the general contractor hired to construct the Alterations, and require that Sublessee obtain payment and performance bonds for all such work which name Sublessor an obligee thereunder.

33. **Subordination.** This Sublease constitutes a sublease of the Subleased Premises, rather than an assignment of the Sublessor's obligations under the Base Lease and an assumption of such obligations by Sublessee. This Sublease and all rights of Sublessee hereunder are and shall be subject and subordinate in all respects to the Base Lease and all of the terms, covenants, agreements, provisions and conditions of the Base Lease, and to all modifications, amendments and extensions of the Base Lease and to all of Sublessor's obligations under the Base Lease. Sublessor agrees with Sublessee that Sublessor shall not enter into any modification or amendment to the Base Lease which will prevent or adversely affect the use by Sublessee of the Subleased Premises in accordance with the terms of this Sublease, increase the obligations of Sublessee or decrease its rights under this Sublease or in any other way materially and adversely affects Sublessee and its use and quiet enjoyment of the Subleased Premises.

34. **Radon Gas.** In accordance with the requirements of Florida Statute Section 404.056, the following notice is hereby given to Sublessee: "Radon gas: 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."

35. **Operating Standards.** Sublessee shall utilize commercially reasonable efforts to operate its business in accordance with the operating standards attached hereto as **Exhibit F** and

incorporated herein by reference. In the event of any conflict between the Operating Standards and the terms of this Sublease, the terms of this Sublease shall control. Sublessor agrees to enforce all Operating Standards consistently and in a non-discriminatory manner.

36. **Construction Liens.** The interest of the Lessor and Sublessor in the Sublease Premises shall not be subject to liens for improvements made or contracted by the Sublessee. The Sublessee shall notify the contractor making any such improvement that the Lessor and Sublessor's liability for the improvement is expressly prohibited by this Sublease. Notwithstanding the provisions of this paragraph, should any such liens be filed, the Sublessee shall promptly take such action as necessary to discharge such lien and, failing to do so, the Lessor and Sublessor may, without waiving their rights and remedies based on such breach by the Sublessee and without releasing the Sublessee from any obligations, cause such liens to be discharged by any means they shall deem proper, including the payment and satisfaction of the claim giving rise to such lien or by action to declare the lien invalid pursuant to Florida Statute Section 713.10. Sublessee shall pay to Sublessor, within three (3) business days after written demand, any sum paid by Sublessor to remove such liens, including Sublessor's attorneys' fees and incidental costs, and failure to do so shall be a monetary default hereunder. Provided, however, none of the rights granted the Sublessor herein may be exercised by Sublessor as long as Sublessee, within said three (3) business days, removes or "bonds" said lien, undertakes to defend such lien in a reasonable and prudent manner, and provides Sublessor with indemnification against any damages and liability which could be imposed upon Sublessor pursuant to such lien or liens.

37. **Hazardous Materials.** Sublessee hereby expressly covenants, warrants, and represents to Sublessor, in connection with Sublessee's operations on the Subleased Premises, the following:

(a) Sublessee is knowledgeable of and agrees to comply with all applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Sublessee's facilities or operations at the Subleased Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Sublessee agrees to keep informed of any such future changes.

(b) Sublessee shall be liable to Sublessor for any actual out of pocket costs incurred by Sublessor as a direct result of any violation by Sublessee, from the Effective Date forward, of such applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Sublessee with any permits issued to Sublessee pursuant to such environmental laws, including 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 Sublessee, its employees, invitees, suppliers, or service providers or against Sublessor by reason of Sublessee's violation or non-compliance.

(c) Sublessee agrees to cooperate with any investigation, audit, or inquiry by Sublessor or any governmental agency regarding possible violation of any environmental law or regulation upon the Subleased Premises.

(d) Sublessee agrees that all remedies of Sublessor 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 Sublease.

(e) Sublessee agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Sublessor within 24 hours of receipt by Sublessee or Sublessee's agent. Any violation or notice of violation or non-compliance with Federal, State, or local environmental law or ordinance which Sublessee is required to rectify and for which Sublessee fails to commence to rectify and proceed with reasonable due diligence to rectify within the cure period established in the Default and Remedies Article of the Base Lease will be deemed a default under this Sublease. Any such default that is not cured will be grounds for termination of this Sublease.

(f) Sublessee, 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 Subleased Premises. In addition, Sublessee 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 Sublessor 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. Sublessee's discharge, spill or introduction of any Hazardous Substance onto the Subleased Premises or into any component of Sublessor's sanitary or storm drainage systems will, if not remedied by Sublessee with all due dispatch, be deemed a default and cause for termination of this Sublease by Sublessor, subject to notice and cure. Such termination will not relieve Sublessee of or from liability for such discharge or spill.

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

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

(i) At Sublessee's expense, Sublessee 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. Sublessee 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 Sublessee, and Sublessee will display the registration placard as required by law.

(j) Sublessee will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Subleased Premises that may be adopted by Sublessor. Sublessee will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Sublessor.

(k) Sublessee is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

(l) If Sublessee is deemed to be a generator of hazardous waste, as defined by Federal, State, or local law, Sublessee 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.

(m) Sublessee agrees to provide Sublessor, within 10 days after Sublessor'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 Sublessee's use of the Subleased Premises.

(n) At the end of this Sublease, Sublessee 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 Sublessor at least 30 days prior to the end of this Sublease.

The term "Hazardous Substance", as used in this Sublease, will mean:

(a) any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or

(b) any substance that is or becomes defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “pollutant”, or “contaminant” under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or

(c) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any State of the United States, or any political subdivision within any State; or

(d) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or

(e) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or

(f) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

The term “Solid Waste”, as used in this Sublease, will mean:

(a) 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

(b) 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

(c) 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

(d) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

38. **Sublease Contingencies.** Sublessor and Sublessee acknowledge that Lessor’s prior written approval of this Sublease (the “**Lessor Approval**”) is required pursuant to Article 40 of the Base Lease, and as such, this Sublease is contingent upon Sublessor receiving the Lessor Approval. A copy of the Lessor Approval will be attached to this Sublease and incorporated herein as **Exhibit “C”**. Additionally, the Sublease is contingent upon (a) Sublessee obtaining approval from all necessary governmental entities including, but not limited to, City of Tampa and Hillsborough County for the Permitted Use and (b) Sublessor obtaining approval of this Sublease by Sublessor’s board of directors or other similar body of governance. The foregoing contingencies must be

satisfied or waived in writing by the applicable party on or prior to May 1, 2021 or either party may terminate this Sublease upon five (5) days' notice to the other party.

39. **Non-Discrimination.** During the performance of this Sublease, Sublessee, for itself, its assignees and successors in interest, agrees as follows:

- (a) Sublessee will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Sublease.
- (b) Civil Rights. Sublessee, with regard to the work performed by it under this Sublease, 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. Sublessee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Sublease covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Sublease, Sublessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - i. 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);
 - ii. 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);
 - iii. 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);
 - iv. 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;
 - v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- vi. 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);
 - vii. 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);
 - viii. 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;
 - ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
 - a. 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, Sublessee must take reasonable steps to ensure that LEP persons have meaningful access to Sublessee’s programs (70 Fed. Reg. at 74087 to 74100); and
 - b. Title IX of the Education Amendments of 1972, as amended, which prohibits Sublessee from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et. Seq.).
- (c) In all solicitations either by competitive bidding or negotiation made by the Sublessee for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be

notified by Sublessee of Sublessee's obligations under this Sublease and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

1. Sublessee will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Sublessor or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Sublessee is in the exclusive possession of another who fails or refuses to furnish this information, Sublessee will so certify to Sublessor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
2. In the event of Sublessee's non-compliance with the non-discrimination provisions of this Sublease, Sublessor will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Sublessee under this Sublease until Sublessee complies, and/or cancellation, termination or suspension of this Sublease, in whole or in part.
3. Sublessee will include the provisions of this Article in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Sublessee will take such action with respect to any subcontract or procurement as Sublessor or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Sublessee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Sublessee may request Sublessor to enter into such litigation to protect the interests of Sublessor and, in addition, Sublessee may request the United States to enter into such litigation to protect the interests of the United States.
4. Sublessee assures that, in the performance of its obligations under this Sublease, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Sublessee, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Sublessee, if required by such requirements, will provide assurances to Sublessor that Sublessee will undertake an affirmative action program and will require the same of its subconsultants.

40. Compliance with Chapter 119, Florida Statutes Public Records Law. IF SUBLESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

SUBLESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SUBLEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

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

- (a) Keep and maintain public records required by Sublessor in order to perform the services contemplated by this Sublease.
- (b) Upon request from Sublessor custodian of public records, provide Sublessor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Sublease Term and following completion of this Sublease.
- (d) Upon completion of this Sublease, keep and maintain public records required by Sublessor to perform the services. Sublessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Sublessor, upon request from Sublessor custodian of public records, in a format that is compatible with the information technology systems of Sublessor.

41. **Americans with Disabilities Act.** Sublessee 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 Sublessor concerning the same subject matter.

42. **Woman and Minority-Owned Business Enterprises Participation.** The Sublessor is committed to the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities in accordance with Sublessor's W/MBE Policy and Program. Sublessee will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Sublease. In addition, Sublessee will use good faith commercially reasonable efforts to become a certified W/MBE within twelve (12) months of the Effective Date of this Sublease.

[SUBLEASE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2020.

ATTEST

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

**COASTAL VENTURES SKYCENTER, LLC DBA
NATURE'S TABLE**

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

COASTAL VENTURES SKYCENTER, LLC DBA NATURE'S TABLE

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by MEGAN LICURSI, in her capacity as Manager of COASTAL VENTURES SKYCENTER, LLC, a Florida limited liability company. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not
on stamp or seal)

**EXHIBIT A
BASE LEASE**

LEASE

by and between

JO TPA Office 270, LLC,
a Florida limited liability company

and

Hillsborough County Aviation Authority,
an independent special district

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Exhibit A	Property
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Exhibit B	Work Letter
Exhibit B-1	Tenant Work Insurance Schedule
Exhibit C	Acknowledgement of Term Commencement Date and Term Expiration Date
Exhibit D	Building Description
Exhibit E	Janitorial Specifications
Exhibit F	Rules and Regulations
Exhibit G	Reserved
Exhibit H	Tenant's Generator
Exhibit I	Form of Estoppel Certificate
Exhibit J	SNDA

LEASE

THIS LEASE (this "Lease") is entered into as of this ____ day of April, 2019 (the "Execution Date"), by and between JO TPA Office 270, LLC, a Florida limited liability company ("Landlord"), and Hillsborough County Aviation Authority, an independent special district ("Tenant"). Landlord and Tenant are together called the "Parties."

RECITALS

A. WHEREAS, pursuant to that certain ground lease dated as of April __, 2019, by and between Hillsborough County Aviation Authority and JO TPA Office 270, LLC, a Florida limited liability company, as the same may be further amended, restated, supplemented or otherwise modified from time to time, (the "Ground Lease Agreement"), Landlord leased certain real property described on Exhibit A, Property, which is attached hereto and incorporated herein by reference (the "Property") and the improvements to be constructed thereon, as more fully described in the Ground Lease Agreement, including the building to be constructed on the Property (the "Building") and the appurtenant approximately 1,291 space parking garage (the "Parking Garage"); and

B. WHEREAS, Landlord wishes to lease to Tenant, and Tenant desires to lease from Landlord, certain premises known as Suites 300, 400 and 500 and located on the third, fourth and fifth floors of the Building, pursuant to the terms and conditions of this Lease, as detailed below, together with one hundred (100) reserved parking spaces in the Parking Garage.

AGREEMENT

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Lease of Premises.

Effective on the Term Commencement Date (as defined below), Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the "Premises", consisting of floors 3, 4 and 5 of the Building and 130 square feet of enclosed space on the roof of the Building, as shown on Exhibit A-1, Premises, which is attached hereto and incorporated herein by reference, including exclusive shafts, cable runs, mechanical spaces and the rooftop areas of the Building, for use by Tenant in accordance with the Permitted Use (as defined in Section 2.7). The Property and all landscaping, private drives and other improvements and appurtenances related thereto, including the Building and the Parking Garage located on the Property, are hereinafter collectively referred to as the "Project." All portions of the Project that are for the non-exclusive use of tenants of the Building, including driveways, sidewalks, parking areas, landscaped areas, outside patios or seating areas, service corridors, stairways, elevators, fitness center, conference center, cafeteria or other food service provider in the Building, public restrooms and public lobbies, are hereinafter referred to as "Common Area". With respect to all conference rooms and outside patios and seating areas considered Common Area, Landlord shall have the right to permit such areas to be reserved on a first come, first served basis. Notwithstanding the above, Tenant shall be entitled to any conference room(s) for all scheduled Board meetings. The Tenant shall provide Landlord with its Board

meeting schedule for each calendar year during the Term as soon as practical after such schedule is published, and Landlord shall reserve Tenant’s choice of conference room for such Board meeting upon receipt of the published schedule. In the event the date for any previously scheduled Board meeting is re-scheduled, the Tenant shall promptly notify Landlord of the change and Landlord shall attempt to reserve the Tenant’s requested conference room for the new date, and, if such conference room has previously been reserved for the re-scheduled date, shall work with Tenant to provide a different conference room for the Board meeting. Landlord shall have the right to move a scheduled meeting to an alternative location in the event of an unanticipated closure of the scheduled room due to emergency repairs.

2. **Basic Lease Provisions.** For convenience of the Parties, certain basic provisions of this Lease are set forth herein. The provisions set forth herein are subject to the remaining terms and conditions of this Lease and are to be interpreted in light of such remaining terms and conditions.

2.1 This Lease shall take effect upon the Execution Date and, except as specifically otherwise provided within this Lease, each of the provisions hereof shall be binding upon and inure to the benefit of Landlord and Tenant from the date of execution and delivery hereof by all Parties hereto.

2.2 In the definitions below, each current Rentable Area (as defined below) is expressed in square feet. Rentable Area and “Tenant’s Pro Rata Share” are both subject to adjustment as provided in this Lease.

<u>Definition or Provision</u>	<u>Means the Following (As of the Execution Date)</u>
Rentable Area of Premises[*]	93,163 square feet
Allocated Rentable Area	19,149 square feet
Total Deemed Rentable Area	112,312 square feet
Rentable Area of Building	271,531 square feet
Tenant’s Pro Rata Share	41.36%

* *Note: In addition to the Rentable Area of the Premises, Landlord and Tenant have agreed that Tenant’s obligations under this Lease for payment of Rent, as defined below, will include payment for the Allocated Rentable Area set forth above, which has been determined in accordance with the descriptions shown on the attached Exhibit A-1. As a result of the foregoing, Tenant will pay Rent based on the “Total Deemed Rentable Area” set forth above. In the event that a change in the design of the Building or the Premises results in a change to the Rentable Area of the Premises, the Allocated Rentable Area or the Total Deemed Rentable Area, such change shall be determined in accordance with the provisions of Section 7.2 of this Lease.*

2.3 Monthly and annual installments of Base Rent for the Premises (“Base Rent”) as of the Rent Commencement Date (as defined below), subject to increase as provided in Article 9:

<u>Dates</u>	<u>Square Feet of Rentable Area[*]</u>	<u>Base Rent per Square Foot of Rentable Area</u>	<u>Monthly Base Rent[*]</u>	<u>Annual Base Rent[*]</u>
□/□/□-□/□/□	112,312	\$30.00 annually	\$280,780	\$3,369,360

* *Note: Subject to adjustment based upon the Rentable Area of the Premises, the Allocated Rentable Area or the Total Deemed Rentable Area as of the Rent Commencement Date.*

2.4 Estimated Term Commencement Date: April 1, 2021.

2.5 Estimated Term Expiration Date: March 31, 2036.

2.6 Security Deposit: None.

2.7 Permitted Use: Office use, airport support facilities and all related ancillary uses, all in conformity with all federal, state, municipal and local laws, codes, ordinances, rules and regulations of governmental authorities, committees, associations, or other regulatory committees, agencies or governing bodies having jurisdiction over the Premises, the Building, the Property, the Project, Landlord or Tenant (“Applicable Laws”). Tenant has advised Landlord that Permitted Uses shall include, without limitation, armed security officers, public meetings, board meetings, public assembly, data processing, airport operations center, network operations center, incident command center and office space for airport police.

2.8 Subordination to Ground Lease Agreement: Notwithstanding any other provision of this Lease, the rights of Tenant under this Lease shall at all times remain subject and subordinate to the terms and conditions of the Ground Lease Agreement, and Tenant shall not commit any act or omission that would violate any term or provision of the Ground Lease Agreement.

2.9 Address for Rent Payment:

JO TPA Office 270, LLC
c/o VanTrust Real Estate, LLC
4900 Main Street, Suite 400
Kansas City, MO 64112

2.10 Address for Notices to Landlord:

JO TPA Office 270, LLC
c/o VanTrust Real Estate, LLC
4900 Main Street, Suite 400
Kansas City, MO 64112

Attn: Asset Management

With a copy to:

JO TPA Office 270, LLC
c/o VanTrust Real Estate, LLC
5555 Gate Parkway, Suite 100
Jacksonville, FL 32256
Attn: Executive Vice President

2.11 Address for Notices to Tenant:

Hillsborough County Aviation Authority
PO. Box 22287
Tampa, FL 33622-2287

2.12 Address for Invoices to Tenant:

Payables@TampaAirport.com

2.13 The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit A	Property
Exhibit A-1	Premises and Deemed Rentable Area
Exhibit B	Work Letter
Exhibit B-1	Tenant Work Insurance Schedule
Exhibit C	Acknowledgement of Term Commencement Date and Term Expiration Date
Exhibit D	Building Description
Exhibit E	Janitorial Specifications
Exhibit F	Rules and Regulations
Exhibit G	Reserved
Exhibit H	Tenant's Generator
Exhibit I	Form of Estoppel Certificate
Exhibit J	SNDA

3. Term. The actual term of this Lease (as the same may be extended pursuant to Section 3.1 hereof, and as the same may be earlier terminated in accordance with this Lease, the "Term") shall commence on the Term Commencement Date (as defined in Article 4) and end on the date (the "Term Expiration Date") that is one hundred eighty (180) months after the actual Term Commencement Date, subject to extension or earlier termination of this Lease as provided herein. The "First Lease Year" shall mean the period beginning on the Term Commencement Date and ending twelve (12) months thereafter; provided, however, that if the first twelve (12) month period does not end on the last day of a calendar month, the First Lease Year shall be extended to the end of such calendar month. The First Lease Year and each succeeding twelve (12) month period thereafter shall be deemed a "Lease Year".

3.1 Options to Extend Term. Tenant shall have four (4) options (each, an “Option”) to extend the Term by ten (10) years each as to the entire Premises (and no less than the entire Premises) upon the following terms and conditions, provided that in no event may any extension of the Term result in the Term extending beyond the end of the Term of the Ground Lease Agreement (as defined in Article 5). To exercise any Option, Tenant must provide written notice of its election to exercise the Option at least six (6) months prior to the expiration of the Term (as extended pursuant to previous Options, if applicable). Any extension of the Term pursuant to an Option shall be on all the same terms and conditions as this Lease, except as follows:

(a) Base Rent at the commencement of each Option term shall equal the lesser of (a) the then-current Base Rent increased by three percent (3%) or (b) the then-current fair market value for office space in the Tampa market of comparable age, quality, level of finish and proximity to amenities and public transit, and containing the systems and improvements present in the Premises as of the date that Tenant gives Landlord written notice of Tenant’s election to exercise such Option (“FMV”) (provided that in no instance shall the FMV be less than the Base Rent payable during the immediately preceding Lease Year), and in each case shall be further increased on each annual anniversary of the Option term commencement date by two and one half percent (2.50%). Tenant may, no more than eight (8) months prior to the date the Term is then scheduled to expire, request Landlord’s estimate of the FMV for the next Option term. Landlord shall, within thirty (30) days after receipt of such request, give Tenant a written proposal of such estimated FMV. If Tenant gives written notice to exercise an Option, such notice shall specify whether Tenant accepts Landlord’s proposed estimate of FMV. If Tenant does not accept the prepared estimate of FMV, then the Parties shall endeavor to agree upon the FMV. In the event that the Parties are unable to agree upon the FMV within sixty (60) days after Tenant notifies Landlord that Tenant is exercising an Option, the FMV shall be determined by appraisals using the following method. If no agreement is reached on FMV sixty (60) days after Tenant’s notice, then Tenant shall obtain an appraisal of the FMV for the Premises from a qualified appraiser (“Tenant’s Appraisal”). Within ten (10) days after receipt of Tenant’s Appraisal and no later than 90 days after the date Tenant exercises its option, Tenant shall deliver a copy of Tenant’s Appraisal to Landlord. Landlord shall have ten (10) days after receipt of Tenant’s Appraisal to give written notice to Tenant that Landlord either: (i) agrees that the fair market value set forth in Tenant’s Appraisal shall be the FMV; or (ii) Landlord elects to engage an appraiser at Landlord’s expense to perform an appraisal of the Premises. If Landlord chooses option (ii), Landlord shall then have thirty (30) days to engage an appraiser at Landlord’s expense to determine the FMV of the Premises (“Landlord’s Appraisal”). Within ten (10) days after receipt of Landlord’s Appraisal, Landlord shall either: (i) notify Tenant in writing that Landlord accepts Tenant’s Appraisal for purposes of establishing the FMV; or (ii) provide Tenant with a copy of Landlord’s Appraisal. Landlord and Tenant will then have ten (10) days to mutually decide whether or not the FMV will be the mid-point between the two appraisals. If Landlord and Tenant cannot agree to split the difference between the two appraisals, then Tenant’s appraiser and Landlord’s appraiser shall mutually select a third appraiser to establish the FMV, and that appraisal shall be the FMV and shall be binding on the Parties. Any appraiser selected by the Parties hereunder must be properly licensed and have at least five (5) years of experience appraising commercial properties in Tampa, Florida.

4. Possession and Commencement Date.

4.1 Landlord shall permit Tenant to enter upon the Premises prior to Substantial Completion (as defined below) of the Base Building Work (as defined in Article 5 below), at no charge to Tenant (except that Tenant will pay from time to time, upon receipt of an invoice accompanied by reasonably supporting documentation, Landlord's reasonable estimate of cost of the utilities used by Tenant's contractors during the construction of the Tenant Improvements), for the purpose of constructing the work and installing improvements (the "Tenant Improvements") described in the Work Letter attached hereto as Exhibit B (the "Work Letter"), the placement of personal property and equipment, and enabling Tenant and its employees to occupy the Premises fully as of the Term Commencement Date. Such entry shall be subject to all the terms and conditions of this Lease other than the payment of Base Rent or Tenant's Pro Rata Share of Operating Expenses (as defined below). Landlord shall notify Tenant at least thirty (30) days in advance of the date on which Landlord will make the Premises available for Tenant's entry. Prior to Tenant or its contractors entering upon the Premises, Tenant must provide a proposed construction schedule for the completion of the Tenant Improvements to Landlord and Landlord's general contractor, and obtain the written consent of Landlord and Landlord's general contractor for the Tenant's proposed activities. Tenant shall provide for coordination of the activities of the Tenant's forces and of each separate contractor performing the Tenant Improvements with the work of the Landlord and the Landlord's general contractor, who shall cooperate with them. The Landlord and the Landlord's general contractor shall participate with other separate contractors and the Tenant in reviewing their construction schedule. The Landlord and the Landlord's general contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedule shall then constitute the schedule to be used by the Tenant and its separate contractors until subsequently revised. In the event the Tenant's or the Tenant's separate contractors' proposed construction schedule will cause delays to the completion of the Base Building Work or increase the costs of the Base Building Work, the Landlord may condition its consent to Tenant's activities on the Tenant's agreement to pay for such additional costs and/or damages and expenses which would be caused by such delay. Any delay in achieving Substantial Completion of the Building actually caused by Tenant or its contractor in connection with the work associated with the Tenant Improvements done prior to Substantial Completion of the Building shall adjust the Term Commencement Date (i.e., if Tenant causes 5 days of delay the Term Commencement Date shall be moved forward five days for such delay). The parties anticipate that Tenant's access to the Premises will be phased, with the earliest access being provided to the lower floors within the Premises and additional access being provided upward on a floor-by-floor basis. Tenant's early entry into the Premises is also subject to, and Tenant must comply with and observe, all applicable laws, all safety rules and procedures, and all other terms and conditions of this Lease. In no event may Tenant conduct business in the Premises during such early access period. Tenant must obtain, at Tenant's cost, builder's "special form" insurance in an amount at least equal to the replacement value of the Tenant Improvements and all equipment, fixtures, furniture and cabling being installed by Tenant, but if the contractor constructing the Tenant Improvements on behalf of Tenant is the same contractor that is constructing the Base Building Work, then Landlord may instead require that Tenant pay to Landlord the incremental cost to increase the coverage provided by Landlord's builder's "special form" insurance in an amount sufficient to cover the replacement value of the Tenant Improvements equipment, fixtures, furniture and cabling being installed by Tenant, in which event

Landlord will charge Tenant for the incremental increased cost of such coverage as Additional Rent.

4.2 The “Term Commencement Date” shall be the later of (a) the date on which Landlord has achieved “Substantial Completion” of the Base Building Work (meaning that Landlord has obtained all necessary governmental approvals (e.g. a certificate of occupancy, certificate of completion or similar approval) for the Base Building Work), or (b) six (6) months after the date on which Landlord first permits Tenant to access the Premises to commence constructing the Tenant Improvements pursuant to Section 4.1; provided that the six (6) month period in this clause (b) will be extended day-for-day for each day that Landlord fails to respond to requests for approval or disapproval of the plans and specifications for the Tenant Improvements within the time periods set forth in Exhibit B. Tenant shall execute and deliver to Landlord written acknowledgment of the actual Term Commencement Date and the Term Expiration Date within ten (10) days after Tenant takes occupancy of the Premises, in the form attached as Exhibit C, Acknowledgement of Term Commencement Date and Term Expiration Date, hereto. Failure to execute and deliver such acknowledgment, however, shall not affect the Term Commencement Date, Term Expiration Date, or Landlord’s or Tenant’s liability hereunder.

4.3 Tenant shall cause the Tenant Improvements to be constructed on the Premises pursuant to the Work Letter.

5. Construction of Building. Landlord will be liable and obligated to pay, at its sole cost and expense, all costs of preparation of the Base Building Plans and all costs associated with completion of the Base Building Work, as more specifically described in Exhibit D attached hereto. Landlord represents and warrants to Tenant that the Building, including all Common Areas, public areas (e.g., atriums, elevator lobbies, hallways, restrooms, sidewalks) and the Parking Garage shall be constructed in compliance with all applicable laws, rules, regulations, building codes, fire codes, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., and any state and local accessibility laws, codes, ordinances and rules (collectively, and together with regulations promulgated pursuant thereto, the “ADA”) (collectively, the “Building Codes”), all as interpreted and enforced as of the date of issuance of a building permit for the applicable component thereof. Such compliance will be conclusively established by the issuance of all governmental permits necessary for the initial occupancy of the Building. Throughout the Term of this Lease, including any Option terms, Landlord shall repair and maintain the Building and Parking Garage in compliance with all such Building Codes, as the same may be amended from time to time, provided that Landlord shall not be obligated to perform repairs or modifications to the Building to satisfy requirements of Building Codes not in effect at the time the Building was constructed unless otherwise required by applicable law. Notwithstanding the forgoing or any other provision of this Lease, Tenant shall be responsible for ensuring that the interior of the Premises and the Tenant Improvements are constructed and configured in accordance with all applicable laws, including without limitation the Building Codes, and Landlord shall have no responsibility for same. Other than associated with the Buydown Improvements (as described in the Ground Lease Agreement), Tenant shall be responsible for costs incurred by Landlord to comply with the Building Codes to the extent solely relating to the Tenant Improvements or other alteration to the Premises permitted to be made by Tenant under this Lease.

6. Operation of Building. Except for damage caused by casualty and condemnation, Landlord covenants and agrees to repair and maintain the Building in condition customary and appropriate for Class A office buildings in Tampa, Florida, taking in to account the age of the Building, its use and type of construction, including, without limitation, repairing, maintaining and performing promptly, all maintenance, repairs and replacements to Common Areas, the Parking Garage and all other facilities of the Property, including without limitation, maintaining all utility and mechanical systems serving the Building, and the Premises, including any other systems or equipment and machinery necessary to provide the services Landlord is required to provide under the terms of this Lease (but not any special or supplemental systems installed by or on behalf of Tenant), in good working order and condition and in a condition customary and appropriate for Class A office buildings in Tampa, Florida. Landlord shall also perform all repairs required by applicable Laws, except as otherwise expressly set forth in this Lease. Landlord shall perform its obligations hereunder in a commercially reasonable manner designed to avoid unreasonable interference with Tenant's use of the Premises, and to the extent required to prevent excessive noise or unreasonable interference with Tenant's use of the Premises, shall use commercially reasonable efforts to perform such repairs and maintenance outside of normal business hours, except in the event of an emergency, in which case such repairs shall be performed as soon as reasonably possible. If, in the performance of such maintenance and repairs: (i) any material and substantial portion of the Premises is rendered untenable and Tenant actually discontinues its use of the applicable portion of the Premises, (ii) the untenable condition persists for five (5) business days or longer, and (iii) the repair is not needed as a result of the act or omission of Tenant, its agents or employees, Base Rent shall be abated, in proportion to the untenable portion of the Premises, until the Premises are made tenantable by Landlord as reasonably agreed to by Tenant.

7. Rentable Area.

7.1 The term "Rentable Area" for the Premises shall be deemed to mean the Total Deemed Rentable Area set forth in Section 2.2 above, notwithstanding that the actual Rentable Area of the Premises is less than such stated area.

7.2 If for any reason the plans for the Building or the Premises are materially changed, the Landlord and the Tenant shall meet and confer in an attempt to agree upon, as applicable, a revised Rentable Area of the Premises, a revised Allocated Rentable Area, and/or a revised Rentable Area of the Building. In the event Landlord and Tenant are unable to agree on any such revisions within thirty (30) days of the change, the applicable area(s) shall be determined by the Landlord's architect, who shall calculate the Rentable Area using the same methodology as used to calculate the Total Deemed Rentable Area of the Premises on the attached Exhibit A-1.

7.3 The term "Tenant's Pro Rata Share" shall be deemed to mean the Tenant's Pro Rata Share set forth in Section 2.2 above, unless the Rentable Area of the Premises is modified pursuant to the express provisions hereof, in which case the Tenant's Pro Rata Share shall be equal to the Deemed Rentable Area of the Premises (as determined in accordance with this Lease, notwithstanding the actual rentable area of the Premises) divided by the total Rentable Area in the Building.

8. Rent.

8.1 Tenant shall pay to Landlord as Base Rent for the Premises and, to the extent Tenant is subject to payment of sales tax on rentals of real property, all applicable Florida sales or use tax levied on Base Rent, commencing on the date that is six (6) full calendar months after the Term Commencement Date (the “Rent Commencement Date”). Base Rent shall be paid in equal monthly installments as set forth in Section 2.3, subject to the rental adjustments provided in this Article 8, in advance on the first day of each and every calendar month during the Term. If the Rent Commencement Date is on a day other than the first day of a calendar month, or if the last day of the Term, whether by expiration or termination, is on a day other than the last day of a calendar month, then the Base Rent for such fractional month shall be prorated on the basis of the number of days in the month of occupancy, and shall continue to be due and payable on the Rent Commencement Date or the first day of the last month of the Term, as applicable.

8.2 In addition to Base Rent, commencing on the Term Commencement Date, Tenant shall pay to Landlord at times thereafter (a) Tenant’s Pro Rata Share of the Operating Expenses, as defined below, and (b) any other amounts that Tenant assumes or agrees to pay under the provisions of this Lease that are owed to Landlord, including any and all other sums that may become due by reason of any default of Tenant or failure on Tenant’s part to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant, after notice and the lapse of any applicable cure periods, together with Florida sales tax on such amount, if applicable (collectively, “Additional Rent”). In the event the Building is less than 95% occupied during any year, the Operating Expenses for such year shall be extrapolated upward to reflect a 95% occupancy level.

8.3 Base Rent and Additional Rent shall together be denominated “Rent.” Rent shall be paid to Landlord, without abatement, deduction or offset, in lawful money of the United States of America to the address set forth in Section 2.8 or to such other person or at such other place as Landlord may from time designate in writing. Landlord may require that Tenant pay Rent by electronic means including, without limitation, Automatic Clearing House (ACH). In the event the Term commences or ends on a day other than the first day of a calendar month, then the Rent for such fraction of a month shall be prorated for such period on the basis of the number of days in the month and shall be paid at the then-current rate for such fractional month.

8.4 Tenant’s obligation to pay Rent shall not be discharged or otherwise affected by (a) any Applicable Laws now or hereafter applicable to the Premises, (b) any other restriction on Tenant’s use, (c) except as expressly provided herein, any casualty or taking, or (d) any other occurrence. Tenant’s obligation to pay Rent with respect to any period or obligations arising, existing or pertaining to the period prior to the date of the expiration or earlier termination of the Term or this Lease shall survive any such expiration or earlier termination; provided, however, that nothing in this sentence shall in any way affect Tenant’s obligations with respect to any other period.

9. Rent Adjustments. Base Rent shall be subject to an annual upward adjustment of two and one half percent (2.50%) of the then-current Base Rent. The first such adjustment shall become effective commencing on the first (1st) anniversary of the Term Commencement Date, and subsequent adjustments shall become effective on every successive annual anniversary for so long as this Lease continues in effect.

10. Operating Expenses.

10.1 As used herein, the term "Operating Expenses" shall include:

(a) All taxes and assessments, whether general or special, applicable to the Property, which shall include real and personal property ad valorem taxes or assessments in lieu thereof imposed by any federal, state, regional, local or municipal governmental authority, agency or subdivision (each, a "Governmental Authority"); any and all reasonable costs and expenses incurred by Landlord in seeking a reduction of any such taxes and assessments; provided, however, the amount of such expenses incurred by Landlord in seeking a reduction of any such taxes and assessments to be included in Operating Expenses in any calendar year, other than the cost of appraisals and any filing fees, shall not exceed the amount of any tax savings or reduction achieved thereby. However, Tenant shall not be obligated for taxes on the net income from the operation of the Property, unless there is imposed in the future a tax on rental income on the Property in lieu of the real property ad valorem taxes, in which event such tax shall be deemed an Operating Expense of the Property to the extent substituted. Anything herein to the contrary notwithstanding, taxes shall not include (A) penalties and/or interest; (B) excise taxes or gross receipt taxes on the Landlord's gross or net rentals or other income; (C) income, franchise, transfer, gift, estate, succession, inheritance, and capital stock taxes; (D) taxes on any land in the Project which Landlord may be holding for future development; (E) real estate taxes resulting from the acquisition of development or other rights with respect to property (other than the Project) owned or acquired by Landlord; (F) increases in real estate taxes with respect to the Property resulting from Landlord's failure to file any required tax returns or to furnish any required documentation or information to any taxing authority or to comply with any requirement of any taxing authority; and (G) increases in real estate taxes with respect to the Property resulting from alterations, additions or improvements to the Property (collectively, "Additions"), except to the extent that such Additions are performed for the benefit of all tenants in the Building or increase the rentable area of the Building in excess of the rentable area which exists as of the Commencement Date of this Lease. Notwithstanding the foregoing, in the event Tenant's occupancy of a portion of the Building results in a reduction/exemption in the amount of taxes assessed against the Property, then such savings shall inure 100% to the benefit of Tenant and shall reduce dollar for dollar the Tenant's Pro Rata Share of the tax component of Operating Expenses; and

(b) Other than items excluded pursuant to Section 10.1(c) below or as required to be paid by Landlord pursuant to Article 6, all other costs of any kind paid or incurred by Landlord in connection with the operation or maintenance of the Building and the Project, and costs of repairs and replacements to improvements within the Project as appropriate to maintain the Project as required hereunder; costs of utilities furnished to the Common Area; sewer fees; cable television; trash collection; cleaning, including windows; heating, ventilation and air-conditioning ("HVAC"); a property management fee not to exceed three percent (3.0%) of the aggregate revenues collected from the operation of the Building, including Tenant; maintenance of landscaping and grounds; maintenance of drives and parking areas; maintenance of the roof; security services and devices; building supplies; maintenance or replacement of equipment utilized for operation and maintenance of the

Project; license, permit and inspection fees; sales, use and excise taxes on goods and services purchased by Landlord in connection with the operation, maintenance or repair of the Building or Project systems and equipment; telephone, postage, stationery supplies and other expenses incurred in connection with the operation, maintenance or repair of the Project; common area maintenance charges or other pass-through expenses paid under the Ground Lease Agreement; accounting, legal and other professional fees and expenses incurred in connection with the Project; costs of furniture, draperies, carpeting, landscaping supplies, snow removal and other customary and ordinary items of personal property provided by Landlord for use in Common Area; capital expenditures incurred (i) in replacing obsolete equipment, (ii) for the primary purpose of reducing Operating Expenses or (iii) required by any Governmental Authority to comply with changes in Applicable Laws that take effect after the Execution Date or to ensure continued compliance with Applicable Laws in effect as of the Execution Date, in each case amortized over the useful life thereof, as reasonably determined by Landlord, in accordance with generally accepted accounting principles; costs of complying with Applicable Laws (except to the extent such costs are incurred to remedy non-compliance as of the Execution Date with Applicable Laws); costs to keep the Project in compliance with, or costs or fees otherwise required under or incurred pursuant to any Property Operations Documents (as such term is defined in Subsection 13.2), including insurance premiums and including premiums for commercial general liability, property casualty, earthquake, terrorism and environmental coverages; portions of insured losses paid by Landlord as part of the deductible portion of a loss pursuant to the terms of insurance policies; service contracts; costs of services of independent contractors retained to do work of a nature referenced above; and proportionate share of the costs of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with the day-to-day operation and maintenance of the Project, its equipment, the adjacent walks, landscaped areas, drives and parking areas, including janitors, floor waxers, window washers, watchmen, gardeners, sweepers, plow truck drivers, handymen, and engineering/maintenance/facilities personnel. Notwithstanding the foregoing, as part of the Tenant Improvements, Tenant is separately metering the Premises and paying for its electric costs for the Premises directly (which the parties acknowledge will not include electricity for HVAC, which is provided via a Building-wide system). With respect to allocating to Tenant costs for electricity relating to the operation of the Project other than the Premises, Landlord agrees to use commercially reasonable efforts, in consultation with appropriate professionals, to develop and implement a fair and reasonable allocation of overall electricity consumption by tenants of other portions of the Building and Project such that the Tenant's Pro Rata Share of the cost of electricity will not include the reasonably estimated cost of Building electric provided to portions of the Building leased to other tenants of the Building.

(c) Notwithstanding the foregoing, Operating Expenses shall not include:

(i) Depreciation and amortization (except as specifically provided above with respect to amortization);

(ii) Expenses incurred by Landlord to prepare, renovate, repaint, redecorate or perform any other work in any space leased to an existing tenant or prospective tenant of the Building;

(iii) Expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation, except to the extent of a commercially reasonable deductible amount or to the extent not covered by the insurance required under this Lease or the Ground Lease Agreement (whether or not such insurance is actually obtained);

(iv) Expenses incurred by Landlord to lease space to new tenants or to retain existing tenants including without limitation legal fees and disbursements leasing commissions, advertising and promotional expenditures, and costs incurred in connection with the selling or change of ownership of the Building, including brokerage commissions, consultants', attorneys' and accountants' fees, closing costs, title insurance premiums, transfer taxes and interest charges;

(v) Expenses including without limitation legal fees and disbursements incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Building or Project;

(vi) Interest, principal, points and fees, amortization or any other costs associated with any debt and rent payable under any lease to which this Lease is subject and all costs and expenses associated with any such debt or lease (other than costs and expenses otherwise expressly included in the definition of Operating Expenses, such as taxes and Ground Lease Agreement CAM charges), irrespective of whether this Lease is subject or subordinate thereto;

(vii) Except as expressly provided above in Section 10(b), the cost of alterations, capital improvements, equipment replacement and other items, which under generally accepted accounting principles, are properly classified as capital expenditures, except for capital costs incurred to achieve savings in Operating Expenses, and, with respect to an item intended to achieve savings in Operating Expenses, such amortization amount cannot exceed the reasonably projected annual savings. With regard to a cost saving expenditure of \$100,000 or more, if requested by Tenant after notice from Landlord, Landlord shall cause the vendor or a third party to provide Tenant with a third party study that demonstrates the projected savings related to such capital expenditure that is intended to reduce Operating Expenses. Failure to provide such study within 12 months of the time the expense is incurred will result in complete waiver of any right to charge the Tenant for such expense;

(viii) Expenses for the replacement of any item covered under warranty to the extent such replacement is actually paid for or provided by the warranty;

(ix) Cost to correct any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Building Operating Expenses;

(x) Cost of repairs necessitated by Landlord's negligence or willful misconduct, or of correcting any structural and/or latent defects in the Building and Parking Garage which are discovered within 36 months following the date of the Building's Substantial Completion;

(xi) Expenses for any item or service not provided to Tenant but provided to any other tenants in the Building, and any costs for services or utilities provided to other tenants in the Building which are materially in excess of those which are to be provided to Tenant under this Lease without additional or separate charge;

(xii) The cost of providing any service customarily provided by a managing agent and the cost of which is customarily included in management fees (e.g. bookkeeping, accounting, information technology, travel for corporate related meetings, training, etc.). This exclusion shall not include software fees and work order management system fees to the extent that they pertain directly and solely to the Building but such software fees and work order management system fees can be equitably allocated to the Building to the extent that they pertain to the Building and to other buildings in the Project;

(xiii) Asset management fees;

(xiv) Compensation and benefits of (i) employees above the grade of property manager (except for a pro rata allocation of the compensation and benefits of the senior property manager), and (ii) employees of Landlord and Landlord's property manager to the extent their time is not reasonably attributable to time spent directly in the operation and maintenance of the Property; and any fee charged by Landlord for supervision of its own employees;

(xv) Landlord's general corporate overhead and administrative expenses except if it is solely for the Building. These expenses include employee training programs, tenant relationship expenses, recruiting/placement fees, costs of any business licenses regardless if such costs are considered a form of real estate taxes, health/sports club dues, employee parking and transportation charges, Landlord's membership and business organization fees, etc.;

(xvi) Any expense for which Landlord is compensated by rent loss insurance or otherwise through the proceeds of insurance or for which the Landlord would have been compensated by insurance proceeds had it carried the coverage required in this Lease or is otherwise compensated by any tenant of the Building. Expenses may include costs up to the limit of commercially reasonable deductibles payable by Landlord;

(xvii) Expenses incurred by Landlord in order to comply with all laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, county and city governments and of all other governmental authorities having or claiming jurisdiction over the Building which are in force and applicable to the Building as of the date of this Lease, including without limitation the Americans with Disabilities Act of 1990 (as amended), the Federal Occupational Safety and Health Act of 1970 (as amended) and any of said laws, rules and regulations relating to environmental, health or safety matters. Including, without limitation, those relating to asbestos or PCB's, except to the extent, if any, that compliance is required as a result of alterations constructed by or at the request of Tenant or as a result of Tenant's particular use of the Building for other than general or executive office use or as a result of any amendment or modification of any such laws, ordinances, requirements, orders, directives, rules or regulations taking effect after the execution of the Ground Lease Agreement;

(xviii) Reserves;

(xix) Fees or costs paid to affiliates of Landlord to the extent that such fees exceed the customary amount charged for the services provided;

(xx) Costs of purchasing sculptures, paintings and other objects of art located on or in the Building and/or the Project;

(xxi) Costs associated with the removal of substances defined as "Hazardous Substances" or "Hazardous Materials" brought onto or stored on the Premises by Landlord or other tenants of the Building, excluding light bulbs, under federal, state or local laws in effect as of the date of this Lease;

(xxii) Any charge for Landlord's income tax, excess profit tax, franchise tax, or like tax on Landlord's business and tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any income tax or informational returns when due;

(xxiii) Costs arising from Landlord's charitable or political contributions;

(xxiv) All costs incurred due to violation by Landlord of the terms and conditions of any lease;

(xxv) Costs incurred in connection with any office operations of Landlord or which are associated with the operation of the business of the legal entity which constitutes Landlord as the same is separate and apart from the cost of the operation of the Building, including legal entity formation and legal entity accounting (including the incremental accounting fees relating to the operation of the Building to the extent incurred separately in reporting operating results to the Building's owners or lenders);

(xxvi) Travel and entertainment costs;

(xxvii) Costs of gifts;

(xxviii) Any interest or penalties incurred as a result of Landlord's failure to timely make tax payments or to file any tax information or returns when due (including any additional interest or penalty resulting from the failure to pay taxes in time to receive the greatest discount for early payment);

(xxix) Rentals for items (except when needed in connection with normal repairs and maintenance of permanent systems) which, if purchased rather than rented, would constitute a capital improvement which is specifically excluded above;

(xxx) Any costs and expenses related to the initial construction of the Building; and

(xxxi) The amount of the deductible and/or any self-insured retention ("SIR") for any claim or occurrence that may be included as an Operating Expense to the extent such deductible or SIR either individually or in the aggregate exceeds \$250,000 or such greater deductible as may be required by the insurance company under the windstorm coverage if such windstorm coverage would not be available or not be available at commercially reasonable rates without such deductible in excess of \$100,000.00.

10.2 For the purpose of calculating Tenant's Pro Rata Share Operating Expenses, after the end of the second full calendar year of the Term of this Lease, the amount included in Operating Expenses for "Controllable Operating Expenses" (as hereinafter defined) shall not exceed the Controllable Operating Expenses for the prior calendar year by more than five percent (5%), determined annually on a compounding and cumulative basis. As used herein, the term, "Controllable Operating Expenses" means all Operating Expenses except (i) real estate taxes, (ii) insurance premiums, and (iii) utility charges.

10.3 Tenant shall pay to Landlord on the first day of each calendar month of the Term, as Additional Rent, Landlord's estimate of Tenant's Pro Rata Share of Operating Expenses with respect to the Building and the Project, as applicable, for such month.

(a) Within ninety (90) days after the conclusion of each calendar year (or such longer period as may be reasonably required by Landlord), Landlord shall furnish to Tenant a statement showing in reasonable detail the actual Operating Expenses, Tenant's Pro Rata Share of Operating Expenses, and the cost of providing utilities to the Premises for the previous calendar year ("Landlord's Statement"). Any additional sum due from Tenant to Landlord shall be due and payable within fifteen (15) days after receipt of an invoice therefor. If the amounts paid by Tenant pursuant to this Section exceed Tenant's Pro Rata Share of Operating Expenses for the previous calendar year, then Landlord shall credit the difference against the Rent next due and owing from Tenant; provided that, if the Lease Term has expired, Landlord shall accompany Landlord's Statement with payment for the amount of such difference.

(b) Any amount due under this Section for any period that is less than a full month shall be prorated for such fractional month on the basis of the number of days in the month.

10.4 At any time within one (1) year after Tenant receives Landlord's Statement, Tenant, or its duly authorized representative, will be permitted to initiate (by delivery to Landlord of written notice) and thereafter perform an audit of Landlord's Statement and calculation of Tenant's Pro Rata Share of Operating Expenses for the calendar year to which Landlord's Statement relates. Free and unrestricted access will be granted to all of Landlord's records pertinent to Landlord's Statement and the calculation of Tenant's Pro Rata Share of Operating Expenses for the applicable calendar year. In the event Landlord maintains its accounting or lease information in electronic format, upon request by Tenant's auditors, Landlord will provide a download or extract of data files in a computer readable format acceptable to Tenant at no additional cost. Tenant has the right during the audit to make photocopies of records as needed. Landlord agrees to deliver or provide access to all such records requested by Tenant's auditors within twenty (20) calendar days of the initial request from Tenant and to deliver or provide access to all other records requested during the audit within ten (10) calendar days of each request. Failure to timely deliver such information shall be a default under this Lease, subject to the notice and cure provisions set forth in this Lease. Tenant's election to audit Landlord's Statement for a particular calendar year is deemed withdrawn unless Tenant completes and delivers the audit report to Landlord within one hundred eighty (180) days after the date Tenant delivers its notice of election to audit to Landlord under this Section 10.4. If such audit reveals that Landlord owes Tenant any amount for an overstatement, then unless Landlord reasonably contests the audit within thirty (30) days, Tenant will receive a credit in the amount of such overstatement, to be applied against Tenant's next ensuing monthly Base Rent payment(s) (or, if this Lease has then been terminated, such amount will be paid to Tenant within thirty (30) days of the statement). If such audit reveals that Landlord has charged the Tenant more than 110% of the actual Proportionate Share of Operating Expenses for the applicable year, then in addition to receiving a credit for the amount of the overstatement, the Tenant shall receive a credit for its reasonable out-of-pocket costs incurred in connection with performing the audit. If the audit report shows that the amount Landlord charged Tenant for Proportionate Share of Operating Expenses was less than the amount this Lease obligates Tenant to pay, Tenant will pay to Landlord, as Additional Rent, the difference between the amount Tenant paid and the amount determined in the audit. Pending resolution of any audit under this Section 10.4, Tenant will continue to pay to Landlord all estimated amounts of Tenant's Proportionate Share of Operating Expenses in accordance with this Lease. Tenant may only use such information for the limited purpose this Section 10.4 describes and for Tenant's own account unless otherwise required by applicable law.

10.5 Tenant shall not be responsible for Operating Expenses with respect to any time period prior to the Rent Commencement Date. Tenant's responsibility for Tenant's Pro Rata Share of Operating Expenses shall continue to the latest of (a) the date of termination of this Lease, (b) the date Tenant has fully vacated the Premises, or (c) if termination of this Lease is due to a default by Tenant, the date of occupancy of a replacement tenant. Notwithstanding the foregoing, Tenant shall pay its cost of utility services for any early access period granted to Tenant to complete the Tenant Improvements.

10.6 Operating Expenses for the calendar year in which Tenant's obligation to share therein commences and for the calendar year in which such obligation ceases shall be prorated on a basis reasonably determined by Landlord. Expenses such as taxes, assessments and insurance premiums that are incurred for an extended time period shall be prorated based upon the time periods to which they apply so that the amounts attributed to the Premises relate in a reasonable manner to the time period wherein Tenant has an obligation to share in Operating Expenses.

10.7 In the event that the Building or Project is less than fully occupied during a calendar year, Tenant acknowledges that Landlord shall extrapolate Operating Expenses that vary depending on the occupancy of the Building or Project, as applicable, to equal Landlord's reasonable estimate of what such Operating Expenses would have been had the Building or Project, as applicable, been ninety-five percent (95%) occupied during such calendar year; provided, however, that Landlord shall not recover more than one hundred percent (100%) of Operating Expenses (subject to reconciliation).

11. Taxes on Tenant's Property.

11.1 Tenant shall be solely responsible for the payment of any and all taxes levied upon (a) personal property and trade fixtures located at the Premises and (b) any gross or net receipts of or sales by Tenant.

11.2 If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property or, if the assessed valuation of the Building, the Property or the Project is increased by inclusion therein of a value attributable to Tenant's personal property or trade fixtures, and if Landlord, after written notice to Tenant, pays the taxes based upon any such increase in the assessed value of the Building, the Property or the Project, then Tenant shall, upon demand, repay to Landlord the taxes so paid by Landlord.

12. Use.

12.1 Tenant shall use the Premises for the Permitted Use, and shall not use the Premises, or permit or suffer the Premises to be used, for any other purpose without Landlord's prior written consent, which consent shall not be unreasonably withheld.

12.2 Tenant shall not use or occupy the Premises in violation of Applicable Laws; zoning ordinances; or the certificate of occupancy issued for the Building or the Project, and shall, upon five (5) days' written notice from Landlord, discontinue any use of the Premises that is declared or claimed by any Governmental Authority having jurisdiction to be a violation of any of the above. Tenant shall comply with any direction of any Governmental Authority having jurisdiction that shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupation thereof.

12.3 Tenant shall not do or permit to be done anything that will invalidate or increase the cost of any fire, environmental, extended coverage or any other insurance policy covering the Building or the Project, and shall comply with all rules, orders, regulations and requirements of the insurers of the Building and the Project, and Tenant shall promptly, upon demand, reimburse

Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article 12.

12.4 Tenant shall keep all doors opening onto public corridors closed, except when in use for ingress and egress.

12.5 Tenant shall install its own security systems including CCTV ("Tenant's Security Systems"). Landlord's security systems in the Building and Parking Garage shall be compatible with Tenant's Security Systems and Tenant's airport operation center and airport police shall be allowed to connect with/monitor Landlord's security system and CCTV. Tenant's Security Systems will be maintained, repaired and replaced as needed by Tenant at Tenant's sole cost and expense. Tenant will also be responsible for all utility charges related to Tenant's Security Systems to the extent that any equipment related thereto is installed in any location outside of the Premises, either as separately metered (at Tenant's expense) or as reasonably estimated by Landlord. Landlord has no liability for Tenant's Security Systems or for any other equipment (including any other supplemental equipment) installed by Tenant that is not a part of the Building's standard systems or equipment. Tenant's Security Systems may not unreasonably interfere with or impede the normal operation of the Building.

12.6 No sign, advertisement or notice ("Signage") shall be exhibited, painted or affixed by Tenant on any part of the Premises or the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Signage shall be agreed to by the Parties. For any Signage, Tenant shall, at Tenant's own cost and expense, (a) acquire all permits for such Signage in compliance with Applicable Laws and (b) design, fabricate, install and maintain such Signage in a first-class condition. Tenant shall be responsible for reimbursing Landlord for costs incurred by Landlord in removing any of Tenant's Signage upon the expiration or earlier termination of this Lease. Interior signs on entry doors to the Premises and the directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at Landlord's sole cost and expense, and shall be of a size, color and type acceptable to Landlord. The directory tablet shall be provided exclusively for the display of the name and location of tenants only. Tenant shall not place anything on the exterior of the corridor walls or corridor doors without Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. So long as the Hillsborough County Aviation Authority is the Tenant, Landlord agrees that all top of Building signage/Building name rights and top of any monument signs shall be subject to Tenant's written consent, not to be unreasonably withheld.

12.7 Tenant may only place equipment within the Premises with floor loading consistent with the Building's structural design unless Tenant obtains Landlord's prior written approval. Tenant may place such equipment only in a location designed to carry the weight of such equipment. Landlord has been advised of Tenant's specific needs for its network, airport operations and incident command centers and Landlord shall ensure the Building is designed to accommodate Tenant's use and occupancy of such areas within the Premises.

12.8 Tenant shall cause any equipment or machinery to be installed in the Premises so as to reasonably minimize sounds or vibrations therefrom from extending into the Common Area or other offices in the Project.

12.9 Tenant shall not (a) do or permit anything to be done in or about the Premises that shall in any way obstruct or interfere with the rights of other tenants or occupants of the Project, (b) use or allow the Premises to be used for immoral, unlawful or objectionable purposes, (c) cause, maintain or permit any nuisance or waste in, on or about the Project or (d) take any other action that would in Landlord's reasonable determination in any manner adversely affect other tenants' quiet use and enjoyment of their space or adversely impact their ability to conduct business in a professional and suitable work environment. LANDLORD AGREES THAT FOREGOING PROVISIONS SHALL BE INCLUDED IN ALL LEASES FOR ANY PORTION OF THE BUILDING.

12.10 Notwithstanding the provisions of Section 12.9, Landlord acknowledges that Tenant is a public entity, will conduct Board meetings at the Premises, and it is possible that public demonstrations may occur at the Project and such occurrences shall not be a violation of this Lease. Tenant shall be solely responsible for the costs of any additional security and crowd control measures required as a result of any such public demonstration.

13. Rules and Regulations, Parking Facilities and Common Area.

13.1 Tenant shall have the non-exclusive right, in common with others, to use the Common Area in conjunction with Tenant's use of the Premises for the Permitted Use, and such use of the Common Area and Tenant's use of the Premises shall be subject to the rules and regulations adopted by Landlord and attached hereto as Exhibit F, together with such other reasonable and nondiscriminatory rules and regulations as are hereafter promulgated by Landlord (the "Rules and Regulations"). Tenant shall ensure that its contractors, subcontractors, employees, subtenants and invitees faithfully observe and comply with the Rules and Regulations.

13.2 This Lease is subject to certain recorded easements, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time (the "Property Operations Documents"), including landscaping, private drives, streets, parks, open space, walkways, sidewalks.

13.3 Subject to the terms of this Lease including the Rules and Regulations and the rights of other tenants of the Building, Tenant shall have the non-exclusive right to access the freight loading dock at no additional cost to Tenant.

14. Project Control by Landlord.

14.1 Landlord reserves full control over the Building and the Project to the extent not inconsistent with Tenant's enjoyment of the Premises as provided by this Lease. Tenant acknowledges that Landlord specifically reserves the right to allow the exclusive use of corridors and restroom facilities located on specific floors to one or more tenants occupying such floors; provided, however, that Tenant shall not be deprived of the use of the corridors reasonably required to serve the Premises or of restroom facilities serving the floor upon which the Premises are located.

14.2 Possession of areas of the Premises necessary for utilities, services, safety and operation of the Building is reserved to Landlord.

14.3 Tenant shall, at Landlord's request, promptly execute such further documents as may be reasonably appropriate to assist Landlord in the performance of its obligations hereunder; provided that Tenant need not execute any document that creates additional liability for Tenant or that deprives Tenant of the quiet enjoyment and use of the Premises as provided for in this Lease.

14.4 Subject to the last sentence of this Section, Landlord may, at any and all reasonable times upon twenty-four (24) hours' prior notice (by email to the office manager or other Tenant-designated individual at the Premises; but provided that no time restrictions shall apply or advance notice be required if an emergency necessitates immediate entry), enter the Premises to (a) inspect the same and to determine whether Tenant is in compliance with its obligations hereunder, (b) supply any service Landlord is required to provide hereunder, (c) alter, improve or repair any portion of the Building other than the Premises for which access to the Premises is reasonably necessary, (d) post notices of nonresponsibility, (e) access the telephone equipment, electrical substation and fire risers and (f) show the Premises to prospective tenants during the final six (6) months of the Term and current and prospective purchasers and lenders at any time. In connection with any such alteration, improvement or repair as described in Subsection 14.4(c), all such activities shall be conducted in such a manner so as to cause as little interference to Tenant and its operations as is reasonably possible. Notwithstanding the foregoing, Landlord's right to access certain secure areas within the Premises shall be subject to strict compliance with Tenant's security protocols, which shall include at a minimum being accompanied at all times by appropriate escort or security personnel of Tenant.

15. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing its obligations contained in this Lease, may peacefully and quietly have, hold and enjoy the Premises, free from any claim by Landlord or persons claiming under Landlord, but subject to all of the terms and provisions hereof, provisions of Applicable Laws and rights of record to which this Lease is or may become subordinate. This covenant is in lieu of any other quiet enjoyment covenant, either express or implied.

16. Utilities and Services.

16.1 Tenant shall pay for all water, gas, heat, light, power, telephone, internet service, cable television, other telecommunications and other utilities supplied to the Premises. Tenant's electric service shall be separately metered. If any other utility is not separately metered to Tenant, Tenant shall pay Tenant's Pro Rata Share of all charges of such utility jointly metered with other premises as Additional Rent. Landlord may base its bills for utilities on reasonable estimates; provided that Landlord adjusts such billings promptly thereafter or as part of the next Landlord's Statement to reflect the actual cost of providing utilities to the Premises. To the extent that Tenant uses more than Tenant's Pro Rata Share of any utilities, then Tenant shall pay Landlord for Tenant's Pro Rata Share of such utilities to reflect such excess within thirty (30) days of demand therefor in writing by Landlord; provided, however, that Landlord shall not recover more than one hundred percent (100%) of the cost of such utilities.

16.2 Landlord shall not be liable for, nor shall any eviction of Tenant result from, the failure to furnish any utility or service, where such failure is caused by Severe Weather Conditions (as defined below); physical natural disasters (but excluding weather conditions that are not Severe Weather Conditions); strikes, lockouts or other labor disturbances or labor disputes (other than

labor disturbances and labor disputes resulting solely from the acts or omissions of the Landlord); acts of terrorism; riots or civil disturbances; wars or insurrections; shortages of materials (which shortages are not unique to the Landlord); or other causes beyond the reasonable control of Landlord has occurred (collectively, “Force Majeure”). “Severe Weather Conditions” means weather conditions that are materially worse than those that reasonably would be anticipated for the Property at the applicable time based on historic meteorological records. Notwithstanding anything to the contrary in this Lease, if, for more than ten (10) consecutive days following written notice to Landlord (and except to the extent that such failure is either (i) beyond Landlord’s ability to restore (such as, but not limited to, an interruption in electrical service resulting from an event outside of the boundaries of the Project), or (ii) caused by a Tenant Party (as defined below)), the provision of HVAC or other utilities to all or a material portion of the Premises that Landlord must provide pursuant to this Lease is interrupted (a “Material Services Failure”), then Tenant’s Base Rent (or, to the extent that less than all of the Premises are affected, a proportionate amount (based on the Rentable Area of the Premises that is rendered unusable) of Base Rent shall thereafter be abated until the Premises are again usable by Tenant for the Permitted Use; provided, however, that if Landlord is diligently pursuing the restoration of such HVAC and other utilities and Landlord provides substitute HVAC and other utilities reasonably suitable for Tenant’s continued use and occupancy of the Premises for the Permitted Use (e.g., supplying potable water or portable air conditioning equipment), then neither Base Rent nor Operating Expenses shall be abated. During any Material Services Failure, Tenant will cooperate with Landlord to arrange for the provision of any interrupted utility services on an interim basis via temporary measures until final corrective measures can be accomplished, and Tenant will permit Landlord the necessary access to the Premises to remedy such Material Service Failure. In the event of any interruption of HVAC or other utilities that Landlord must provide pursuant to this Lease, regardless of the cause, Landlord shall diligently pursue the restoration of such HVAC and other utilities.

16.3 If Tenant shall require utilities (other than electric service which shall be installed to Tenant’s specifications and shall be separately metered) or services in excess of those usually furnished or supplied for tenants in similar spaces in the Building or the Project by reason of Tenant’s equipment or extended hours of business operations, then Tenant shall first procure Landlord’s consent for the use thereof, which consent Landlord may condition upon the availability of such excess utilities or services, and Tenant shall pay as Additional Rent an amount equal to the cost of providing such excess utilities and services within thirty (30) days of Landlord’s consent for the use thereof.

16.4 Landlord reserves the right to stop service of the elevator, plumbing, ventilation, air conditioning and utility systems, when Landlord deems necessary or desirable, due to accident, emergency or the need to make repairs, alterations or improvements, until such repairs, alterations or improvements shall have been completed, and, except as provided in Section 17.2, Landlord shall have no responsibility or liability for failure to supply elevator facilities, plumbing, ventilation, air conditioning or utility service when prevented from doing so by Force Majeure. Other than in an emergency, all such repairs and maintenance shall be scheduled after hours (e.g., on weekends or prior to 8 a.m. or after 6 p.m. on weekdays). Without limiting the foregoing, it is expressly understood and agreed that any covenants on Landlord’s part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of this Lease, or to perform any act or thing for the benefit of Tenant, shall not be deemed breached if Landlord is unable to furnish or perform the same by virtue of Force Majeure.

16.5 Tenant shall have the right to install its own backup generator and fuel tank for Tenant's sole and exclusive use. The location of Tenant's generator and fuel tank shall be located above 30' AMSL and as shown on Exhibit H. Tenant shall be solely responsible for the cost to install, maintain, operate and replace Tenant's its backup generator. Any environmental contamination arising from Tenant's generator or fuel tank shall be part of the Tenant hazardous waste indemnification obligations set forth in Section 21.1(b).

Additionally, if required by applicable law, Landlord will install a back-up generator and connect the Generator to the Premises' emergency electrical panel (the "Generator"). The cost of maintaining, repairing and replacing the Generator shall constitute Operating Expenses. Landlord shall maintain the Generator in good working condition, but shall not be liable for any failure to make any repairs or to perform any maintenance that is an obligation of Landlord unless such failure shall persist for five (5) days after discovery by Landlord; provided if the repair cannot be completed within five (5) days, Landlord shall promptly commence and thereafter diligently prosecute to completion all such required repairs.

16.6 For the Premises, Landlord shall (a) maintain and operate the HVAC systems used for typical office use, and (b) furnish HVAC as reasonably required (except as this Lease otherwise provides) for reasonably comfortable occupancy of the Premises during such times as provided in Section 18.1 and twenty-four (24) hours a day with respect to such areas in the Premises to be operated by Tenant every day during the Term. The HVAC system serving the Building is designed to maintain $74^{\circ}\text{F} \pm 2^{\circ}\text{F}$ at 50% RH $\pm 10\%$ at the ASHRAE 0.4% design condition of 92.5°F db / 77.5°F wb for cooling and to maintain $68^{\circ}\text{F} \pm 2^{\circ}\text{F}$ at the ASHRAE 99.6% design condition of 36.6°F for heating. Occupant load is assumed to be 1 person/150 sf, a maximum of 1.1 W/sf of LED lighting, and a maximum of 2.5 W/sf of internal equipment load. The water-cooled chilled water plant and associated central-station air handlers shall be designed to be capable of providing adequate airflow values to accommodate all interior load conditions. Heat, ventilation and cooling supplied to areas at Tenant's request after normal business hours shall be charged to Tenant at Landlord's after hours' rate as set from time to time. Notwithstanding anything to the contrary in this Section 16.6, Landlord shall have no liability, and Tenant shall have no right or remedy, on account of any interruption or impairment in HVAC services as a result of Force Majeure; provided that Landlord diligently endeavors to cure any such interruption or impairment.

16.7 In no event shall Landlord be liable to Tenant for any failure or defect in the supply or character of electric energy furnished to the Premises by reason of any requirement, act or omission of the public utility serving the Project with electric energy, or for any other reason not attributable to Landlord's negligence or misconduct.

16.8 Landlord shall furnish and install, at its expense (subject to recoupment as an Operating Expense), lighting tubes, lamps, bulbs and ballasts required in the Common Areas and in the Premises if Tenant uses Building standard light fixtures.

16.9 Whenever under the terms of this Lease Landlord provides services at Tenant's request after normal business hours, such services shall be charged to Tenant at Landlord's after-hours rates as in effect from time to time. Landlord's after-hours rates for services shall be based upon the actual out of pocket costs incurred by Landlord in connection with providing the requested service (including utility charges and any additional wear and tear on equipment) and a

reasonable overhead fee for processing Tenant's request. Landlord agrees that it will not set its after-hours rate for any service for an amount greater than is reasonably determined by Landlord to recoup the costs it incurs in connection with providing the service. Notwithstanding anything in this Lease to the contrary, Landlord acknowledges that Tenant will designate a portion of the Premises as being used 24 hours a day, seven days a week, 365 days a year (the "24/7/365 Space"). After hours and weekend HVAC service will be provided to the 24/7/365 Space and Landlord and Tenant agree to work together in a cooperative manner and in consultation with appropriate experts to determine the actual cost, without mark up of any kind whatsoever, for providing HVAC service to the 24/7/365 Space beyond the times when HVAC service is not provided to the rest of the Premises under the terms of this Lease. Additionally, to the extent Tenant requires janitorial or other services for just the 24/7/365 Space, Landlord agrees to pass through such costs to Tenant without mark up of any kind whatsoever (but Landlord may charge the then-current property management fee on such costs).

17. Alterations.

17.1 Other than non-structural cosmetic alterations costing less than \$25,000 in any one instance (e.g., painting, re-carpeting, etc.), Tenant shall make no alterations, additions or improvements in or to the Premises or engage in any construction, demolition, reconstruction, renovation or other work (whether major or minor) of any kind in, at or serving the Premises ("Alterations") without Landlord's prior written approval, which approval Landlord shall not unreasonably withhold; provided, however, that, in the event any proposed Alteration affects (a) any structural portions of the Building, including exterior walls, the roof, the foundation or slab, foundation or slab systems (including barriers and subslab systems) or the core of the Building, (b) the exterior of the Building, or (c) any Building systems, including elevator, plumbing, HVAC, electrical, security, life safety and power, then Landlord may withhold its approval in its sole and absolute discretion if the proposed alteration will negatively impact the structural integrity of the Building or the Building systems. In seeking Landlord's approval, Tenant shall provide Landlord, at least thirty (30) days in advance of any proposed Alteration, with plans, specifications, bid proposals, certified stamped engineering drawings and calculations by Tenant's engineer of record or architect of record (including connections to the Building's structural system, modifications to the Building's envelope, non-structural penetrations in slabs or walls, and modifications or tie-ins to life safety systems), work contracts, requests for laydown areas and such other information concerning the nature and cost of the Alterations as Landlord may reasonably request. Notwithstanding anything herein to the contrary, the terms and conditions in the Work Letter shall control with respect to the Tenant Improvements.

17.2 Tenant shall not construct or permit to be constructed partitions or other obstructions that might interfere with free access to mechanical installation or service facilities of the Building or with other tenants' components located within the Building, or interfere with the moving of Landlord's equipment to or from the enclosures containing such installations or facilities.

17.3 Tenant shall accomplish any work performed on the Premises or the Building in such a manner as to permit any life safety systems to remain fully operable at all times.

17.4 Any work performed on the Premises, the Building or the Project by Tenant or Tenant's contractors shall be done at such times and in such manner as Landlord may from time to time designate. Tenant covenants and agrees that all work done by Tenant or Tenant's contractors shall be performed in full compliance with Applicable Laws. Within thirty (30) days after completion of any Alterations, Tenant shall provide Landlord with complete "as built" drawing print sets and electronic CADD files on disc (or files in such other current format in common use as Landlord reasonably approves or requires) showing any changes in the Premises, as well as a commissioning report prepared by a licensed, qualified commissioning agent hired by Tenant for all new or affected mechanical, electrical and plumbing systems. Any such "as built" plans shall show the applicable Alterations as an overlay on the Building as-built plans; provided that Landlord provides the Building "as built" plans to Tenant.

17.5 Before commencing any Alterations or Tenant Improvements, Tenant shall give Landlord at least thirty (30) days' prior written notice of the proposed commencement of such work and the names and addresses of the persons supplying labor or materials therefor so that Landlord may enter the Premises to post and keep posted thereon and therein notices or to take any further action that Landlord may reasonably deem proper for the protection of Landlord's interest in the Project.

17.6 Tenant shall repair any damage to the Premises caused by Tenant's removal of any property from the Premises. During any such restoration period, Tenant shall pay Rent to Landlord as provided herein as if such space were otherwise occupied by Tenant. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

17.7 If Tenant shall fail to remove any of its property from the Premises prior to the expiration or earlier termination of this Lease, then Landlord may, at its option, remove the same in any manner that Landlord shall choose and store such effects without liability to Tenant for loss thereof or damage thereto, and Tenant shall pay Landlord, upon demand, any costs and expenses incurred due to such removal and storage.

17.8 Tenant shall take, and shall cause its contractors to take, commercially reasonable steps to protect the Premises during the performance of any Alterations or Tenant Improvements, including covering or temporarily removing any window coverings so as to guard against dust, debris or damage.

17.9 Tenant shall require its contractors and subcontractors performing work on the Premises to name Landlord and its affiliates and Landlord's lenders (the "Lender") as additional insureds on their respective insurance policies.

18. Repairs and Maintenance, Services, and Security.

18.1 Landlord shall repair and maintain the structural and exterior portions and Common Area of the Building and the Project, including roofing and covering materials; foundations (excluding any architectural slabs, but including any structural slabs); exterior walls; plumbing; fire sprinkler systems (if any); HVAC systems; elevators; and electrical systems installed or furnished by Landlord, all to the standards required for Class A office buildings in Tampa, Florida. Landlord shall cause the Premises and the Common Areas to be treated on a monthly basis (or

more frequently as needed) against infestation by insects, rodents and other vermin and pests whenever there is evidence of any infestation. Landlord agrees that at a minimum it shall provide daily janitorial services Monday through Friday for entire Premises and seven (7) days per week for those portions of the Premises designated by Tenant as provided in Section 16.6, that are operated by Tenant 24 hours per day, 365 days a year (provided that all costs of any services provided after normal business hours at the request of Tenant, including janitorial services on Saturday and Sunday) shall be charged solely to Tenant as Additional Rent). Landlord shall provide, at a minimum, common area electricity, full elevator service and air conditioning and heating on weekdays between 7:00 a.m. and 6:00 p.m., and Saturdays 8:00 a.m. to 1:00 p.m., Common Area cleaning and maintenance and landscaping and ground maintenance. Exhibit E, Janitorial Specifications, attached herein and incorporated herein by reference. Further, during after hours, Landlord shall provide a secure entryway to the Building, and at least one passenger elevator shall be in service at all times for Tenant's use (provided that all costs of any other services provided after normal business hours at the request of Tenant shall be charged solely to Tenant as Additional Rent).

18.2 Landlord shall provide the following security service at the Building: After-hours access control (such as, but not limited to, via card reader, keypad or similar system) and, at Landlord's option, security personnel to monitor the Building. Landlord shall be entitled to reasonably update, amend and replace such security service in its reasonable discretion so long as no less than as set forth above and consistent with the security services provided at other comparable Class A buildings in Tampa, FL; such services, as so updated, amended and replaced from time to time as permitted in this Section 18.2, being referred to herein as the "Security Services"; provided, however, except for any breaches of such Security Services resulting from Landlord's failure to implement the Security Services, Landlord shall have no liability whatsoever for any damages, injuries, thefts, deaths or accidents which allegedly could have been prevented by the presence and performance of such Security Services.

18.3 Landlord shall not be liable for any failure to make any repairs or to perform any maintenance that is Landlord's obligation pursuant to this Lease unless such failure shall persist for thirty (30) days after Tenant provides Landlord with written notice of the need of such repairs or maintenance. In the event that Landlord timely fails to make a repair or perform maintenance that is Landlord's obligation pursuant to this Lease, Tenant may notify Landlord of such failure and, if Landlord does not make the repair or perform the maintenance within thirty (30) days after Landlord's receipt of such notice (or, if such repair or maintenance cannot reasonably be completed with such period, within the period of time reasonably required (so long as Landlord begins the repair or maintenance within such period and diligently prosecutes the same to completion)), Tenant may perform the repair or maintenance (to the extent such repairs or maintenance are within the boundaries of the Premises or the Common Areas but expressly excluding structural elements of the Building and/or Building systems) and Landlord shall reimburse Tenant for its reasonable out-of-pocket costs for performing the same within thirty (30) days after receipt of an invoice from Tenant therefor. If Landlord fails to reimburse Tenant for such sums within 30 days of receipt of the invoice therefor, Tenant may offset such sums against payments of Rent due under this Lease. Notwithstanding anything in this Section to the contrary, before performing any such repairs or maintenance, Tenant shall notify Landlord of Tenant's intent to do so and shall reasonably coordinate with Landlord and any other tenants of the Project that may be affected by the need for such repairs or maintenance.

18.4 This Article 18 relates to repairs and maintenance arising in the ordinary course of operation of the Building and the Project. In the event of a casualty described in Article 23, Article 23 shall apply in lieu of this Article 18. In the event of eminent domain, Article 24 shall apply in lieu of this Article 18.

18.5 Costs incurred by Landlord pursuant to this Article 18 shall constitute Operating Expenses. Notwithstanding the foregoing, to the extent that the cost of such repairs and maintenance caused by Tenant's acts, neglect, fault or omissions exceeds the limits of any insurance maintained or required to be maintained by Tenant pursuant to this Lease but are covered by insurance maintained or required to be maintained by Landlord under this Lease, then Landlord shall file a claim for such excess pursuant to Landlord's insurance and Tenant shall reimburse Landlord for the deductible therefor within thirty (30) days after receipt of an invoice therefor (or, if Landlord has not obtained or maintained the insurance it is required to obtain and maintain pursuant to this Lease, Landlord shall pay such excess, other than what the deductible would have been had Landlord obtained and maintained the requisite insurance, which Tenant shall pay to Landlord within thirty (30) days after receipt of an invoice therefor).

19. Liens.

19.1 Tenant shall keep the Premises, the Building and the Project free from any liens arising out of work or services performed, materials furnished to or obligations incurred by Tenant. Tenant further covenants and agrees that any mechanic's or materialman's lien filed against the Premises, the Building or the Project for work or services claimed to have been done for, or materials claimed to have been furnished to, or obligations incurred by Tenant shall be discharged or bonded by Tenant within thirty (30) days after the filing thereof, at Tenant's sole cost and expense.

19.2 Should Tenant fail to discharge or bond against any lien, Landlord may, at Landlord's election, pay such claim or post a statutory lien bond or otherwise provide security to eliminate the lien as a claim against title, and Tenant shall immediately reimburse Landlord for the costs thereof as Additional Rent.

20. Estoppel Certificate. Tenant shall, within ten (10) days after receipt of written notice from Landlord, execute, acknowledge and deliver a statement in writing substantially in the form attached to this Lease as Exhibit I, or on any other commercially reasonable form requested by a current or proposed Lender or encumbrancer or proposed purchaser, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statements may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Property.

21. Hazardous Materials.

21.1 Tenant hereby expressly covenants, warrants, and represents to Landlord, in connection with Tenant's operations on the Premises, the following:

(a) Tenant is knowledgeable of and agrees to comply with all applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Tenant's facilities or operations at the Premises and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Tenant agrees to keep informed of any such future changes.

(b) Tenant shall be liable to Landlord for any actual out of pocket costs incurred by Landlord as a direct result of any violation by Tenant, from the Term Commencement Date forward, of such applicable federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Tenant with any permits issued to Tenant pursuant to such environmental laws, including 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 Tenant, its employees, invitees, suppliers, or service providers or against Landlord by reason of Tenant's violation or non-compliance.

(c) Tenant agrees to cooperate with any investigation, audit, or inquiry by Landlord or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises.

(d) Tenant agrees that all remedies of Landlord 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) Tenant agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Landlord within 24 hours of receipt by Tenant or Tenant's agent. Any violation or notice of violation or non-compliance with federal, State, or local environmental law or ordinance which Tenant is required to rectify and for which Tenant fails to commence to rectify and proceed with reasonable due diligence to rectify within the cure period established in Article 30, Default and Remedies, 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) Tenant, 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, Tenant 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 Landlord 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. Tenant's discharge, spill or introduction of any Hazardous Substance onto the Premises or into any component of Landlord's sanitary or storm drainage systems will, if not remedied by Tenant with all due dispatch, be deemed a default and cause for termination of this Lease by Landlord, subject to notice and cure. Such termination will not relieve Tenant of or from liability for such discharge or spill.

(g) Nothing in this Article 21 will be construed to make Tenant liable in any way for any environmental impacts or release of Hazardous Substances, as defined herein, affecting the Premises that occurred prior to Tenant's entry upon the Premises or that occurred as a result of the actions of Landlord or any of its employees, agents, or contractors; provided, however, the foregoing shall not be construed to release Tenant from any obligations it has under the Ground Lease Agreement for pre-existing Hazardous Substances.

(h) Nothing in this Article 21 will be construed to make Tenant 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 Tenant's activities at the Premises.

(i) At Tenant's expense, Tenant 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. Tenant 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 Tenant, and Tenant will display the registration placard as required by law.

(j) Tenant 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 Tenant employee. Tenant will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Tenant 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.

(k) Tenant 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 Tenant. Tenant will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Tenant.

(l) Tenant is responsible for all costs and expenses that may be incurred as a result of compliance with this Article 21.

(m) If Tenant is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Tenant 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.

(n) Tenant agrees to provide Landlord, within 10 days after Landlord'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 Tenant's use of the Premises.

(o) At the end of this Lease, Tenant 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 Landlord at least 30 days prior to the end of this Lease.

The term "Hazardous Substance", as used in this Lease, will mean:

(a) any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or

(b) any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or

(c) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States, any State of the United States, or any political subdivision within any State; or

(d) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or

(e) any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea Formaldehyde foam insulation; or

(f) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

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

(a) 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

(b) 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

(c) 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

(d) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

22. Insurance; Waiver of Subrogation.

22.1 Landlord shall maintain property insurance for the Building and the Project in amounts equal to full replacement cost (exclusive of the costs of excavation, foundations and footings, engineering costs or such other costs to the extent the same are not incurred in the event of a rebuild and without reference to depreciation taken by Landlord upon its books or tax returns). Such insurance shall be written on a "special form" of physical loss or damage basis for the full replacement cost value of the covered items with an agreed amount endorsement with no co-insurance. Landlord shall provide or cause to be provided Workers' Compensation on all employees performing services at the Premises and Employers' Liability insurance with limits of not less than the following: each accident, Five Hundred Thousand Dollars (\$500,000); disease, (\$500,000); disease (each employee), Five Hundred Thousand Dollars (\$500,000). Notwithstanding the foregoing, Landlord may, but shall not be required to, provide insurance for any Tenant Improvements or improvements in addition to standard improvements customarily furnished by Landlord, without regard to whether or not such are made a part of or are affixed to the Building.

22.2 In addition, Landlord shall carry Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence/general aggregate for bodily injury (including death), or property damage with respect to the Project.

22.3 Tenant shall, at its own cost and expense, procure and maintain during the Term the following insurance for the benefit of Tenant and Landlord (as their interests may appear) with insurers financially acceptable and lawfully authorized to do business in the state where the Premises are located:

(a) Commercial General Liability insurance on a broad-based occurrence coverage form, with coverages including but not limited to bodily injury (including death), property damage (including loss of use resulting therefrom), premises/operations, personal & advertising injury, and contractual liability with limits of liability of not less than \$2,000,000 for bodily injury and property damage per occurrence, \$2,000,000 general aggregate, which limits may be met by use of excess and/or umbrella liability insurance provided that such coverage is at least as broad as the primary coverages required herein.

(b) Commercial Property insurance covering property damage to the full replacement cost value. Covered property shall include all Tenant Improvements, Alterations or other work performed on the Premises by Tenant (collectively, "Tenant

Work”). Such insurance shall be written on a “special form” of physical loss or damage basis for the full replacement cost value of the covered items with an agreed amount endorsement with no co- insurance. The perils of flood may be subject to sublimits. Additionally, prior to commencing the Tenant’s Work and during the performance of any Tenant’s Work, Tenant shall maintain builder’s risk insurance in an amount not less than the full cost of the work being performed except as otherwise provided in Section 4.1. Such property insurance may be provided on a blanket property insurance policy which insures other property of Tenant that is not the subject of this Lease.

(c) Workers’ Compensation insurance as is required by statute or law, or as may be available on a voluntary basis and Employers’ Liability insurance with limits of not less than the following: each accident, Five Hundred Thousand Dollars (\$500,000); disease, (\$500,000); disease (each employee), Five Hundred Thousand Dollars (\$500,000).

(d) Environmental insurance on a form acceptable to Landlord with limits of not less than Two Million Dollars (\$2,000,000) for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, any Hazardous Materials brought onto or stored on the Premises, Building, or surrounding areas as a result of this Lease, Tenant’s occupancy of the Premises, the installation of the Generator and related fuel tank required by Tenant, or any other environmental liability which may arise as a result in connection with this Lease or the occupancy of the Premises by Tenant.

22.4 Prior to commencing any Tenant Improvements, Tenant shall obtain for Landlord from the insurance companies/broker or cause the insurance companies/broker to furnish certificates of insurance evidencing all coverages required herein to Landlord. All policies of liability insurance which Tenant is obligated to maintain according to this Lease (other than any policy of worker’s compensation insurance) will name Landlord, the property manager, and Landlord’s mortgagee, if any, as additional insureds. The limits of insurance required hereunder shall not limit Tenant’s liability with respect to this Lease. Certificates of insurance (reflecting a waiver of subrogation as herein required, together with copies of the endorsements naming Landlord and its property manager and mortgagee, if any, as additional insureds) will be delivered to Landlord prior to Tenant’s occupancy of the Premises. All liability policies maintained by Tenant will contain a provision that Landlord and any other additional insureds, although named as an insured, will nevertheless be entitled to recover under such policies for any loss sustained by Landlord and such other additional insureds, its agents, and employees as a result of the acts or omissions of Tenant. Tenant will provide Landlord with at least thirty (30) days’ prior written notice if any of Tenant’s insurance policies hereunder will be terminated or amended. All policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. The insurer shall be authorized to issue such insurance and licensed to do business in the State of Florida.

22.5 Landlord and Tenant each waive and release each other from and against all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard “Causes of Loss-Special Form” property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant’s business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its employees, agents and contractors; provided,

however, such waiver by Landlord shall not be effective with respect to Tenant's obligations to perform maintenance, repairs and replacements as specifically provided in this Lease. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage to the property of (i) Tenant or Tenant's employees, agents, representatives, contractors, licensees or invitees in or about the Premises or Building, and (ii) any other person whose property is used, leased or stored by Tenant in or about the Premises or Building, including in each case any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause.

23. Damage or Destruction.

23.1 In the event of a partial destruction of (a) the Premises, (b) the Building, (c) the Common Area or (d) the Project ((a)-(d) collectively, the "Affected Areas") by fire or other perils covered by extended coverage insurance not exceeding twenty-five percent (25%) of the full insurable value thereof, and provided that the damage thereto is such that the Affected Areas may, in the reasonable opinion of Landlord, be repaired, reconstructed or restored within a period of two hundred seventy (270) days from the date of the happening of such casualty, then Landlord shall, to the extent of insurance proceeds which it receives and to the extent that any mortgagee entitled to be paid such insurance proceeds consents to the use of same, repair such damage other than damage to improvements, furniture, chattels or trade fixtures which do not belong to Landlord, which shall be repaired or replaced forthwith by Tenant at its own expense.

23.2 In the event of any damage to or destruction of the Affected Areas other than as described in Section 23.1, then either Landlord or Tenant may elect to terminate this Lease as of the date of such casualty by written notice delivered to the other not more than 60 days after such determination by Landlord, failing which Landlord shall to the extent of insurance proceeds which it receives and to the extent that any mortgagee entitled to be paid such insurance proceeds consents to the use of same, repair such damage other than damage to improvements, furniture, chattels or trade fixtures which do not belong to Landlord, which shall be repaired or replaced forthwith by Tenant at its own expense. In repairing or rebuilding the Building, Landlord may use designs, plans and specifications other than those used in the original construction of the Building.

23.3 If all or a substantial part (whether or not including the Premises) of the Building is rendered untenable by damage from fire or other casualty to such a material extent that in the reasonable opinion of Landlord the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part, Landlord may elect to terminate this Lease as of the date of such casualty (or on the date of notice if the Premises are unaffected by such casualty) by written notice delivered to Tenant not more than 60 days after the date of such casualty.

23.4 Upon any termination of this Lease under any of the provisions of this Article 23, the Parties shall be released thereby without further obligation to the other from the date possession of the Premises is surrendered to Landlord, except with regard to (a) items occurring prior to the

damage or destruction and (b) provisions of this Lease that, by their express terms, survive the expiration or earlier termination hereof.

23.5 In the event of repair, reconstruction and restoration as provided in this Article 23, all Rent to be paid by Tenant under this Lease shall be abated proportionately based on the extent to which Tenant's use of the Premises is impaired during the period of such repair, reconstruction or restoration, unless Landlord provides Tenant with other space during the period of repair, reconstruction and restoration that, in Tenant's reasonable opinion, is suitable for the temporary conduct of Tenant's business.

24. Eminent Domain.

24.1 In the event (a) the whole of all Affected Areas or (b) such part thereof as shall substantially interfere with Tenant's use and occupancy of the Premises for the Permitted Use shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, Tenant or Landlord may terminate this Lease effective as of the date possession is required to be surrendered to such authority, except with regard to (1) items occurring prior to the taking and (2) provisions of this Lease that, by their express terms, survive the expiration or earlier termination hereof.

24.2 In the event of a partial taking of (a) the Building or the Project or (b) drives, walkways or parking areas serving the Building or the Project for any public or quasi-public purpose by any lawful power or authority by exercise of right of appropriation, condemnation, or eminent domain, or sold to prevent such taking, then, without regard to whether any portion of the Premises occupied by Tenant was so taken, Landlord may elect to terminate this Lease (except with regard to (1) items occurring prior to the taking and (2) provisions of this Lease that, by their express terms, survive the expiration or earlier termination hereof) as of such taking if such taking is of a material nature such as to make it uneconomical to continue use of the unappropriated portion for purposes of renting office.

24.3 Upon any such taking or purchase, Landlord shall be entitled to receive and retain the entire award or consideration for the improvements and its leasehold interest in the property under the Ground Lease Agreement but not the fee interest in the Property, subject to the rights of any mortgagee of Landlord's interest in the Premises or the Building as their respective interests may appear, and Tenant shall not have nor advance any claim against Landlord for the value of Tenant's property or Tenant's leasehold estate or the unexpired Term of this Lease, or for costs of removal or relocation, or business interruption expense or any other damages arising out of such taking or purchase. Nothing herein shall give Landlord any interest in or preclude Tenant from seeking and recovering on its own account from the condemning authority any award or compensation attributable to the taking or purchase of Tenant's chattels or trade fixtures or attributable to Tenant's relocation expenses, provided that any such separate claim by Tenant shall not reduce or adversely affect the amount of Landlord's award. If any such award made or compensation paid to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly account therefore to the other. Tenant hereby waives all objections to Landlord's withdrawal of any funds paid and/or deposited by any condemning authority prior to final apportionment of the compensation paid for any taking.

24.4 If, upon any taking of the nature described in this Article 24, this Lease continues in effect, then Landlord shall promptly proceed to restore the Affected Areas to substantially their same condition prior to such partial taking. To the extent such restoration is infeasible, the Rent shall be decreased proportionately to reflect the loss of any portion of the Premises no longer available to Tenant.

25. Surrender.

25.1 The voluntary or other surrender of this Lease by Tenant shall not effect a merger with Landlord's fee title or leasehold interest in the Premises, the Building, the Property or the Project, unless Landlord consents in writing.

25.2 The voluntary or other surrender of any ground or other underlying lease that now exists or may hereafter be executed affecting the Building or the Project, or a mutual cancellation thereof or of Landlord's interest therein by Landlord and its lessor, shall not effect a merger with Landlord's fee title or leasehold interest in the Premises, the Building or the Property and shall, at the option of the successor to Landlord's interest in the Building or the Project, as applicable, operate as an assignment of this Lease.

25.3 Tenant shall vacate and surrender the Premises to Landlord on the termination date in a neat and broom clean condition, and otherwise in the same condition as received by Tenant, except for the Tenant Improvements, and except for ordinary wear and tear and damage by casualty and condemnation. Tenant will also inform Landlord of all combinations on locks, safes and vaults, if any, remaining in the Premises. Tenant will at such time remove all of its trade fixtures and other personal property from the Premises, and Tenant will promptly repair any damage to the Premises caused by such removal. All property of Tenant not removed on or before the last day of the Term and not thereafter removed within thirty (30) days following written demand by Landlord is deemed abandoned, and Landlord may remove, at Tenant's sole cost and expense, all of Tenant's abandoned property from the Premises upon termination of this Lease and cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant, and Landlord will not be liable for damage, theft, misappropriation or loss thereof or in any manner in respect thereto.

26. Holding Over.

26.1 If, with Landlord's prior written consent, Tenant holds possession of all or any part of the Premises after the Term, Tenant shall become a tenant from month to month after the expiration or earlier termination of the Term, and in such case Tenant shall continue to pay (a) Base Rent in accordance with Article 7, as adjusted in accordance with Article 8, and (b) any amounts for which Tenant would otherwise be liable under this Lease if this Lease were still in effect, including payments for Tenant's Pro Rata Share of Operating Expenses. Any such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

26.2 Notwithstanding the foregoing, if Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without Landlord's prior written consent, (a) Tenant shall become a tenant at sufferance subject to the terms and conditions of this Lease, except that the monthly rent shall be equal to (i) for the first 3 months after any holdover, one hundred twenty five percent (125%) of the Rent in effect during the last thirty (30) days of the Term and

(ii) thereafter one hundred fifty percent (150%) of the Rent in effect during the last thirty (30) days of the Term, and (b) Tenant shall be liable to Landlord for any and all damages suffered by Landlord as a result of such holdover, including any lost rent or consequential, special and indirect damages (in each case, regardless of whether such damages are foreseeable).

26.3 Acceptance by Landlord of Rent after the expiration or earlier termination of the Term shall not result in an extension, renewal or reinstatement of this Lease.

26.4 The foregoing provisions of this Article 26 are in addition to and do not affect Landlord's right of reentry or any other rights of Landlord hereunder or as otherwise provided by Applicable Laws.

26.5 The provisions of this Article 26 shall survive the expiration or earlier termination of this Lease.

27. Indemnification and Exculpation.

To the fullest extent permitted by law, and except for matters expressly waived or limited by Landlord elsewhere in this Lease, Tenant agrees to protect, defend, reimburse, indemnify and hold Landlord, its members, agents (including its property manager), employees, and officers free and harmless from and against any and all liabilities, claims, demands, liabilities, expenses, losses, costs, fines, penalties and damages (including but not limited to attorney's fees and court costs and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Lease) and causes of action of every kind and character (collectively "Claims") brought against Landlord by third parties arising from (a) any accident, injury, occurrence or damage in or to the Premises, except to the extent caused by Landlord's negligence or willful misconduct; and (b) to the extent caused by the negligence or willful misconduct of Tenant or any of its employees, agents of contractors, any accident, injury, occurrence or damage in, on or to the Property (other than within the Premises [which is governed by subsection (a)]). Tenant's indemnity obligations under this Article 27 are expressly limited to the limits of any applicable then-current sovereign immunity statutory limits. Tenant's commercial general liability insurance policy required under this Lease shall include contractual liability coverage covering Tenant's obligations hereunder.

To the fullest extent permitted by law, and except for matters expressly waived or limited by Tenant elsewhere in this Lease, Landlord agrees to protect, defend, reimburse, indemnify and hold Tenant, its members, agents, employees, and officers free and harmless from and against any and all Claims brought against Tenant by third parties arising from (a) any accident, injury, occurrence or damage in or to the Property (other than within the Premises), except to the extent caused by Tenant's negligence or willful misconduct; and (b) to the extent caused by the negligence or willful misconduct of Landlord or any of its employees, agents or contractors, any accident, injury, occurrence or damage in, on or to the Premises. Landlord's commercial general liability insurance policy required under this Lease shall include contractual liability coverage covering Landlord's obligations hereunder.

28. Assignment or Subletting.

Provided Tenant is not in default of this Lease, Tenant may assign or sublease all or any portion of the Premises to any other governmental authority responsible for the operation or management

of the Airport or any related governmental activity conducted thereon or in connection therewith (each a "Permitted Assignee"), provided that Tenant shall notify Landlord in writing at least thirty (30) days prior to the effectiveness of such assignment or sublease. Except as provided above with respect to Permitted Assignees, Tenant may not assign or sublease all or any portion of the Premises to any other party without the prior written consent of Landlord, which consent will not be unreasonably withheld; provided if Tenant has not vacated such portion of the Premises subject to sublease or assignment and Tenant remains fully liable on this Lease then no consent shall be required. Should Landlord permit any assignment or subletting by Tenant (or if no consent was required as set forth above if Tenant remains fully liable on this Lease and Tenant has not vacated such portion of the Premises subject to sublease or assignment) and should the monies received as a result of such assignment or subletting (when compared to the monies still payable by Tenant to Landlord) be greater than would have been received hereunder had Landlord not permitted such assignment or subletting, then, unless Tenant has remained fully liable on this Lease and Tenant has not vacated such portion of the Premises subject to sublease or assignment, fifty percent (50%) of the excess shall be payable by Tenant to Landlord, it being the Parties' intention that Landlord, and not Tenant, receive any such excess in consideration for Landlord's permitting such assignment or subletting; provided, however, in no event shall Tenant be required to pay to Landlord any portion of any such excess received by Tenant in connection with either the Cafeteria or the Put Space. Notwithstanding any assignment of this Lease, or the subletting of the Premises, or any portion thereof, Tenant shall continue to be liable for the performance of the terms, conditions and covenants of this Lease, including, but not limited to, the payment of Rent and Additional Rent, unless Landlord consents to release Tenant in writing. Additionally, in the event Tenant subleases or assigns any of its rights or interests under this Lease to any party, included any Permitted Assignee, such sub-tenant or assignee must agree in writing to assume and perform all of Tenant's obligations under this Lease. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments or sublettings. Landlord agrees that Tenant may permit other contractors performing work or services at the Airport to license access to space within the Premises, and that provided the Tenant does not enter into a sublease or grant such third party's exclusive control over any portion of the Premises, such licenses shall not constitute a sublease under this Article 28. Additionally, any agreement between the Tenant and a third party for the management and operation of the Cafeteria shall be governed by the provisions of Article 40 and not subject to this Article 28.

29. Subordination and Attornment.

29.1 This Lease shall be subject and subordinate to the lien of any mortgage, deed of trust, in force against the Building or the Project and to all advances made or hereafter to be made upon the security thereof without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Notwithstanding this express subordination, in the event of a default by Landlord under any mortgage that results in the foreclosure of the Landlord's interest under the Ground Lease Agreement, Tenant and Landlord's mortgagee or any other party obtaining Landlord's interest under the Ground Lease Agreement pursuant to the foreclosure (any such person a "Successor") shall attorn to and recognize Successor as the landlord and the Tenant as the tenant pursuant to the terms and provisions of this Lease, and shall, promptly upon the request of either party, execute and deliver all instruments necessary or appropriate to confirm such attornment and recognition (including without limitation a new lease containing the same terms as this Lease), but any failure to execute such instruments shall not

affect such attornment and recognition. Notwithstanding such attornment and recognition, Successor shall not be: (i) liable for any previous act or omission of the Landlord hereunder (but the foregoing shall not preclude Tenant from providing notice of default for any breach); (ii) subject to any offset or defense that shall have accrued to the Tenant hereunder against said Landlord (but the foregoing shall not preclude Tenant from providing notice of default for any breach); or (iii) bound by any prepayment of more than two (2) month's rent or for any security deposit which shall not have been delivered to Successor. If requested by Landlord or Landlord's lender, Tenant agrees to enter into a subordination and non-disturbance agreement for the benefit of the Tenant from any mortgagee obtaining a lien or mortgage against the Building or Premises in substantially the same form as shown on the attached Exhibit J, subject to commercially reasonable revisions to such form as may be requested by Landlord's lender.

30. Defaults and Remedies.

30.1 Late payment by Tenant to Landlord of Rent and other sums due shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which shall be extremely difficult and impracticable to ascertain. Therefore, if any installment of Rent due from Tenant is not received by Landlord within five (5) days after written notice from Landlord that payment is due, Tenant shall pay to Landlord interest at an annual rate (the "Default Rate") equal to the greater of (a) twelve percent (12%) or (b) the Federal Reserve Bank of New York prime rate in effect on the date the Rent becomes due plus four percent (4%), but in no event greater than the maximum interest rate permitted by Applicable Law. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord shall incur by reason of late payment by Tenant and shall be payable as Additional Rent to Landlord due with the next installment of Rent or within five (5) business days after Landlord's demand, whichever is earlier. Landlord's acceptance of any Additional Rent (including a late charge or any other amount hereunder) shall not be deemed an extension of the date that Rent is due.

30.2 The occurrence of any one or more of the following events shall constitute a "Default" hereunder by Tenant:

(a) Tenant fails to make any payment of Rent, as and when due, within ten (10) days after written notice from Landlord;

(b) Tenant fails to observe or perform any obligation or covenant contained herein, where such failure continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided that, if the nature of Tenant's default is such that it reasonably requires more than thirty (30) days to cure, Tenant shall not be deemed to be in Default if Tenant commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion;

(c) Tenant makes an assignment for the benefit of creditors, or a receiver, trustee or custodian is appointed to or does take title, possession or control of all or substantially all of Tenant's assets.

(d) Tenant files a voluntary petition under the United States Bankruptcy Code or any successor statute (as the same may be amended from time to time, the "Bankruptcy");

Code”) or an order for relief is entered against Tenant pursuant to a voluntary or involuntary proceeding commenced under any chapter of the Bankruptcy Code;

(e) Any involuntary petition is filed against Tenant under any chapter of the Bankruptcy Code and is not dismissed within one hundred twenty (120) days;

(f) Tenant's failure to make any payment of Rent when due for two (2) consecutive months or for a total of three (3) months in any lease or calendar year, no notice whatsoever to be due Tenant from Landlord; or

(g) Tenant's interest in this Lease is attached, executed upon or otherwise judicially seized and such action is not released within one hundred twenty (120) days of the action.

30.3 In the event of a Default by Tenant beyond any applicable notice and/or cure periods, and at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy that Landlord may have, Landlord has the right to do any or all of the following:

(a) Terminate Tenant's right to possession of the Premises by written notice to Tenant or by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall have the immediate right to re-enter and remove all persons and property, and such property may be removed and stored at the cost and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage that may be occasioned thereby, and Landlord may relet or attempt to relet the Premises on behalf of Tenant at such rent and under such terms and conditions as Landlord may deem best under the circumstances for the purpose of reducing Tenant's liability. Landlord shall not be deemed to have thereby accepted a surrender of the Premises, and Tenant shall remain liable for all Rent, Additional Rent, or other sums due under this Lease and for all damages suffered by Landlord because of Tenant's breach of any of the covenants of this Lease; and

(b) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall have the immediate right to re-enter and remove all persons and property, and such property may be removed and stored at the cost and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage that may be occasioned thereby.

30.4 In the event Landlord elects to terminate this Lease and relet the Premises, Landlord may execute any new lease in its own name. Tenant hereunder shall have no right or authority whatsoever to collect any Rent from such tenant. The proceeds of any such reletting shall be applied as follows:

(a) First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, including storage charges or brokerage commissions owing from Tenant to Landlord as the result of such reletting;

(b) Second, to the payment of the costs and expenses of reletting the Premises, including (i) alterations and repairs that Landlord deems reasonably necessary and advisable and (ii) reasonable attorneys' fees, charges and disbursements incurred by Landlord in connection with the retaking of the Premises and such reletting; and

(c) Third, to the payment of Rent and other charges due and unpaid hereunder.

30.5 No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any Rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in such waiver.

30.6 Landlord shall not be in default or liable for damages under this Lease unless Landlord fails to perform obligations required of Landlord and such failure continues for more than thirty (30) days after written notice from Tenant specifying the nature of Landlord's failure; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

31. Brokers.

31.1 Tenant represents and warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease and that it knows of no real estate broker or agent that is or might be entitled to a commission in connection with this Lease. Landlord represents and warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease and that it knows of no real estate broker or agent that is or might be entitled to a commission in connection with this Lease.

32. Limitation of Liability.

32.1 Neither Landlord nor any of its affiliates, nor any of their respective partners, shareholders, directors, officers, employees, members or agents shall be personally liable for Landlord's obligations or any deficiency under this Lease, and service of process shall not be made against any shareholder, director, officer, employee or agent of Landlord or any of Landlord's affiliates. No partner, shareholder, director, officer, employee, member or agent of Landlord or any of its affiliates shall be sued or named as a party in any suit or action, and service of process shall not be made against any partner or member of Landlord except as may be necessary to secure jurisdiction of the partnership, joint venture or limited liability company, as applicable. No partner, shareholder, director, officer, employee, member or agent of Landlord or any of its affiliates shall be required to answer or otherwise plead to any service of process, and no judgment shall be taken or writ of execution levied against any partner, shareholder, director, officer, employee, member or agent of Landlord or any of its affiliates.

32.2 Neither Tenant nor any of its affiliates, nor any of its respective Board members, directors, officers, employees, members or agents shall be personally liable for Tenant's obligations or any deficiency under this Lease, and service of process shall not be made against any shareholder, director, officer, employee or agent of Tenant or any of Tenant's affiliates. No

partner, shareholder, director, officer, employee, member or agent of Tenant or any of its affiliates shall be sued or named as a party in any suit or action, and service of process shall not be made against any partner or member of Tenant except as may be necessary to secure jurisdiction over Tenant. No director, officer, employee, member or agent of Tenant or any of its affiliates shall be required to answer or otherwise plead to any service of process, and no judgment shall be taken or writ of execution levied against any director, officer, employee, member or agent of Tenant or any of its affiliates.

32.3 Tenant will look solely to Landlord's interest in the Project (and in the post-judgment rents, insurance proceeds, condemnation proceeds or sales proceeds relating thereto (collectively, "Proceeds")) for recovering any judgment or collecting any obligation from Landlord, property manager, their Affiliates, and their respective officers, directors, partners, shareholders, members and employees (collectively, "Landlord Parties").

33. Representations. Tenant guarantees, warrants and represents that (a) Tenant is an independent special district, validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in the state in which the Property is located, (c) Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Lease and to perform all Tenant's obligations hereunder, (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so and (e) neither (i) the execution, delivery or performance of this Lease nor (ii) the consummation of the transactions contemplated hereby will violate or conflict with any provision of documents or instruments under which Tenant is constituted or to which Tenant is a party. In addition, Tenant guarantees, warrants and represents that none of (a) it, (b) its affiliates or partners nor (c) to the best of its knowledge, its members, shareholders or other equity owners or any of their respective employees, officers, directors, representatives or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.

34. Notices. Except as otherwise stated in this Lease, any notice, consent, demand, invoice, statement or other communication required or permitted to be given hereunder shall be in writing and shall be given by (a) personal delivery and receipt, (b) overnight delivery with a reputable overnight delivery service, such as FedEx, or (c) facsimile or email transmission, so long as such transmission is followed within one (1) business day by delivery utilizing one of the methods described in Subsection (a) or (b) above. Any such notice, consent, demand, invoice, statement or other communication shall be deemed delivered (1) upon receipt, if given in accordance with Subsection (a) above; (2) one (1) business day after deposit with a reputable overnight delivery service, if given in accordance with Subsection (b) above; or (3) upon transmission, if given in accordance with Subsection (c) above. Except as otherwise stated in this Lease, any notice, consent, demand, invoice, statement or other communication required or permitted to be given pursuant to this Lease shall be addressed to Landlord or Tenant at the addresses shown in Sections 2.9 and 2.10 or 2.11, respectively. Either party may, by notice to the other given pursuant to this Section, specify additional or different addresses for notice purposes.

35. Rooftop Installation Area.

35.1 Tenant shall have non-exclusive use of the “Rooftop Installation Area” on Exhibit A attached hereto (the “Rooftop Installation Area”) to operate, maintain, repair and replace rooftop antennae, mechanical equipment, communications antennas and other equipment installed by Tenant or Tenant’s subtenants in the Rooftop Installation Area in accordance with this Article 35 (“Tenant’s Rooftop Equipment”). Notwithstanding the foregoing, Landlord may allow, with Tenant’s prior written consent (provided the Hillsborough County Aviation Authority remains the Tenant), other tenants of the Building to install rooftop antennae and/or communications antennas in such location as is approved by Landlord, provided such equipment or antennae do not interfere with Tenants’ use of the Rooftop Installation Area (including interference with access and electromagnetic interference), any other Airport communications, or any applicable height zoning requirements.

35.2 Should other tenants install any type of radio transceiver or other wireless communications equipment, such other tenants 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 other tenant’s equipment. Should interference occur as a result of other tenant’s installation, Tenant reserves the right to shut down other tenant’s installation until appropriate remedies to the interference are made by other tenant. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at other tenant’s expense.

35.3 Tenant shall install Tenant’s Rooftop Equipment at no expense to Landlord. Tenant’s Rooftop Equipment and the installation thereof shall be subject to Landlord’s prior written approval, which approval shall not be withheld so long as the installation or operation of Tenant’s Rooftop Equipment cannot reasonably be expected to damage the structural integrity of the Building, unless Tenant implements measures that are acceptable to Landlord in its reasonable discretion to avoid any such damage.

35.4 Tenant shall comply with any roof or roof-related warranties. Tenant shall obtain a letter from Landlord’s roofing contractor within thirty (30) days after completion of any Tenant work on the rooftop stating that such work did not affect any such warranties. Tenant, at its sole cost and expense, shall inspect the Rooftop Installation Area at least annually, and correct any loose bolts, fittings or other appurtenances and repair any damage to the roof caused by the installation or operation of Tenant’s Rooftop Equipment. Tenant shall not permit the installation, maintenance or operation of Tenant’s Rooftop Equipment to violate any Applicable Laws. Upon Tenant’s written request to Landlord, Landlord shall cause other tenants to immediately remedy any interference in the operation of Tenant’s Rooftop Equipment caused by any such tenants’ equipment.

36. Reserved.

37. Right of First Offer. Subject to any other Parties’ pre-existing rights with respect to Available ROFO Premises (as defined below), Tenant shall have a right of first offer (“ROFO”)

as to any rentable premises on the second floor of the Building for which Landlord is seeking a tenant (“Available ROFO Premises”). To the extent that Landlord renews or extends a then-existing lease with any then-existing tenant of any space, or enters into a new lease with such then-existing tenant for the same premises, the affected space shall not be deemed to be Available ROFO Premises. In the event Landlord intends to market Available ROFO Premises, Landlord shall provide written notice thereof to Tenant (the “Notice of Marketing”).

37.1 Within fifteen (15) days following its receipt of a Notice of Marketing, Tenant shall advise Landlord in writing whether Tenant elects to lease all (not just a portion) of the Available ROFO Premises and on what terms and conditions. If Tenant fails to notify Landlord of Tenant’s election within such fifteen (15) day period, then Tenant shall be deemed to have elected not to lease the Available ROFO Premises; provided, however, if the Notice of Marketing is made during the first eighteen (18) months of the Term of this Lease then Tenant shall have the right to lease the Available ROFO Premises on the same terms and conditions as set forth in this Lease.

37.2 If Tenant timely notifies Landlord that Tenant elects to lease all of the Available ROFO Premises and of the terms and conditions therefor (“Tenant’s Offer”), then Landlord shall have fifteen (15) days after receipt of Tenant’s Offer to respond to Tenant in writing whether Landlord elects to lease the Available ROFO Premises to Tenant on the terms and conditions set forth in Tenant’s Offer. If Tenant timely delivers Tenant’s Offer and Landlord elects to lease the Available ROFO Premises to Tenant on the terms and conditions set forth in Tenant’s Offer, then Landlord shall lease the Available ROFO Premises to Tenant upon the terms and conditions set forth in Tenant’s Offer

37.3 If (a) Tenant notifies Landlord that Tenant elects not to lease the Available ROFO Premises, (b) Tenant fails to notify Landlord of Tenant’s election within the fifteen (15)-day period described above, or (c) Landlord declines to lease the Available ROFO Premises to Tenant on the terms and conditions set forth in Tenant’s Offer, then Landlord shall have the right to consummate a lease of the Available ROFO Premises at base rent not less than ninety-five percent (95%) of that stated in Tenant’s Offer, if applicable, but if Landlord does not so lease the Available ROFO Premises within one hundred twenty (120) days after Tenant’s election (or deemed election) not to lease the same Available ROFO Premises or Landlord’s declining to lease the Available ROFO Premises to Tenant on the terms and conditions set forth in Tenant’s offer, then the ROFO shall be fully reinstated, and Landlord shall not thereafter lease the same Available ROFO Premises without first complying with the procedures set forth in this Article 37.

38. Parking. For so long as this Lease remains in effect, Landlord licenses to Tenant, at no additional cost to Tenant, one hundred (100) reserved parking spaces in the Parking Garage. No identification of Tenant’s parking spaces other than Landlord’s standard identification thereof (if any) will be allowed. Parking at the Project by Tenant is subject to the other provisions of this Lease, including without limitation all applicable rules and regulations. In no event will Landlord be liable for any loss, damage or theft of, to or from any vehicle at the Project not caused by the gross negligence or willful misconduct of Landlord or its agents, employees or contractors.

39. Landlord Option to Expand Premises. In the event that the Landlord has not leased all of the leasable space of the second floor of the Building twenty (20) months after Substantial Completion of the Base Building Work, Landlord shall have the option of adding up to one-half

(1/2) of the rentable square footage of the second floor to the Premises by providing written notice to Tenant no later than twenty-two (22) months after Substantial Completion of the Base Building Work. Upon such notice, the Parties will execute an amendment to this Lease adding the space identified in Landlord's notice (the "Put Space") to the "Premises" hereunder and the Put Space shall be subject to this Lease and become a part of the Premises for all purposes hereunder, with Rent due hereunder at the same per-square foot rate as is applicable at the time; provided, however, that Landlord shall pay to Tenant a tenant improvement allowance ("TI Allowance") in the amount of \$50.00 per square foot of the Put Space for purposes of making improvements as deemed desirable by Tenant in the Put Space. Landlord shall advance the TI Allowance on a monthly basis and within 10 days of receipt of and Landlord's approval of draw requests submitted by Tenant's contractor. Draw requests must be submitted on standard AIA forms identifying all work performed subject to the request, and include lien waivers from the contractor and all subcontractors performing such work. The TI Allowance may be applied to the costs of (a) construction of Tenant Improvements and/or installation of utilities, (b) space planning, architect, engineering and other related services performed by third parties, (c) building permits and other taxes, fees, charges and levies by governmental authorities for permits or for inspections of the Tenant Improvements, and (d) costs and expenses for labor, material, equipment, furniture, personal property and fixtures and any other costs related in any way to Tenant's occupancy of the Premises. In addition to the TI Allowance, Landlord will pay to Tenant within thirty (30) days after execution of the lease amendment adding the Put Space to the Premises, an amount equal to \$12.75 per rentable square foot of the Put Space for leasing commissions that would have been payable by Landlord in connection with the leasing of the Put Space.

40. Cafeteria.

40.1 Tenant agrees that the portion of the Premises designated as the Cafeteria on the attached Exhibit A shall be used by the Tenant to operate a cafeteria (the "Cafeteria") providing customary food and beverage services consistent or better than those provided in other Class A office buildings in the Tampa area. Tenant shall cause the Cafeteria to be open to all tenants in the Building and their guests, customers and invitees at all times during regular business hours. Landlord shall buildout the Cafeteria. Tenant may hire a professional manager to operate the Cafeteria. Tenant may include in its contract with the professional manager commercially reasonable standards for operation of the Cafeteria as a food and beverage establishment, including without limitation health codes and other rules and regulations applicable to food safety. Any such professional manager shall maintain commercial liability insurance in such amounts as are customarily required of a professional manager of a cafeteria naming Landlord and Landlord's property manager and Landlord's lender as additional insureds. Tenant shall be responsible for obtaining and maintaining all required permits and licenses for the operation of the Cafeteria and at all times shall cause the Cafeteria to be operated in full compliance with all applicable laws and regulations, including without limitation health codes and other rules and regulations applicable to food safety. Tenant shall not be permitted to sublease the Cafeteria without Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

40.2 The following provisions apply to Tenant's operation of the Cafeteria:

(a) To the extent that same are not provided as a part of the Base Building Work, Tenant shall provide, or cause to be provided, at its sole cost and expense, prior to

opening the Cafeteria for business and at all times thereafter during the Term, the necessary exhaust fans and systems, ductwork and venting (collectively, "Exhaust Facilities") to ensure that all smoke, odors, vapors and steam are exhausted from the Building. Furthermore, to the extent that same are not provided as a part of the Base Building Work, Tenant shall, at its sole cost and expense, at all times during the Term, provide the necessary piping, connections, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises (collectively, the "Liquid Disposal Facilities," and together with the Exhaust Facilities, the "Disposal Facilities") in compliance with all applicable codes and ordinances and other governmental authorities having jurisdiction. All Disposal Facilities installed by Tenant shall be designed and installed so as to prevent, as applicable, the backup or discharge of any smoke, odors, vapors, steam or waste liquids into the Common Areas or other tenant space. Landlord shall not, by its approval of the location, construction or appearance of any of the Disposal Facilities installed by Tenant, be deemed to have represented that such systems are adequate or that the same comply with any applicable law, code, ordinance or regulation, nor shall such approval be deemed a waiver by Landlord of the right to require that Tenant modify or add to the Disposal Facilities in order to so comply. Any Exhaust Facilities installed by Tenant shall include fire prevention and/or extinguishment facilities or systems as may be reasonably required from time to time in view of Tenant's methods and volume of cooking and other food and beverage preparation, which shall be in addition to any sprinkler or other fire protection facilities installed in the Premises.

(b) Tenant shall regularly and adequately clean or provide for the cleaning of all Disposal Facilities, including degreasing of all hoods, fans, vents, pipes, flues, grease traps and other areas of the Exhaust Facilities subject to grease buildup and the cleaning of all grease traps, catch basins and similar areas of the Liquid Disposal Facilities. Tenant shall not dispose of waste grease, oil or other materials which tend to cause clogging or blockage of pipes and drains (hereinafter collectively referred to as "grease") by pouring or permitting the same to flow into any drains or pipes. For this purpose, the term "cleaning" shall be deemed to include the replacement of all or any portion of the waste liquid disposal facilities necessitated by Tenant's improper disposal of grease.

(c) Tenant shall keep the Cafeteria free from insects, rodents and vermin, and if Tenant fails to do so, Landlord may require that Tenant, at its sole cost and expense, engage professional reputable exterminators to service the Cafeteria, to safely keep the Cafeteria free of insects, rodents, vermin and other pests and to prevent insects, rodents, vermin and other pests from the Premises infesting spaces leased to others or the Common Areas.

(d) Because of the unique nature of the Cafeteria, Tenant shall store all trash and other waste generated by the Cafeteria in odor and vermin proof containers, such containers to be kept in temperature controlled areas of the Cafeteria not visible to members of the public until the same are removed from the Cafeteria and deposited in the dumpster facilities serving the Building. Tenant shall, at Tenant's expense, attend to the frequent disposal of such materials, as provided below. Tenant understands and agrees that trash removal from the Cafeteria must be done by Tenant at Tenant's expense subject to such

rules and regulations in respect thereto as Landlord may, from time to time, adopt so as to avoid interference with other tenants of the Building.

(e) Tenant shall maintain the Cafeteria in a manner sufficient to consistently comply with the requirements of the applicable governmental agencies regarding the operation of restaurants.

(f) If Tenant refuses or fails to comply with any of the provisions of this Section 40.2, then Landlord may upon ten (10) days prior written notice to Tenant, arrange for the performance of the cleaning and degreasing of the Disposal Facilities, removal or proper storage of refuse, or such other actions as are consistent with the terms hereof and Tenant shall pay Landlord the entire cost thereof plus an administrative charge equal to ten percent (10%) of the cost thereof. Landlord's performance of such obligations of Tenant shall not release Tenant hereunder nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to perform such obligation. If Landlord performs such obligations, Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock in trade or business by reason thereof, including, without limitation, the loss of any revenues resulting from any required limitation or cessation of the operation of the Cafeteria while Landlord is performing such tasks.

41. Authority Approvals.

41.1 Except as otherwise indicated elsewhere in this Lease, wherever in this Lease approvals are required to be given or received by Tenant, it is understood that the Chief Executive Officer, or a designee of the Chief Executive Officer, is hereby empowered to act on behalf of Tenant without the need for a meeting of or formal approval from the Hillsborough County Aviation Authority Board of Directors or any other party; provided the foregoing shall not preclude the Chief Executive Officer from seeking approval from the Hillsborough County Aviation Authority Board of Directors prior to acting, as determined in the Chief Executive Officer's sole and absolute discretion.

42. Miscellaneous.

42.1 The terms of this Lease are intended by the Parties as a final, complete and exclusive expression of their agreement with respect to the terms that are included herein, and may not be contradicted or supplemented by evidence of any other prior or contemporaneous agreement.

42.2 Landlord may, but shall not be obligated to, record a short form or memorandum hereof with Tenant's consent. Neither party shall record this Lease.

42.3 Where applicable in this Lease, the singular includes the plural and the masculine or neuter includes the masculine, feminine and neuter. The words "include," "includes," "included" and "including" mean "'include,' etc., without limitation." The word "shall" is mandatory and the word "may" is permissive. The section headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Landlord and Tenant have each participated in the drafting and negotiation of this Lease, and the

language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

42.4 Except as otherwise expressly set forth in this Lease, each party shall pay its own costs and expenses incurred in connection with this Lease and such party's performance under this Lease.

42.5 In accordance with the requirements of Florida Statutes Section 404.056, the following notice is hereby given to Tenant: "RADON GAS: 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."

42.6 Tenant may apply, on its own behalf, for any incentives, grants, and economic development programs, which may be offered by various governmental agencies. In the event Tenant receives benefits as a result of their application and such benefits must pass through the Landlord, such benefits will be promptly forwarded to the Tenant when received by Landlord. Landlord will reasonably cooperate with Tenant in application for benefits.

42.7 Time is of the essence with respect to the performance of every provision of this Lease.

42.8 Notwithstanding anything to the contrary contained in this Lease, Tenant's obligations under this Lease are independent and shall not be conditioned upon performance by Landlord.

42.9 Whenever consent or approval of either party is required, that party shall not unreasonably withhold, condition or delay such consent or approval, except as may be expressly set forth to the contrary.

42.10 Any provision of this Lease that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and all other provisions of this Lease shall remain in full force and effect and shall be interpreted as if the invalid, void or illegal provision did not exist.

42.11 Each of the covenants, conditions and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the Parties hereto and their respective heirs; legatees; devisees; executors; administrators; and permitted successors and assigns. This Lease is for the sole benefit of the Parties and their respective heirs, legatees, devisees, executors, administrators and permitted successors and assigns, and nothing in this Lease shall give or be construed to give any other person or entity any legal or equitable rights. Nothing in this Section shall in any way alter the provisions of this Lease restricting assignment or subletting.

42.12 This Lease shall be governed by, construed and enforced in accordance with the laws of the state in which the Premises are located, without regard to such state's conflict of law principles. Venue shall lie in Hillsborough County, Florida.

42.13 Tenant guarantees, warrants and represents that the individual or individuals signing this Lease have the power, authority and legal capacity to sign this Lease on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed. Landlord guarantees, warrants and represents that the individual or individuals signing this Lease have the power, authority and legal capacity to sign this Lease on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.

42.14 This Lease may be executed in counterparts. Each executed counterpart of this Lease will constitute an original document and all executed counterparts, together, will constitute the same agreement. Portable Document Format ("PDF") signatures transmitted by e-mail transmission with electronic confirmation receipt shall be valid for all purposes.

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

42.16 If Landlord is permitted to assign its rights under the Ground Lease Agreement, Landlord may assign its rights under this Lease to the permitted assignee of the Ground Lease Agreement. If Landlord is permitted to transfer its rights hereunder and Landlord transfers (other than for collateral security purposes) its interest in the Project, the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the transfer, but only to the extent that (a) the transferee agrees in writing to assume such obligations, and (b) the transferor delivers or credits to the transferee any funds the transferor holds in which Tenant has an interest (such as a security deposit). Landlord's covenants and obligations in this Lease bind each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such transfer, each transferor and its respective parties remain entitled to the benefits of Tenant's releases and indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during such transferor's period of ownership.

42.17 No provision of this Lease may be modified, amended or supplemented except by an agreement in writing signed by Landlord and Tenant.

No waiver of any term, covenant or condition of this Lease shall be binding upon Landlord unless executed in writing by Landlord. The waiver by Landlord of any breach or default of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of any preceding or subsequent breach or default of such term, covenant or condition or any other term, covenant or condition of this Lease.

43. Complete Agreement.

43.1 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 THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the date first above written.

LANDLORD:

JO TPA Office 270, LLC, a Florida limited Liability company

[Signature]
Witness Signature

Michael J. Wirtz
Print Name

By: [Signature]
Name: David M. Harrison
Title: Manager

[Signature]
Witness Signature

STEPHENIE C. GORDON
Print Name

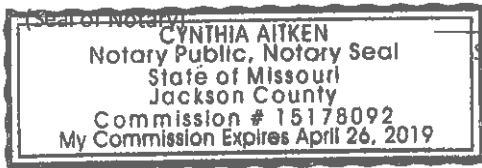
Notary for: _____

STATE OF MISSOURI
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 28 day of march, 2019,
by David Harrison in the capacity of manager
of JO TPA Office 270, LLC a LLC
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)
on its behalf. He is
(Its / His / Her) (They are / He is / She is) (Personally known to me / not personally known to me)

Personally known to me and did not take an oath.

and has produced the following document of identification) (they / he / she) (did / did not)



[Signature]
Signature of Notary

ATTEST:

Bob Buckhorn

Bob Buckhorn, Asst. Secretary/Asst. Treasurer
Address: P.O. Box 22287
Tampa, FL 33622

TENANT:
HILLSBOROUGH COUNTY AVIATION
AUTHORITY

By: *Robert I. Watkins*

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

Signed, sealed, and delivered in the presence of:

MT Kamprecht

Witness Signature

MT Kamprecht

Print Name

[Signature]

Witness Signature

LEGAL FORM APPROVED:

By: *David Scott Knight*

David Scott Knight
Assistant General Counsel

VIOLETTA CUMMINS

Print Name

Notary for

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4 day of April, 2019, by Robert I. Watkins in the capacity of Chairman, and by Bob Buckhorn in the capacity of Asst. Secretary/Asst. 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.

Stamp or Seal of Notary

[Signature]

Signature of Notary

VIOLETTA CUMMINS

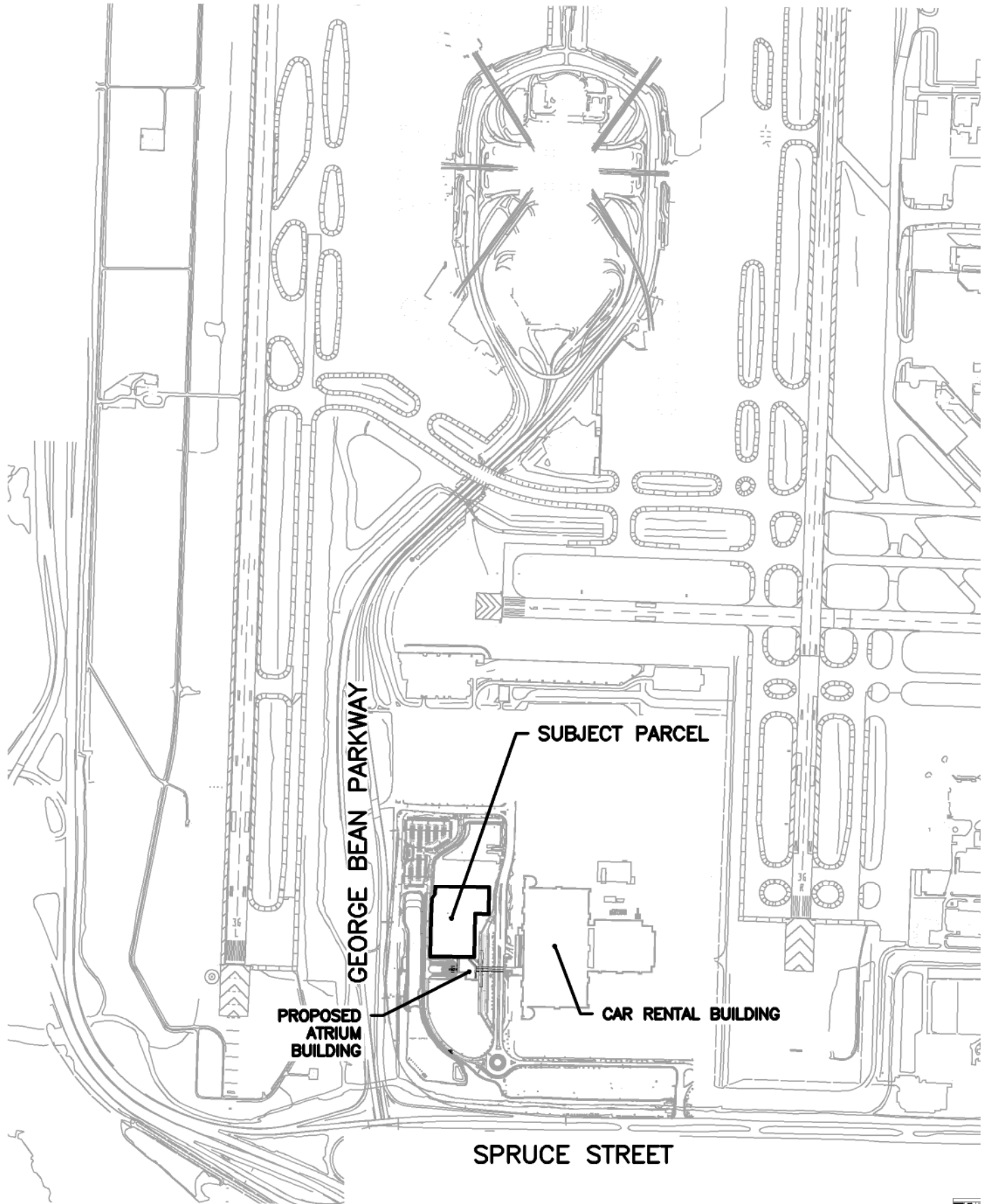
Printed Name



VIOLETTA CUMMINS
Commission # GG 111824
Expires June 20, 2021
Bonded Thru Budget Notary Services

Date Notary Commission Expires
(if not on stamp or seal)

KEY MAP



NOT A SURVEY

Saved: 2/15/2019 2:40:32 PM DOMENL | Plotbook: 2/20/2019 3:41:24 PM DOMENL | V:\215613967\215614011\survey\drawing\sketch-and-legal\parcel_2.dwg\layout1.dwg

SCALE: 1" = 1000' LEAD TECH. JDO SEC-TWP-RGE 800.643.4336 813.223.9500 F 813.223.0000 www.Stantec.com SkyCenter One Cafe Operator		Stantec One Team. Infinite Solutions 777 S. Harbour Island Blvd. STE 600 Tampa, FL 33602 Engineering Services Inc., Certificate of Authorization LB.7866		TITLE PARCEL SKETCH & DESCRIPTION PROJECT SKYCENTER OFFICE CLIENT TAMPA INTERNATIONAL AIRPORT		PROJECT NO. 215613967 INDEX NO: PARCEL 2 DATE: 5/20/2019 SHEET NO: 1 OF 2	
---	--	--	--	--	--	--	--

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND RUN THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 18, S00°29'29"W, 783.37 FEET; THENCE DEPARTING SAID BOUNDARY LINE, N89°07'51"W, 651.41 FEET TO THE POINT OF BEGINNING; THENCE S00°52'06"W, 204.52 FEET; THENCE N88°50'51"W, 104.95 FEET; THENCE S00°52'06"W, 330.23 FEET; THENCE N89°07'54"W, 337.12 FEET; THENCE N01°10'41"E, 151.88 FEET; THENCE N00°48'36"E, 147.22 FEET; THENCE N02°26'58"E, 142.73 FEET; THENCE N36°28'30"E, 42.06 FEET; THENCE N02°33'50"E, 58.30 FEET; THENCE S89°07'51"E, 411.25 FEET TO THE POINT OF BEGINNING.

POINT OF COMMENCEMENT THE NORTHEAST CORNER OF SECTION 18

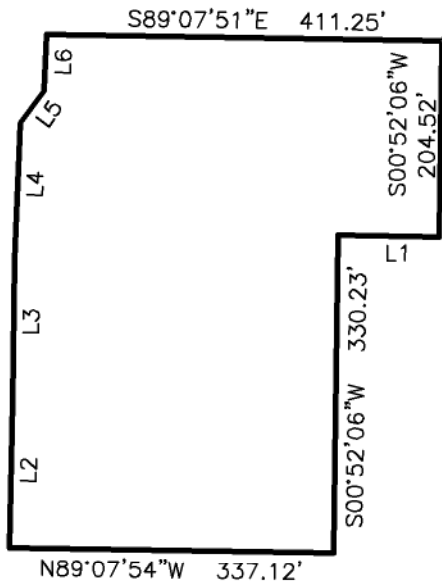
LINE TABLE

LINE	BEARING	DISTANCE
L1	N88°50'51"W	104.95'
L2	N01°10'41"E	151.88'
L3	N00°48'36"E	147.22'
L4	N02°26'58"E	142.73'
L5	N36°28'30"E	42.06'
L6	N02°33'50"E	58.30'

S00°29'29"W 783.37'

CONTAINING 4.56 ACRES, (198,667 SQUARE FEET), MORE OR LESS.

POINT OF BEGINNING THE EAST BOUNDARY OF SECTION 18



NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.

2. PAPER COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW. ELECTRONIC VERSIONS OF THIS DOCUMENT ARE NOT VALID UNLESS THEY CONTAIN AN ELECTRONIC SIGNATURE AS PROVIDED FOR BY CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.

3. BEARINGS SHOWN HEREON ARE BASED ON EAST BOUNDARY LINE OF SECTION 18. HAVING AN ASSUMED BEARING OF S00°29'29"W.

STANTEC CONSULTING SERVICES INC. CERTIFICATE OF AUTHORIZATION No.L.B.7866



SCALE: 1"=200'



NOT A SURVEY

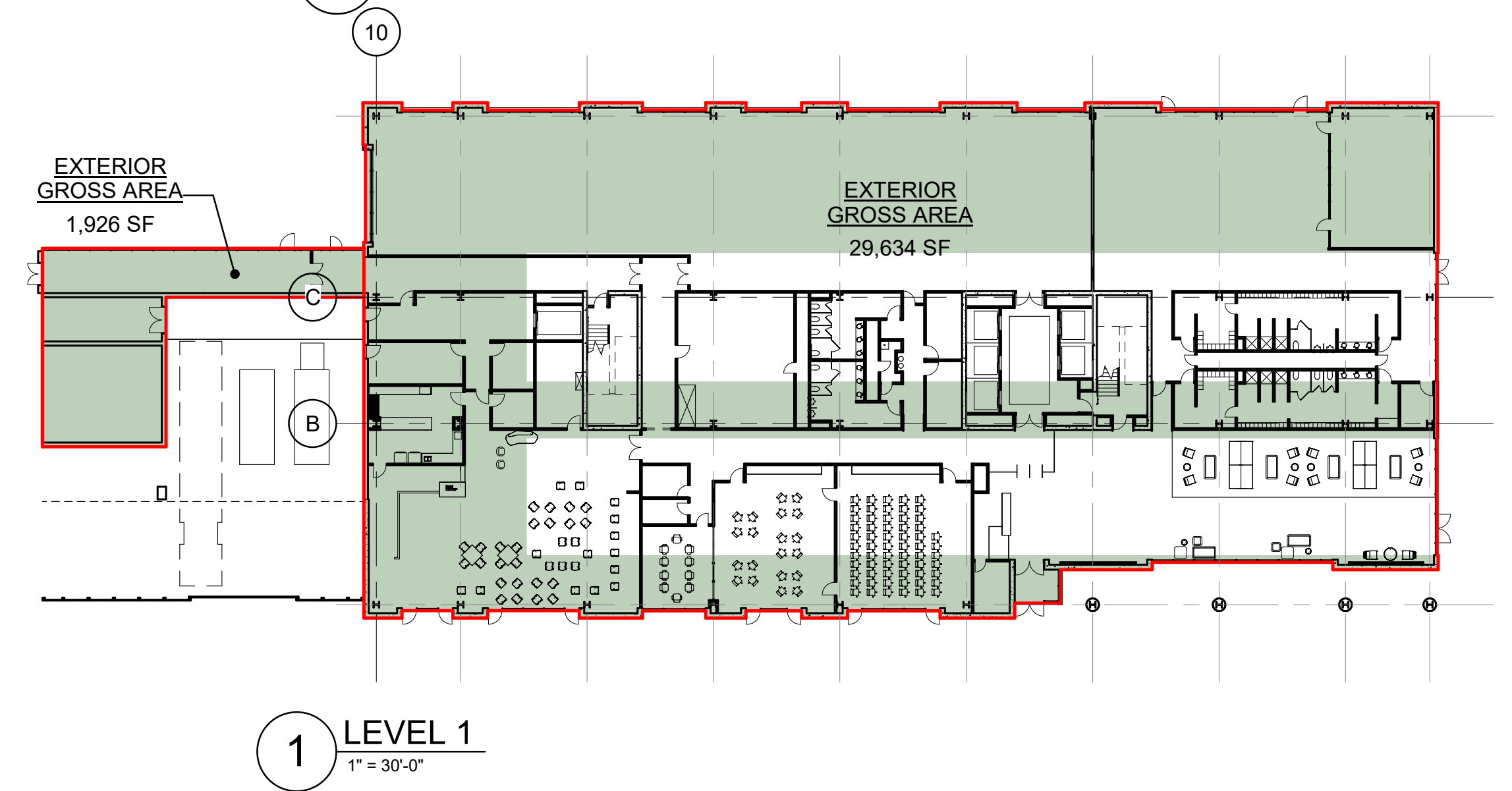
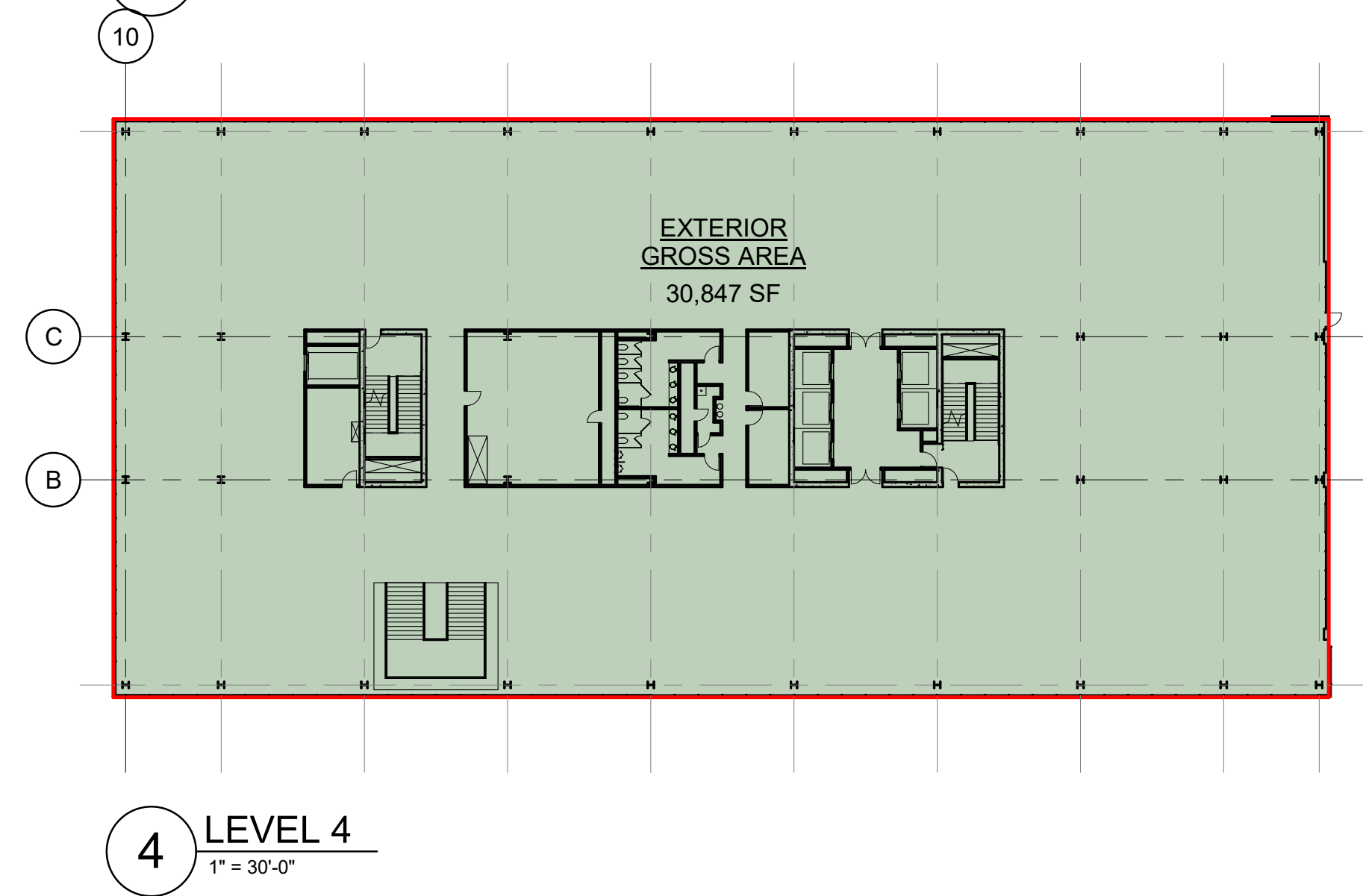
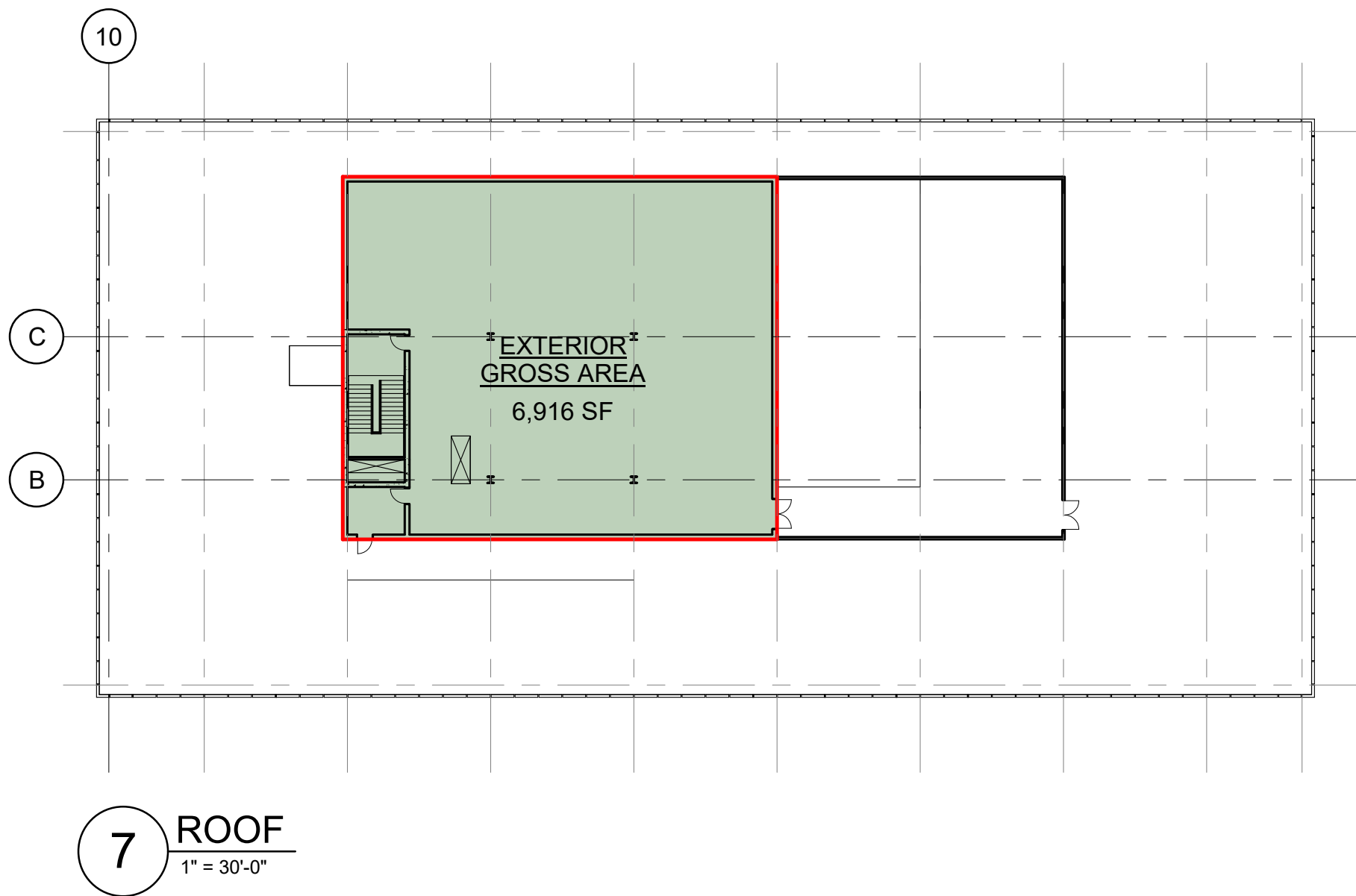
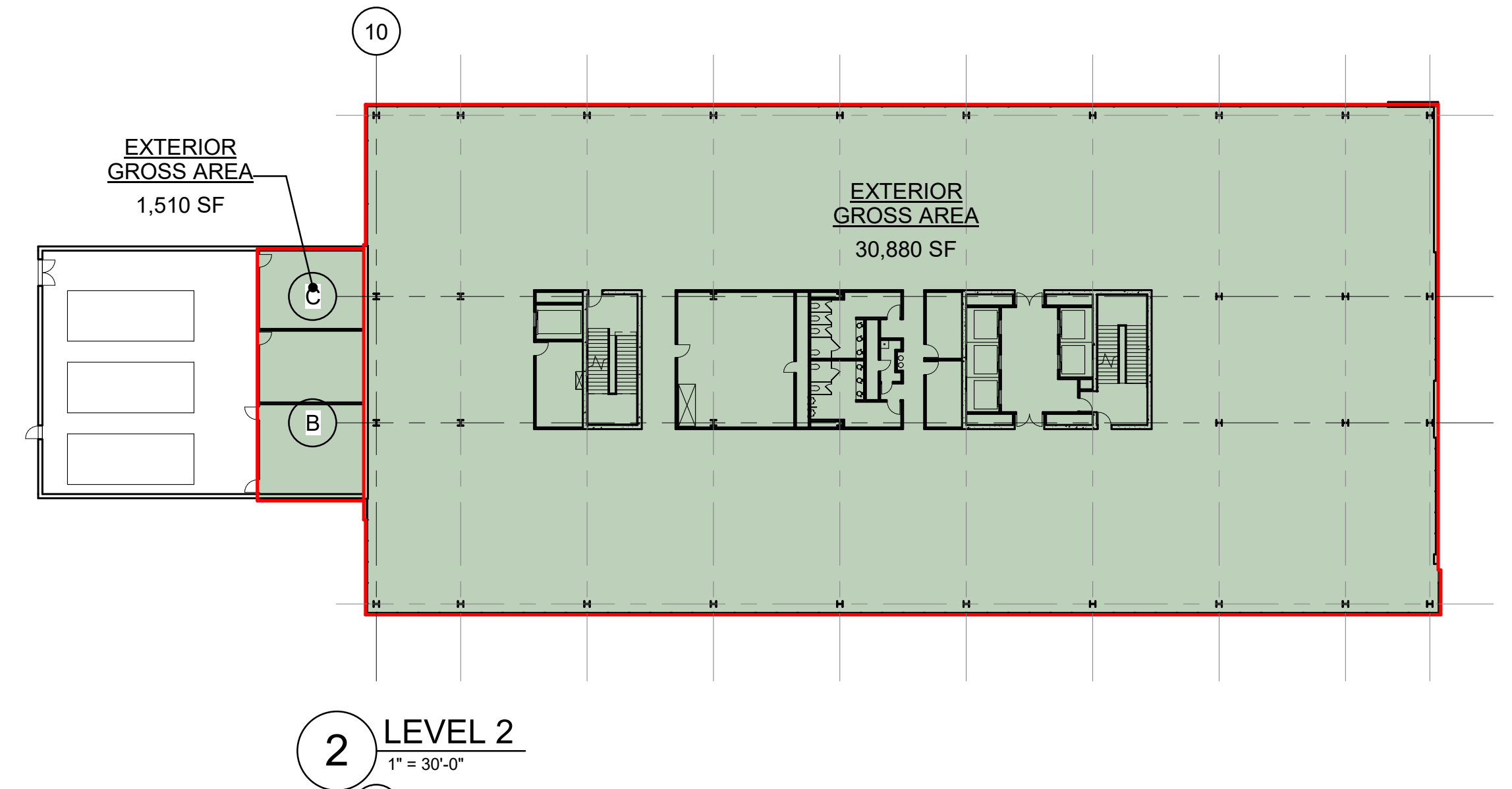
JAMES DARIN O'NEAL, PSM FLORIDA LICENSE No.L.S.5926

Save: 2/15/2018 11:18:49 AM DONEAL | Pldat: 2/15/2018 2:02:27 PM DONEAL | W:\2156\active\21561401\Survey\Drawings\sketch-and-legal\parcel_2.dwg\layout1

SCALE: 1"= 200'	<p>One Team. Infinite Solutions 777 S. Harbour Island Blvd. STE 800, Tampa, FL 33602 800.643.4336 • 813.223.9500 • F 813.223.0009 • www.Stantec.com</p>	TITLE PARCEL SKETCH & DESCRIPTION	PROJECT NO. 215613967
LEAD TECH. JDO		FROM SKYCENTER OFFICE	INDEX NO: PARCEL 2
SEC-TWP-RGE 18E-29S-18E	<p>Client: SkyCenter One Cafe Operator</p> <p>Sublease and Management Agreement</p>	CLIENT TAMPA INTERNATIONAL AIRPORT	DATE: 5/20/2018
REV NO. DATE	<p>Exhibit A - Base Lease</p>		SHEET NO: 2 OF 2

EXHIBIT A-1 - PREMISES AND DEEMED RENTABLE AREA

AREA SCHEDULE (EXTERIOR GROSS)		
Level	Name	Area
LEVEL 1	EXTERIOR GROSS AREA	29,634 SF
LEVEL 1	EXTERIOR GROSS AREA	1,926 SF
LEVEL 2	EXTERIOR GROSS AREA	30,880 SF
LEVEL 2	EXTERIOR GROSS AREA	1,510 SF
LEVEL 3	EXTERIOR GROSS AREA	30,847 SF
LEVEL 4	EXTERIOR GROSS AREA	30,847 SF
LEVEL 5	EXTERIOR GROSS AREA	30,102 SF
LEVEL 6	EXTERIOR GROSS AREA	30,918 SF
LEVEL 7	EXTERIOR GROSS AREA	30,918 SF
LEVEL 8	EXTERIOR GROSS AREA	30,918 SF
LEVEL 9	EXTERIOR GROSS AREA	30,918 SF
ROOF	EXTERIOR GROSS AREA	6,916 SF
		286,332 SF



Area Plans - Exterior Gross

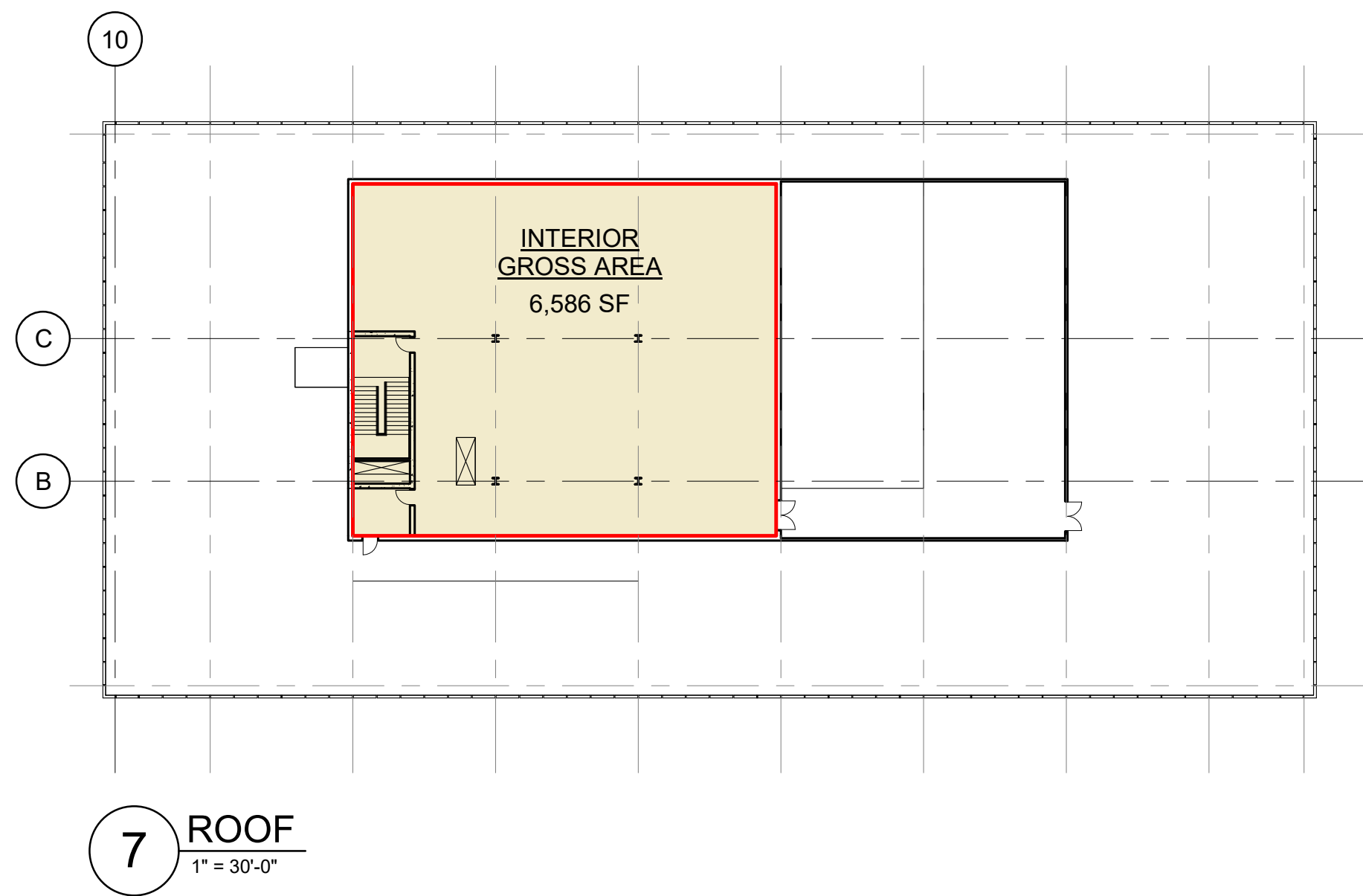
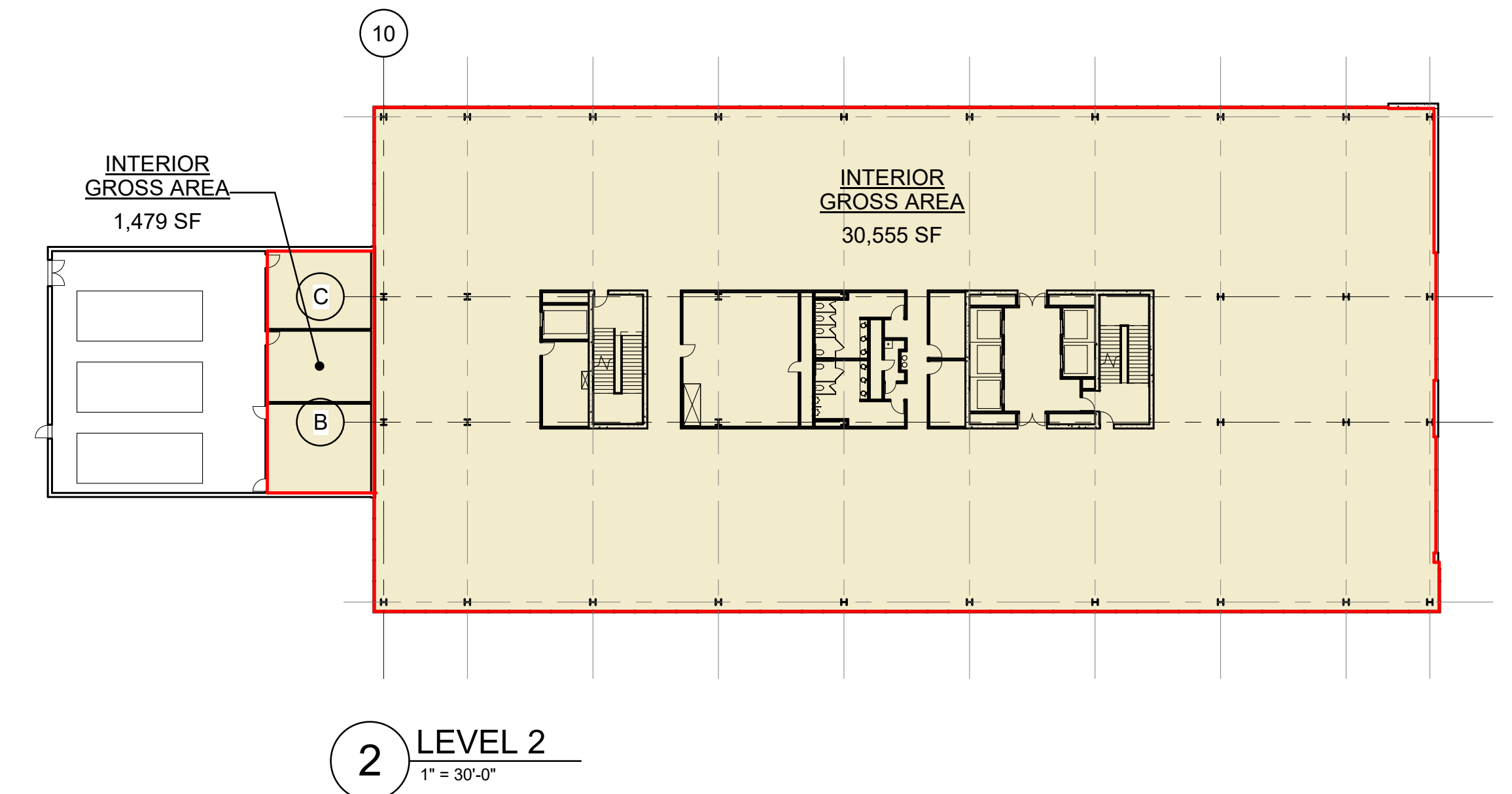
March 3, 2019

1" = 30'-0"

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

AREA SCHEDULE (INTERIOR GROSS)

Level	Name	Area
LEVEL 1	INTERIOR GROSS AREA	30,871 SF
LEVEL 2	INTERIOR GROSS AREA	32,034 SF
LEVEL 3	INTERIOR GROSS AREA	30,561 SF
LEVEL 4	INTERIOR GROSS AREA	30,561 SF
LEVEL 5	INTERIOR GROSS AREA	30,615 SF
LEVEL 6	INTERIOR GROSS AREA	30,667 SF
LEVEL 7	INTERIOR GROSS AREA	30,667 SF
LEVEL 8	INTERIOR GROSS AREA	30,667 SF
LEVEL 9	INTERIOR GROSS AREA	30,667 SF
ROOF	INTERIOR GROSS AREA	6,586 SF
		283,897 SF



Area Plans - Interior Gross

March 3, 2019

1" = 30'-0"

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

Occupant Area - (HCAA)		
Level	Name	Area
LEVEL 3	OCCUPANT AREA (HCAA)	26,793 SF
LEVEL 4	OCCUPANT AREA (HCAA)	26,793 SF
LEVEL 5	OCCUPANT AREA (HCAA)	26,847 SF
ROOF	OCCUPANT AREA (HCAA)	130 SF
		80,564 SF

Occupant Area - (HCAA) Additional Space		
Level	Name	Area
LEVEL 1	HCAA	7,862 SF
LEVEL 2	HCAA	339 SF
LEVEL 3	HCAA	339 SF
LEVEL 4	HCAA	339 SF
LEVEL 5	HCAA	339 SF
LEVEL 6	HCAA	339 SF
LEVEL 7	HCAA	339 SF
LEVEL 8	HCAA	339 SF
LEVEL 9	HCAA	339 SF
ROOF	HCAA	5,987 SF
		16,562 SF

Occupant Area (Single Tenant)		
Level	Name	Area
LEVEL 1	OCCUPANT AREA	6,849 SF
LEVEL 2	OCCUPANT AREA	26,788 SF
LEVEL 6	OCCUPANT AREA	26,900 SF
LEVEL 7	OCCUPANT AREA	26,900 SF
LEVEL 8	OCCUPANT AREA	26,900 SF
LEVEL 9	OCCUPANT AREA	26,900 SF
		141,235 SF

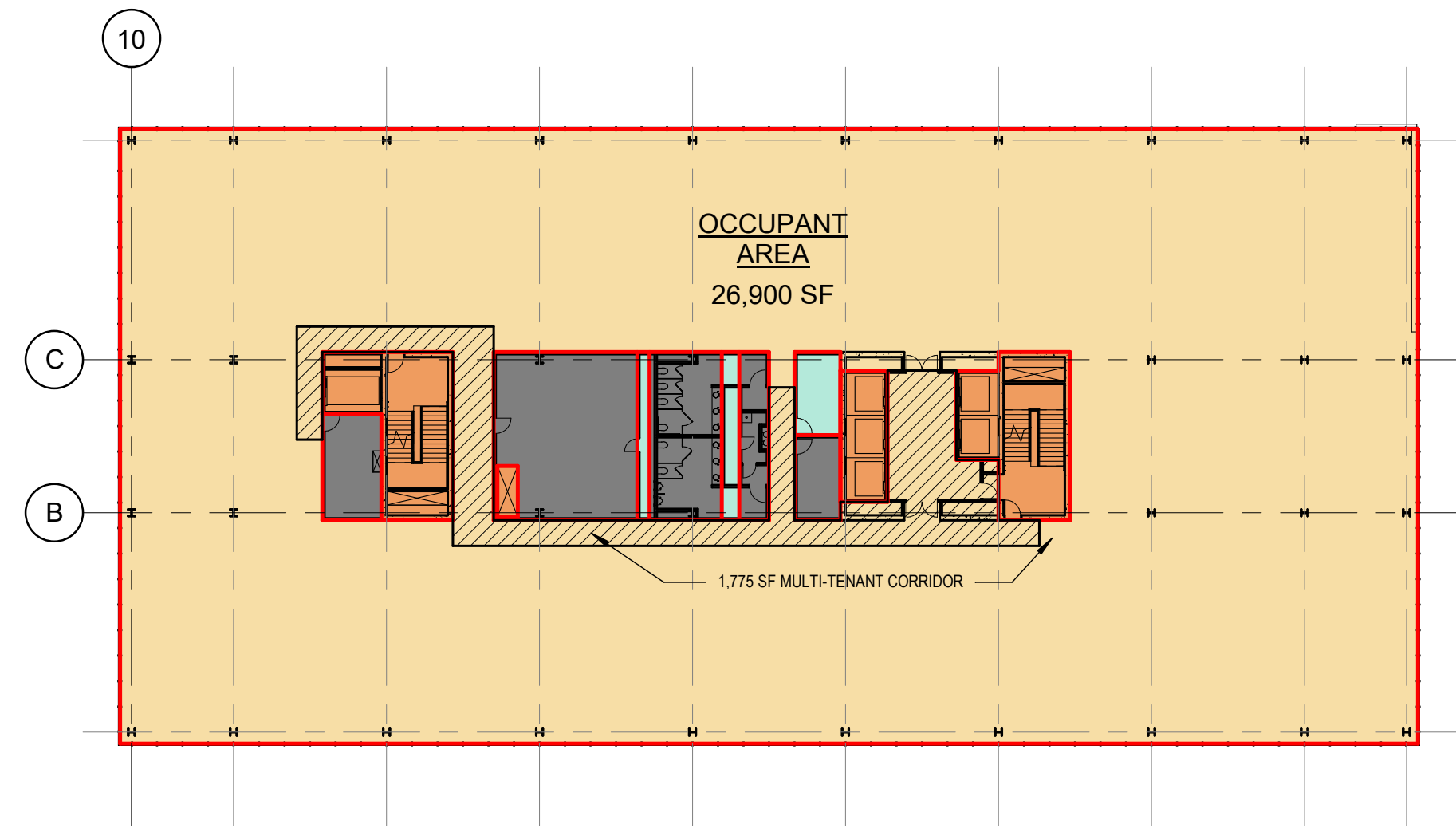
AREA SCHEDULE (BUILDING AMENITY)		
Level	Name	Area
LEVEL 1	BLDG. AMENITY	5,897 SF
		5,897 SF

NOTE: ALL DATA ABOVE IS BASED ON A SINGLE TENANT SCENARIO. MULTI-TENANT CORRIDOR NOT INCLUDED IN FLOOR SERVICE AREAS.

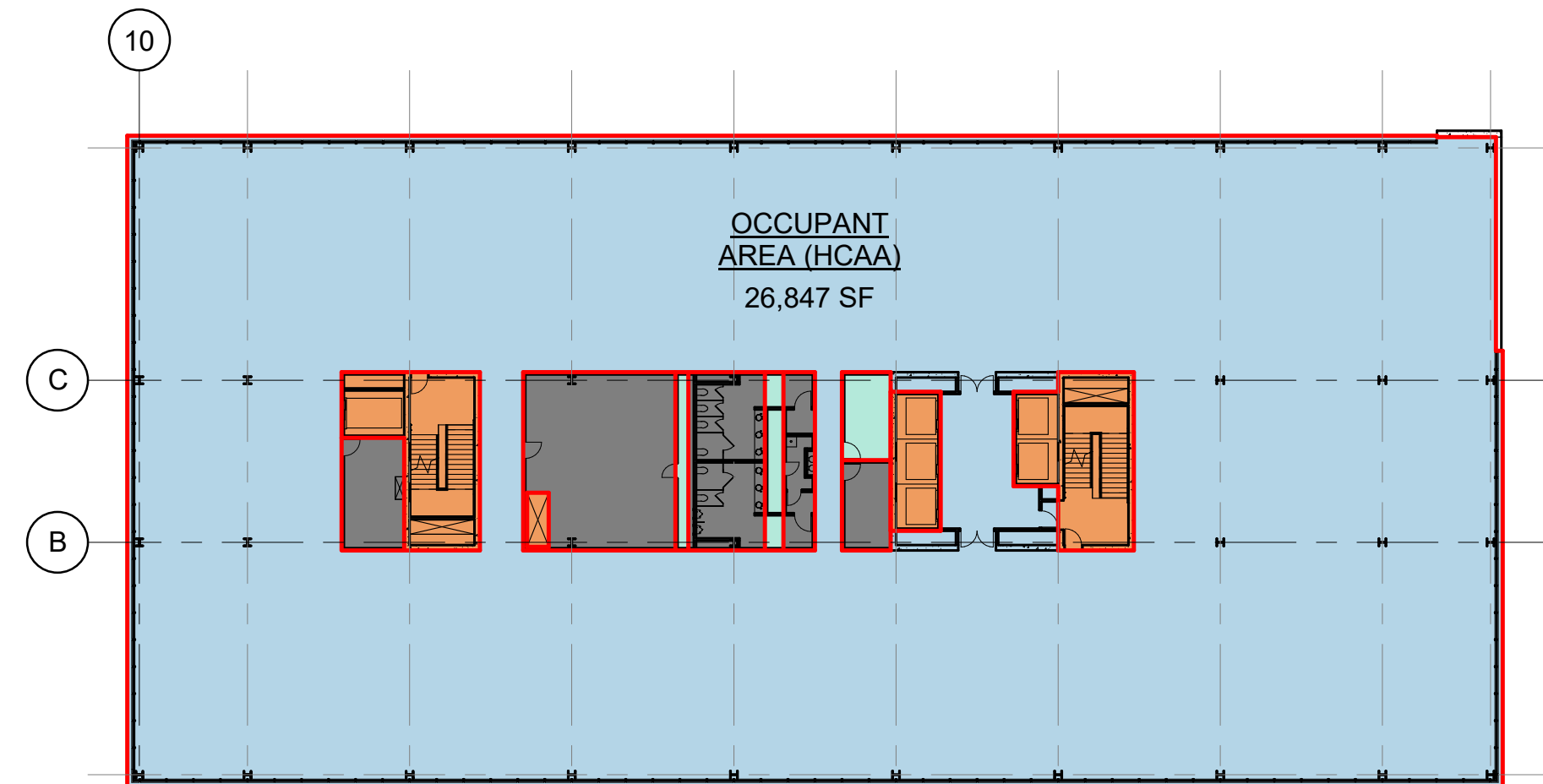
AREA SCHEDULE (FLOOR SERVICE)		
Level	Name	Area
LEVEL 1	FLR. SERVICE	3,597 SF
LEVEL 2	FLR. SERVICE	1,941 SF
LEVEL 3	FLR. SERVICE	1,941 SF
LEVEL 4	FLR. SERVICE	1,941 SF
LEVEL 5	FLR. SERVICE	1,941 SF
LEVEL 6	FLR. SERVICE	1,941 SF
LEVEL 7	FLR. SERVICE	1,941 SF
LEVEL 8	FLR. SERVICE	1,941 SF
LEVEL 9	FLR. SERVICE	1,941 SF
		19,127 SF

AREA SCHEDULE (VERTICAL PENETRATIONS)		
Level	Name	Area
LEVEL 2	MAJOR VERTICAL PENETRATIONS	1,487 SF
LEVEL 3	MAJOR VERTICAL PENETRATIONS	1,487 SF
LEVEL 4	MAJOR VERTICAL PENETRATIONS	1,487 SF
LEVEL 5	MAJOR VERTICAL PENETRATIONS	1,487 SF
LEVEL 6	MAJOR VERTICAL PENETRATIONS	1,487 SF
LEVEL 7	MAJOR VERTICAL PENETRATIONS	1,487 SF
LEVEL 8	MAJOR VERTICAL PENETRATIONS	1,487 SF
LEVEL 9	MAJOR VERTICAL PENETRATIONS	1,487 SF
ROOF	MAJOR VERTICAL PENETRATIONS	469 SF
		12,368 SF

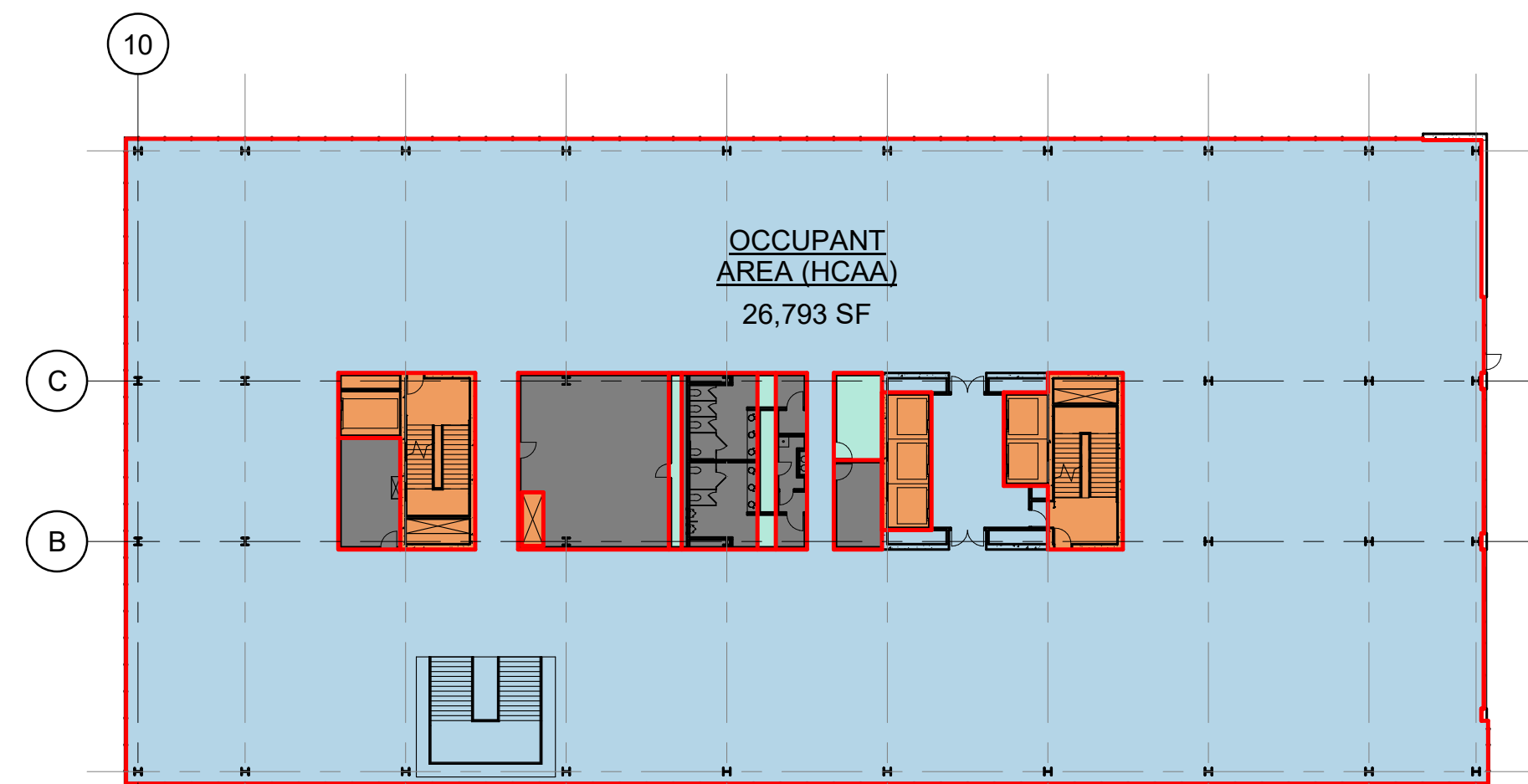
AREA SCHEDULE (BUILDING SERVICE)		
Level	Name	Area
LEVEL 1	BLDG. SERVICE	6,666 SF
LEVEL 2	BLDG. SERVICE	1,479 SF
		8,144 SF



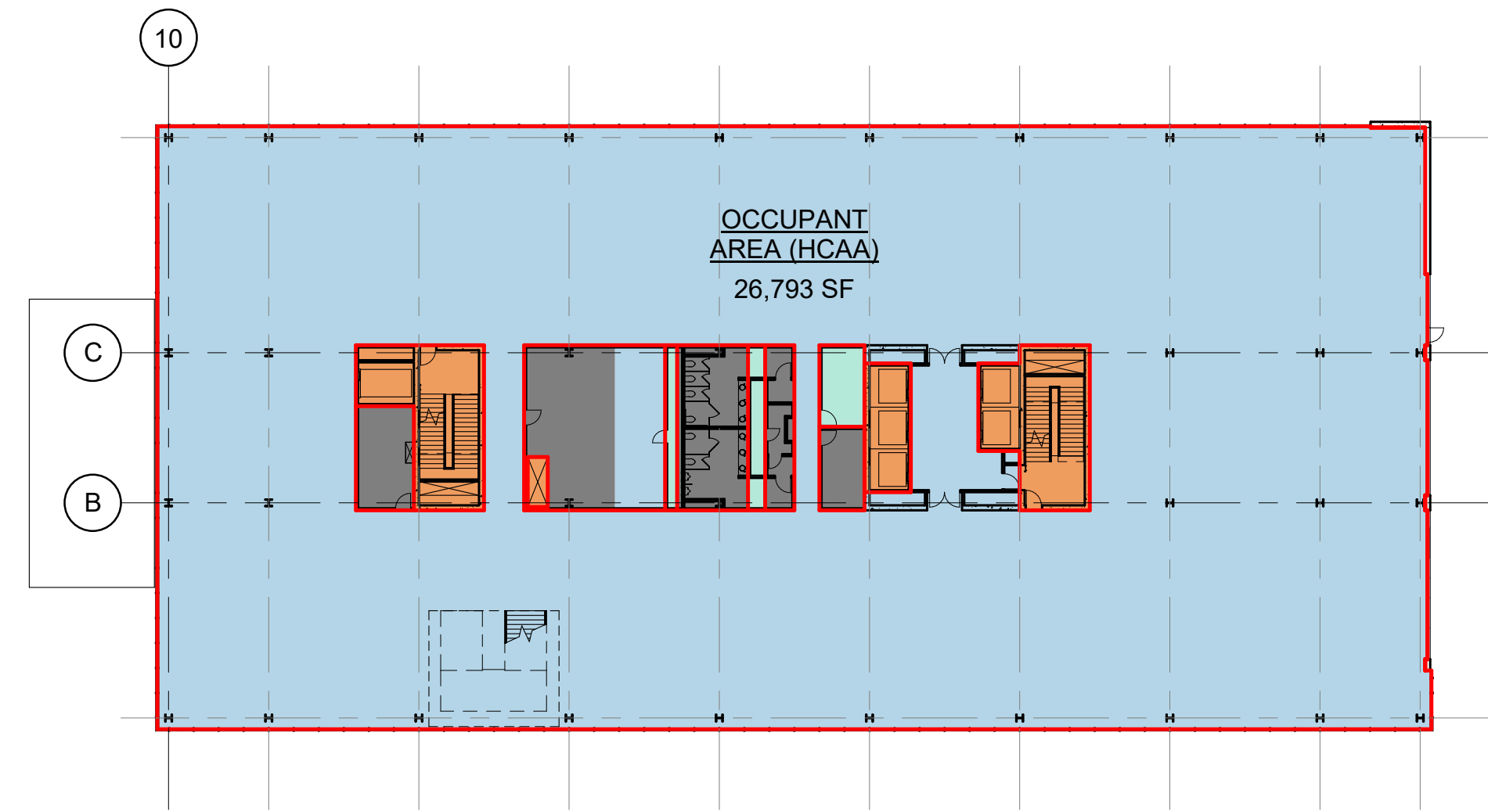
6 LEVELS 6-9
1" = 30'-0"



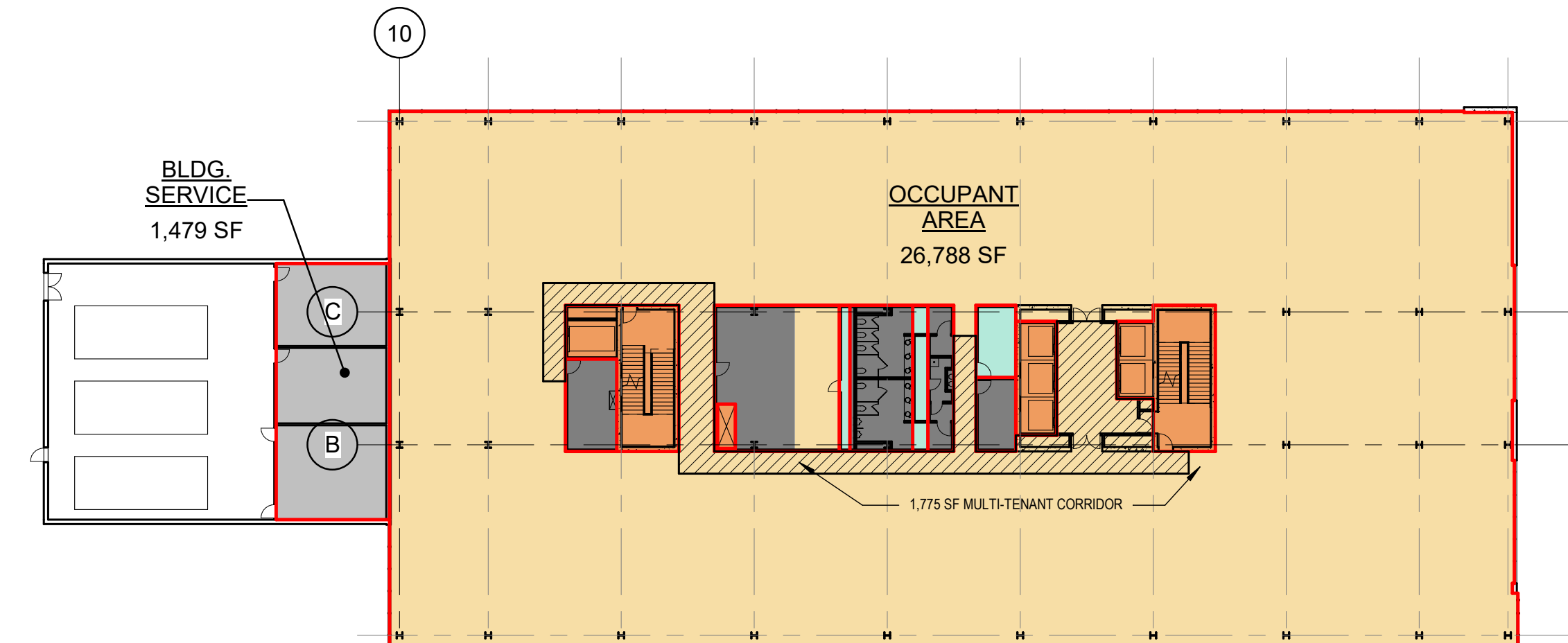
5 LEVEL 5
1" = 30'-0"



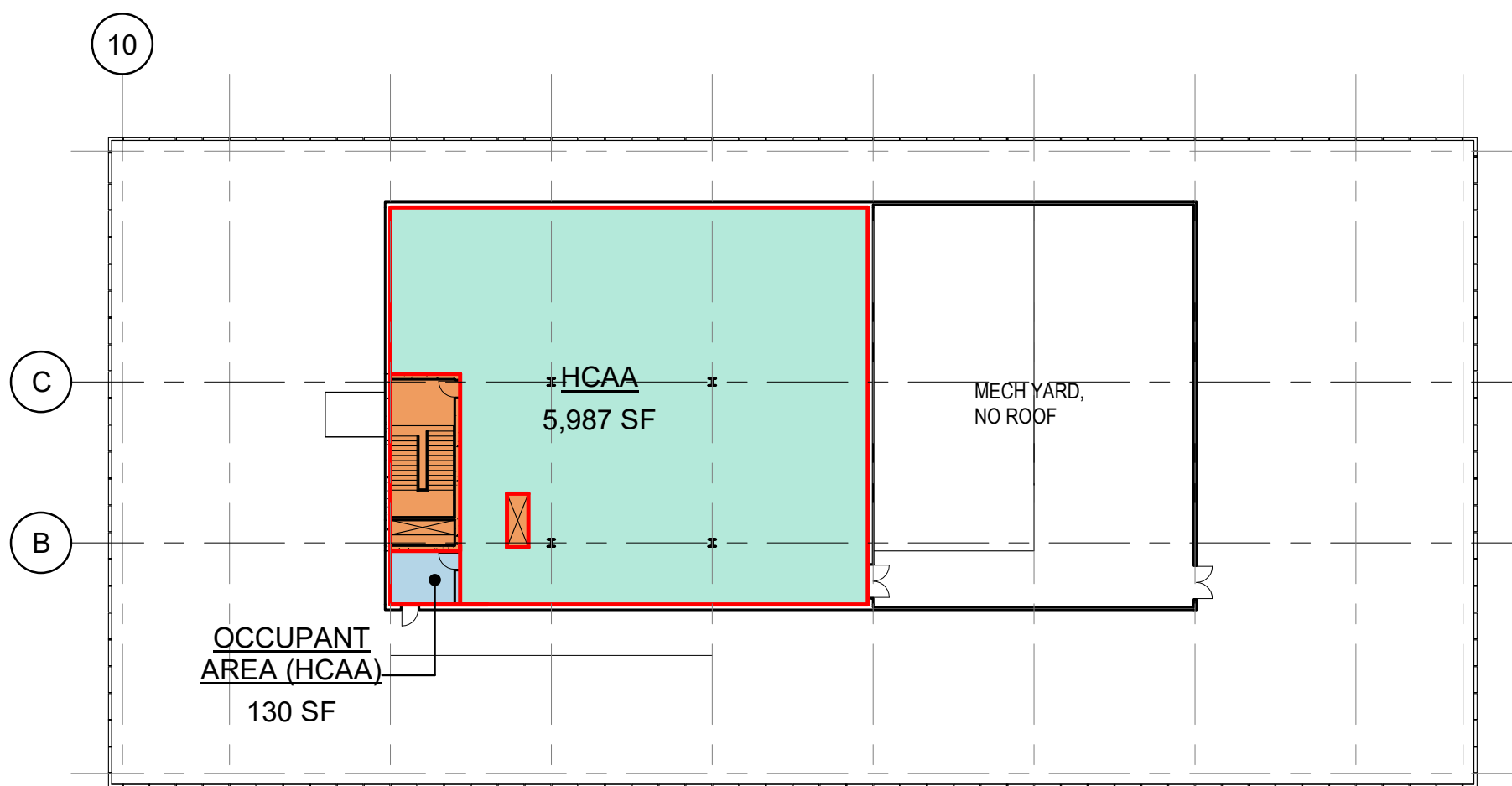
4 LEVEL 4
1" = 30'-0"



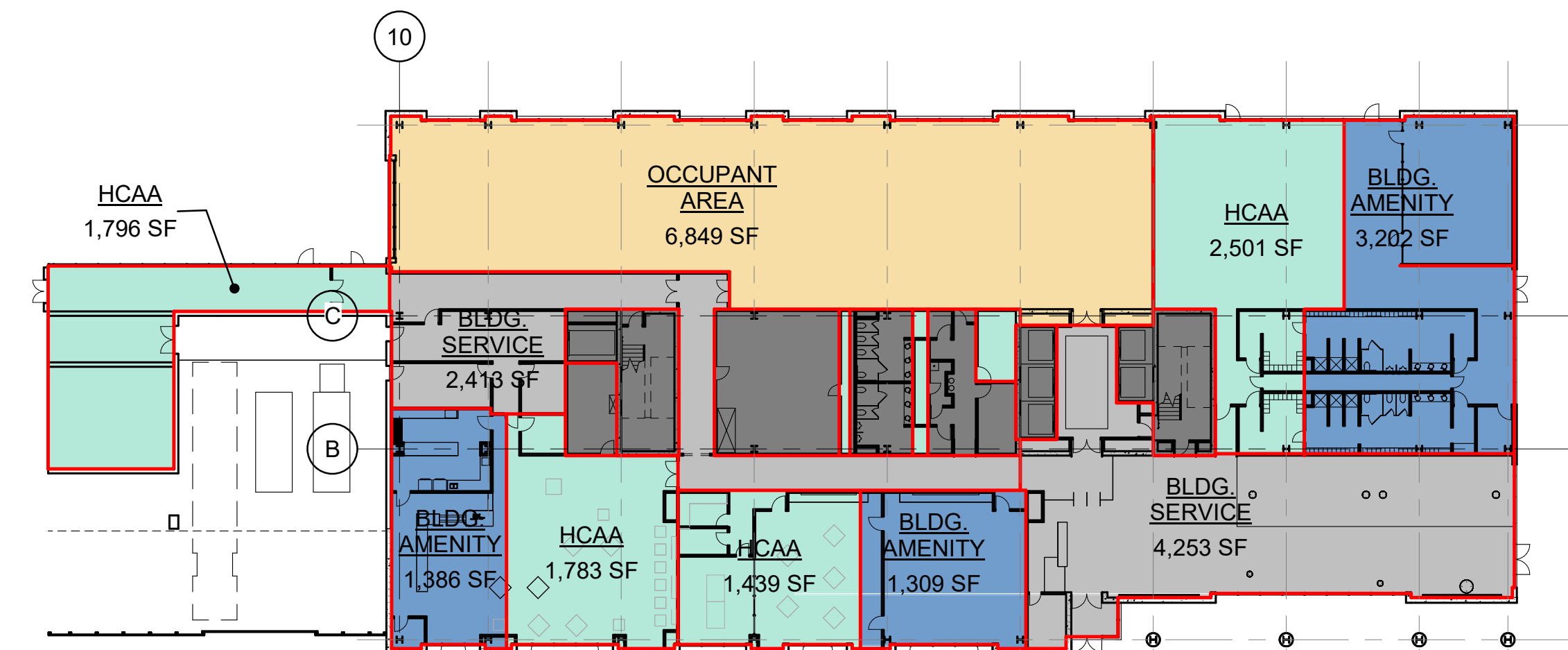
3 LEVEL 3
1" = 30'-0"



2 LEVEL 2
1" = 30'-0"



7 ROOF
1" = 30'-0"



1 LEVEL 1
1" = 30'-0"

Area Plans - Additional HCAA Area Illustration

March 3, 2019

1" = 30'-0"

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



DEVELOPMENT
TIA Office Building
ADDRESS
 BOMA 2017 Calculations - Current / Single Tenant
 Office Building: Standard Methods of Measurement- Method A
 3/8/2019

DEVELOPMENT																
TIA Office Building																
ADDRESS																
BOMA 2017 Calculations - Current / Single Tenant																
Office Building: Standard Methods of Measurement- Method A																
3/8/2019																
PRELIMINARY CALCULATIONS (NOT FOR LEASING)																
INTERMEDIATE ALLOCATIONS (NOT FOR LEASING)																
FINAL CALCULATIONS																
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
INPUT	MEASURE	MEASURE	MEASURE	MEASURE	=B-C-D-E	INPUT	MEASURE	MEASURE	=H+I	MEASURE	=F-J-K	=(J+L)/J	=H*M	=ΣF/ΣN	=M*O	=N*O or H*P
FLOOR LEVEL	INTERIOR GROSS AREA	MAJOR VERTICAL PENETRATIONS	PARKING	OCCUPANT STORAGE	PRELIMINARY FLOOR AREA	SPACE ID	OCCUPANT AREA	BUILDING AMENITY AREAS	USABLE AREA	BUILDING SERVICE AREAS	FLOOR SERVICE & AMENITY	R/U RATIO	OCCUPANT + ALLOCATED AREA (O)	R/O RATIO	LOAD FACTOR A	RENTABLE AREA
LEVEL 01 - Single	30871	0		0	30871	SEE PLAN	14711	5897	20608	6666	3597	1.17	17279	1.79	2.098	30871
LEVEL 02 - Multi	32034	1487		0	30547	SEE PLAN	25352	0	25352	1479	3716	1.15	29068	1.05	1.205	30547
LEVEL 03 - HCAA	30561	1487		0	29074	SEE PLAN	27132	0	27132	0	1942	1.07	29074	1.00	1.072	29074
LEVEL 04 - HCAA	30561	1487		0	29074	SEE PLAN	27132	0	27132	0	1942	1.07	29074	1.00	1.072	29074
LEVEL 05 - HCAA	30615	1487		0	29128	SEE PLAN	27186	0	27186	0	1942	1.07	29128	1.00	1.071	29128
LEVEL 06 - Multi	30667	1487		0	29180	SEE PLAN	25464	0	25464	0	3716	1.15	29180	1.00	1.15	29180
LEVEL 07 - Single	30667	1487		0	29180	SEE PLAN	27239	0	27239	0	1941	1.07	29180	1.00	1.07	29180
LEVEL 08 - Single	30667	1487		0	29180	SEE PLAN	27239	0	27239	0	1941	1.07	29180	1.00	1.07	29180
LEVEL 09 - Single	30667	1487		0	29180	SEE PLAN	27239	0	27239	0	1941	1.07	29180	1.00	1.07	29180
ROOF	6586	469		0	6117	SEE PLAN	6117	0	6117	0	0	1.00	6117	1.00	1.00	6117
BUILDING TOTALS (Σ)	283896	12365		0	271531		234811	5897	240708	8145	22678	1.09	256933	1.06	1.156	271531
RENTABLE AREA / INTERIOR GROSS	95.64%															

FLOOR LEVEL	Rentable Area of Premises	Allocated Rentable Area	Total Deemed Rentable Area
LEVEL 01	0	7862	6849
LEVEL 02	0	339	25013
LEVEL 03	26793	339	0
LEVEL 04	26793	339	0
LEVEL 05	26847	339	0
LEVEL 06	0	339	25125
LEVEL 07	0	339	26900
LEVEL 08	0	339	26900
LEVEL 09	0	339	26900
ROOF	130	5987	0
BUILDING TOTALS	80563	16561	137687
Totals with Load Factor	93163	19149	112312

EXHIBIT B

WORK LETTER

This Work Letter (this "Work Letter") is made and entered into as of the [____] day of [____], 20[___], by and between [____], a [____] ("Landlord"), and [____], a [____] ("Tenant"), and is attached to and made a part of that certain Lease dated as of [____], 20[___] (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Lease"), by and between Landlord and Tenant for the Premises located at [____]. All capitalized terms used but not otherwise defined herein shall have the meanings given them in the Lease.

1. General Requirements.

1.1. Authorized Representatives.

(a) Landlord designates, as Landlord's authorized representative ("Landlord's Authorized Representative"), (i) Terry Lowrey as the person authorized to initial plans, drawings, approvals and to sign change orders pursuant to this Work Letter and (ii) Dave Harrison, an officer of Landlord who is the person authorized to sign any amendments to this Work Letter or the Lease. Tenant shall not be obligated to respond to or act upon any such item until such item has been initialed or signed (as applicable) by the appropriate Landlord's Authorized Representative. Landlord may change either Landlord's Authorized Representative upon one (1) business day's prior written notice to Tenant.

(b) Tenant designates [____] ("Tenant's Authorized Representative") as the person authorized to initial and sign all plans, drawings, change orders and approvals pursuant to this Work Letter. Landlord shall not be obligated to respond to or act upon any such item until such item has been initialed or signed (as applicable) by Tenant's Authorized Representative. Tenant may change Tenant's Authorized Representative upon one (1) business day's prior written notice to Landlord.

1.2. Schedule. The schedule for design and development of the Tenant Improvements, including the time periods for preparation and review of construction documents, approvals and performance, shall be in accordance with a schedule to be mutually agreed to by Landlord and Tenant (the "Schedule"). Tenant shall prepare the Schedule so that it is a reasonable schedule for the completion of the Tenant Improvements. As soon as the Schedule is completed, Tenant shall deliver the same to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such Schedule shall be approved or disapproved by Landlord within ten (10) business days after delivery to Landlord. Landlord's failure to respond within such ten (10) business day period shall be deemed approval of the Schedule by Landlord. If Landlord disapproves the Schedule, then Landlord shall notify Tenant in writing of its objections to such Schedule, and the Parties shall confer and negotiate in good faith to reach agreement on the Schedule. The Schedule shall be subject to adjustment as mutually agreed upon in writing by the Parties, or as provided in this Work Letter.

1.3. Tenant's Architects, Contractors and Consultants. The architect, engineering consultants, design team, general contractor and subcontractors responsible for the construction of the Tenant Improvements shall be selected by Tenant.

2. Tenant Improvements. All Tenant Improvements shall be performed by Tenant's contractor, at Tenant's sole cost and expense and in substantial accordance with the Approved Plans (as defined below), the Lease and this Work Letter. All material and equipment furnished by Tenant or its contractors as the Tenant Improvements shall be new or "like new;" the Tenant Improvements shall be performed in a first-class, workmanlike manner; and the quality of the Tenant Improvements shall be of a nature and character not less than a Class A office building in Tampa, FL. All Tenant Improvements shall be performed in accordance with the provisions of the Lease; provided that, notwithstanding anything in the Lease or this Work Letter to the contrary, in the event of a conflict between this Work Letter and the Lease, the terms of this Work Letter shall govern.

2.1. Work Plans. Tenant shall prepare and submit to Landlord for approval schematics covering the Tenant Improvements prepared in conformity with the applicable provisions of this Work Letter (the "Draft Schematic Plans"). The Draft Schematic Plans shall contain sufficient information and detail to accurately describe the proposed design to Landlord. Landlord shall notify Tenant in writing within fifteen (15) business days after receipt of the Draft Schematic Plans whether Landlord approves or objects to the Draft Schematic Plans and of the manner, if any, in which the Draft Schematic Plans are unacceptable. Landlord's failure to respond within such fifteen (15) business day period shall be deemed approval of the Draft Schematic Plans by Landlord. If Landlord reasonably objects to the Draft Schematic Plans, then Tenant shall revise the Draft Schematic Plans and cause Landlord's objections to be remedied in the revised Draft Schematic Plans. Tenant shall then resubmit the revised Draft Schematic Plans to Landlord for approval, such approval not to be unreasonably withheld, conditioned or delayed. Landlord's approval of or objection to the revised Draft Schematic Plans and Tenant's correction of the same shall be in accordance with this Section until Landlord has approved the Draft Schematic Plans in writing or been deemed to have approved them. The iteration of the Draft Schematic Plans that is approved or deemed approved by Landlord without objection shall be referred to herein as the "Approved Schematic Plans."

2.2. Construction Plans. Tenant shall prepare final plans and specifications for the Tenant Improvements that (a) are consistent with and are logical evolutions of the Approved Schematic Plans and (b) incorporate any other Tenant-requested (and Landlord-approved) Changes (as defined below). As soon as such final plans and specifications ("Construction Plans") are completed, Tenant shall deliver the same to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such Construction Plans shall be approved or disapproved by Landlord within fifteen (15) business days after delivery to Landlord. Landlord's failure to respond within such fifteen (15) business day period shall be deemed approval of such Construction Plans by Landlord. If the Construction Plans are disapproved by Landlord, then Landlord shall notify Tenant in writing of its reasonable objections to such Construction Plans, and the Parties shall confer and negotiate in good faith to reach agreement on the Construction Plans. Promptly after the Construction Plans are approved by Landlord and Tenant, two (2) copies of such Construction Plans shall be initialed and dated by Landlord and

Tenant, and Tenant shall promptly submit such Construction Plans to all appropriate Governmental Authorities for approval. The Construction Plans so approved, and all change orders specifically permitted by this Work Letter, are referred to herein as the “Approved Plans.”

2.3. Changes to the Tenant Improvements. Any changes to the Approved Plans (each, a “Change”) shall be requested and instituted in accordance with the provisions of this Article 2 and shall be subject to the written approval of the non-requesting party in accordance with this Work Letter.

(a) Change Request. Tenant may request Changes after Landlord approves the Approved Plans by notifying Landlord thereof in writing in substantially the same form as the AIA standard change order form (a “Change Request”), which Change Request shall detail the nature and extent of any requested Changes, including (a) the Change, (b) the party required to perform the Change, and (c) any modification of the Approved Plans and the Schedule, as applicable, necessitated by the Change. If the nature of a Change requires revisions to the Approved Plans, then Tenant shall be solely responsible for the cost and expense of such revisions and any increases in the cost of the Tenant Improvements as a result of such Change. Change Requests shall be signed by the requesting party’s Authorized Representative.

(b) Approval of Changes. All Change Requests shall be subject to the other party’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. The non-requesting party shall have five (5) business days after receipt of a Change Request to notify the requesting party in writing of the non-requesting party’s decision either to approve or object to the Change Request. The non-requesting party’s failure to respond within such five (5) business day period shall be deemed approval of such Change Request by the non-requesting party.

(c) Quality Control Program; Coordination. Tenant shall provide Landlord with information regarding the following (together, the “QCP”): (a) the general contractor’s quality control program and (b) evidence of subsequent monitoring and action plans. The QCP shall be subject to Landlord’s reasonable review and approval and shall specifically address the Tenant Improvements. Tenant shall ensure that the QCP is regularly implemented on a scheduled basis and shall provide Landlord with reasonable prior notice and access to attend all inspections and meetings between Tenant and its general contractor. At the conclusion of the Tenant Improvements, Tenant shall deliver the quality control log to Landlord, which shall include all records of quality control meetings and testing and of inspections held in the field, including inspections relating to concrete, steel roofing, piping pressure testing and system commissioning.

3. Requests for Consent. Except as otherwise provided in this Work Letter, Landlord shall respond to all requests for consents, approvals or directions made by Tenant pursuant to this Work Letter within five (5) days following Landlord’s receipt of such request. Landlord’s failure to respond within such five (5) day period shall be deemed approval by Landlord.

4. Construction Coordination.

(a) Existing Conditions. Landlord's Authorized Representative, Landlord's contractor and Tenant's Authorized Representative shall develop an outline list of existing conditions before Tenant, its agents, employees or contractor are allowed access to the Premises.

(b) Coordination of Work. Tenant's Authorized Representative will be required to work through Landlord's Authorized Representative to coordinate with Landlord's contractor and Landlord on all on-site activities whether such activities occur inside or outside of the Premises; notwithstanding such coordination, it is expressly understood and agreed that construction of the Base Building Work shall have priority.

(c) No Interference. None of Tenant (including Tenant's Authorized Representative), its consultants, contractor or subcontractors shall be entitled or permitted to undertake or perform any act or do anything which would adversely impact the construction of the Base Building Work in the Building, and any actual delay in completion of the Base Building Work resulting from such actions shall be deemed to be Tenant Delay (as hereinafter defined), and Tenant shall be responsible for all actual reasonable costs and expenses (that would not have otherwise been incurred) to the extent arising therefrom. If Landlord determines, in its sole reasonable discretion, that Tenant (including Tenant's Authorized Representative), its consultants, contractors or subcontractors is interfering with or adversely impacting the Base Building Work, then Landlord shall notify Tenant or Tenant's Authorized Representative thereof, and Tenant shall promptly eliminate such interference or adverse impact. In the event such interference or adverse impact does not so cease, at Landlord's option, any portion of the rights of access granted pursuant to this Section 4(c) may be suspended until such time as Landlord determines, in its sole but reasonable judgment, that such rights shall be reinstated; provided that access shall be reinstated at such time that Tenant shall have eliminated such interference or adverse impact or upon the progress of construction of the Base Building Work to the point that Tenant's actions no longer interfere.

(d) Staging and Materials. All staging of materials and making of deliveries of materials and equipment to the Premises, including use of the elevators or material hoist, must be scheduled and coordinated through Landlord's Authorized Representative or Landlord's contractor.

(e) Control of Site. Tenant acknowledges, understands and agrees that, during the period prior to Substantial Completion of the Base Building Work, Landlord and Landlord's contractor shall have full authority and discretionary control (exercised in a reasonable, customary and, among subcontractors not working for Landlord's contractor, non-discriminatory manner, and at all times in accordance with good construction practices) over all of Tenant's, Tenant's Authorized Representative's and Tenant's contractor's and its subcontractors' activities inside and outside of the Premises which are in and about the Building and the Project including within loading and unloading areas or road and sidewalk closures maintained by Landlord's contractor.

(f) Work Rules and Coordination. Landlord will direct its contractor constructing the Base Building Work to work harmoniously with Tenant's contractor and its subcontractors to not materially impede the work being performed by each party, including the storage of tools and materials, labor unrest or jurisdictional disputes or any other things that may prevent or delay completion of the Base Building Work or the Tenant Improvements. Landlord shall direct its contractor to cooperate with Tenant's contractor in scheduling access to and work in the Premises. If Landlord reasonably determines that the work being performed by (or the manner in which the same is being performed) Tenant's contractor or any of its subcontractors, agents or employees is delaying substantial completion of the Base Building Work, then Landlord will notify Tenant in writing or orally thereof and Tenant must reasonably cooperate with Landlord to eliminate such delay. Landlord's contractor will have reasonable access to the Premises during the course of Tenant's construction of the Tenant Improvements in connection with the construction of the Base Building Work and will, in course of such entry, exercise reasonable efforts not to delay or materially interfere with any work being performed in the Premises by the Tenant's contractor if practicable based on the nature of the work being performed by Landlord.

5. Miscellaneous.

5.1 Incorporation of Lease Provisions. The terms of the Lease are incorporated into this Work Letter by reference, and shall apply to this Work Letter in the same way that they apply to the Lease.

5.2. General. Except as otherwise set forth in the Lease or this Work Letter, this Work Letter shall not apply to improvements performed in any additional premises added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise; or to any portion of the Premises or any additions to the Premises in the event of a renewal or extension of the original Term, whether by any options under the Lease or otherwise, unless the Lease or any amendment or supplement to the Lease expressly provides that such additional premises are to be delivered to Tenant in the same condition as the initial Premises.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter to be effective on the date first above written.

LANDLORD:

[____],
a [_____]

By: _____
Name: _____
Title: _____

TENANT:

[____],
a [_____]

By: _____
Name: _____
Title: _____

EXHIBIT B-1

TENANT WORK INSURANCE SCHEDULE

Tenant shall be responsible for requiring all of Tenant contractors performing construction or renovation work at the Premises to purchase and maintain such insurance as is consistent with Tenant's minimum standard contractor insurance. Tenant shall require all contractors performing construction or renovation work at the Premises to provide additional insured status and waivers of subrogation to protect the Landlord Parties to the same extent that Tenant is protected by such additional insured coverage and waivers of subrogation.

THIS ACKNOWLEDGEMENT OF TERM COMMENCEMENT DATE AND TERM EXPIRATION DATE is entered into as of [____], 20[___], with reference to that certain Lease (the "Lease") dated as of [____], 20[___], by [____], a [____] ("Tenant"), in favor of [LANDLORD], a [Delaware] limited [liability company] [OR][partnership] ("Landlord"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Lease.

Tenant hereby confirms the following:

1. [Tenant accepted possession of the Premises for use in accordance with the Permitted Use on [____], 20[___]. Tenant first occupied the Premises for the Permitted Use on [____], 20[___].][OR][Tenant accepted possession of the Premises for construction of improvements or the installation of personal or other property on [____], 20[___], and for use in accordance with the Permitted Use on [____], 20[___]. Tenant first occupied the Premises for the Permitted Use on [____], 20[___].]

2. The Premises are in good order, condition and repair.

3. The Tenant Improvements are Substantially Complete.

4. In accordance with the provisions of Article 4 of the Lease, the Term Commencement Date is [____], 20[___], and, unless the Lease is terminated prior to the Term Expiration Date pursuant to its terms, the Term Expiration Date shall be [____], 20[___].

5. The Lease is in full force and effect, and the same represents the entire agreement between Landlord and Tenant concerning the Premises [, except [____]].

6. The obligation to pay Rent is presently in effect and all Rent obligations on the part of Tenant under the Lease commenced to accrue on [____], 20[___], with Base Rent payable on the dates and amounts set forth in the chart below:

<u>Dates</u>	<u>Approximate Square Feet of Rentable Area</u>	<u>Base Rent per Square Foot of Rentable Area</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>
[]/[]/[]- []/[]/[]	[]	[\$[____] monthly	[]	[]

7. The undersigned Tenant has not made any prior assignment, transfer, hypothecation or pledge of the Lease or of the Rents thereunder or sublease of the Premises or any portion thereof.

IN WITNESS WHEREOF, Tenant has executed this Acknowledgment of Term Commencement Date and Term Expiration Date as of the date first written above.

TENANT:

[_____] ,
a [_____]

By: _____

Name: _____

Title: _____



12.5.A - BUILDING DROP OFF

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - BUILDING ENTRY

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.A - BUILDING OVERVIEW

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - BUILDING LOBBY

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.A - CAFE PLAZA

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.A - TRANSIT DROP OFF

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





12.5.A - FITNESS PLAZA

MARCH 8, 2019

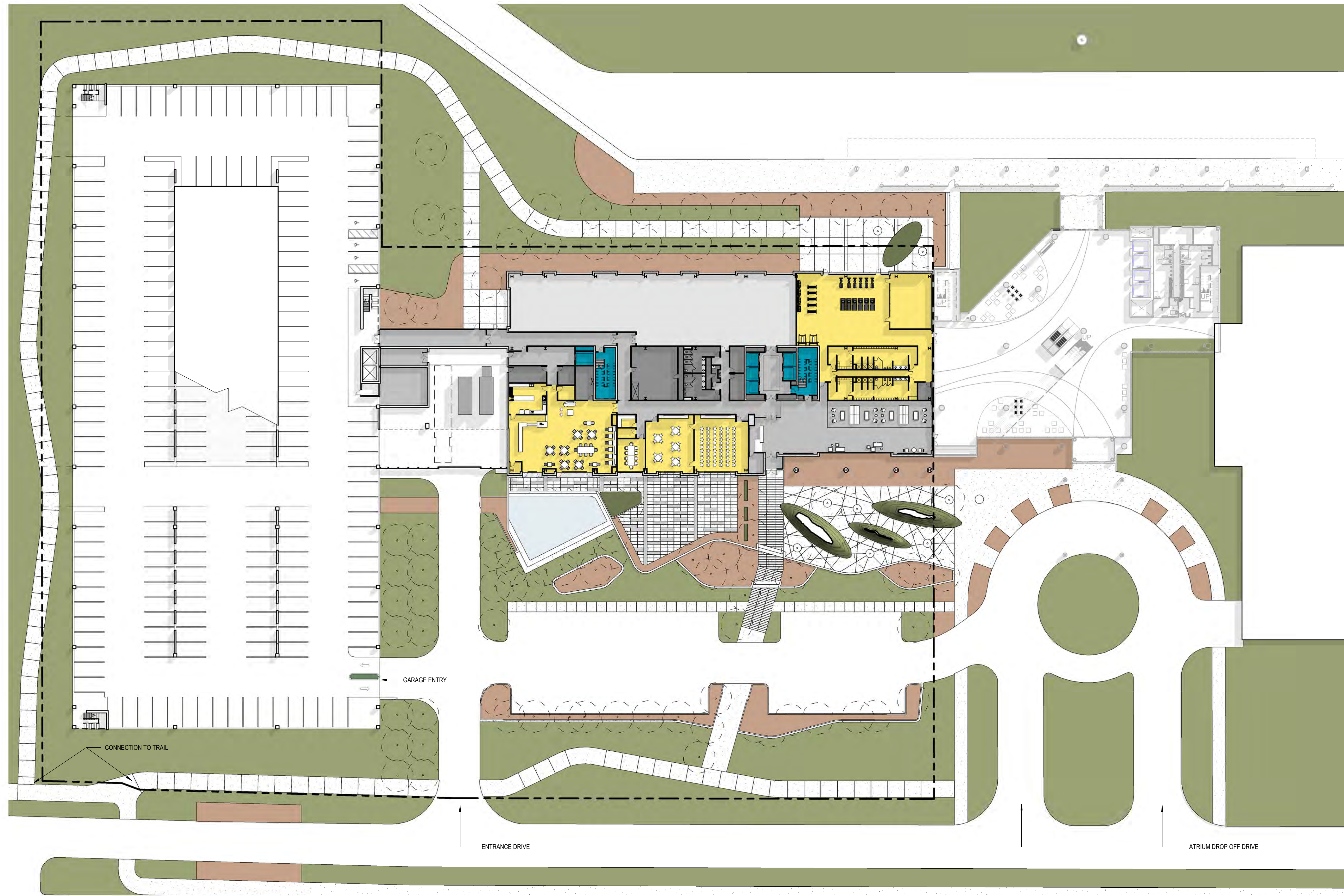
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.A - SITE OVERVIEW

MARCH 8, 2019

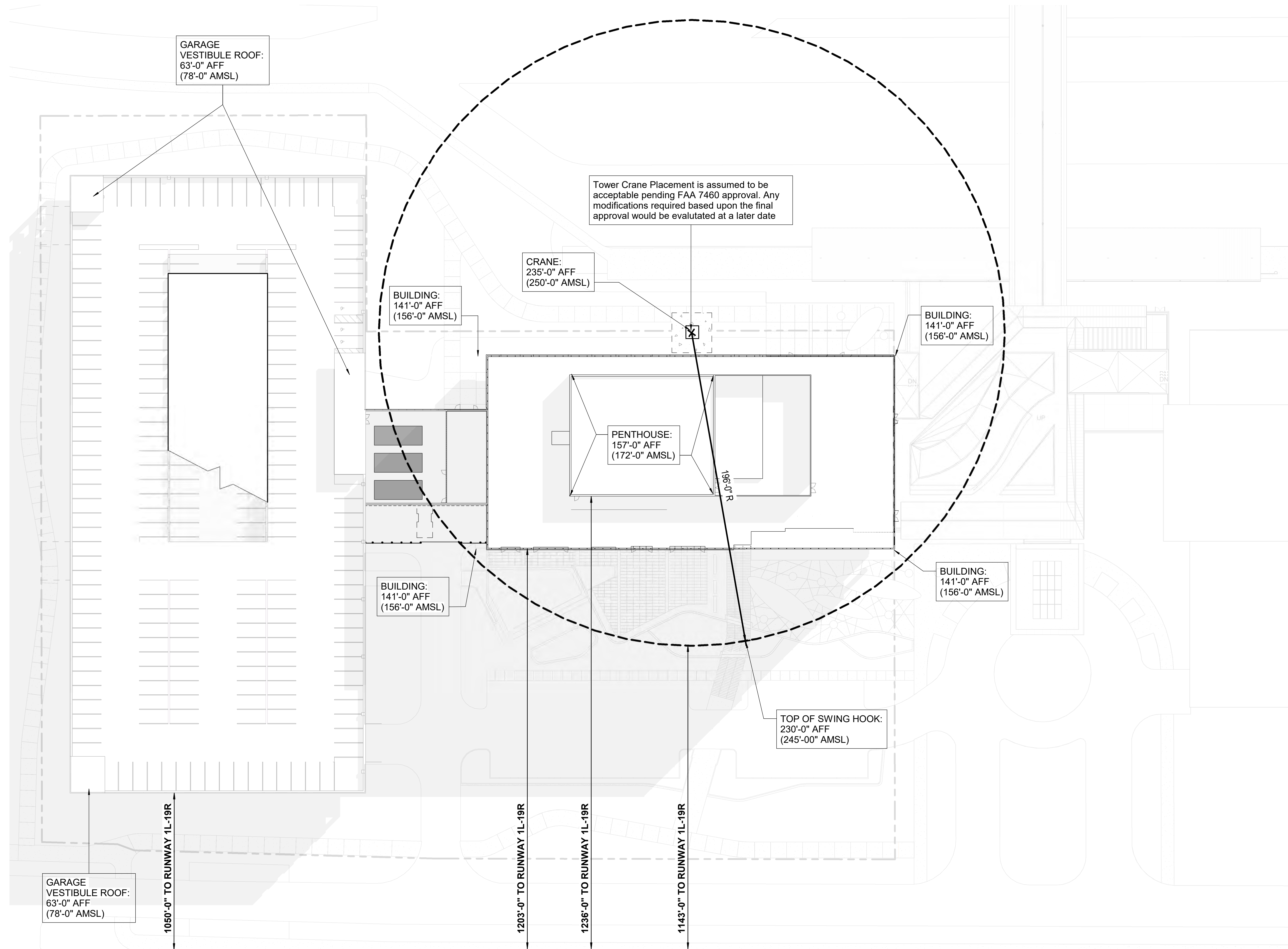
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.B - Site Plan

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.C - Site Plan

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

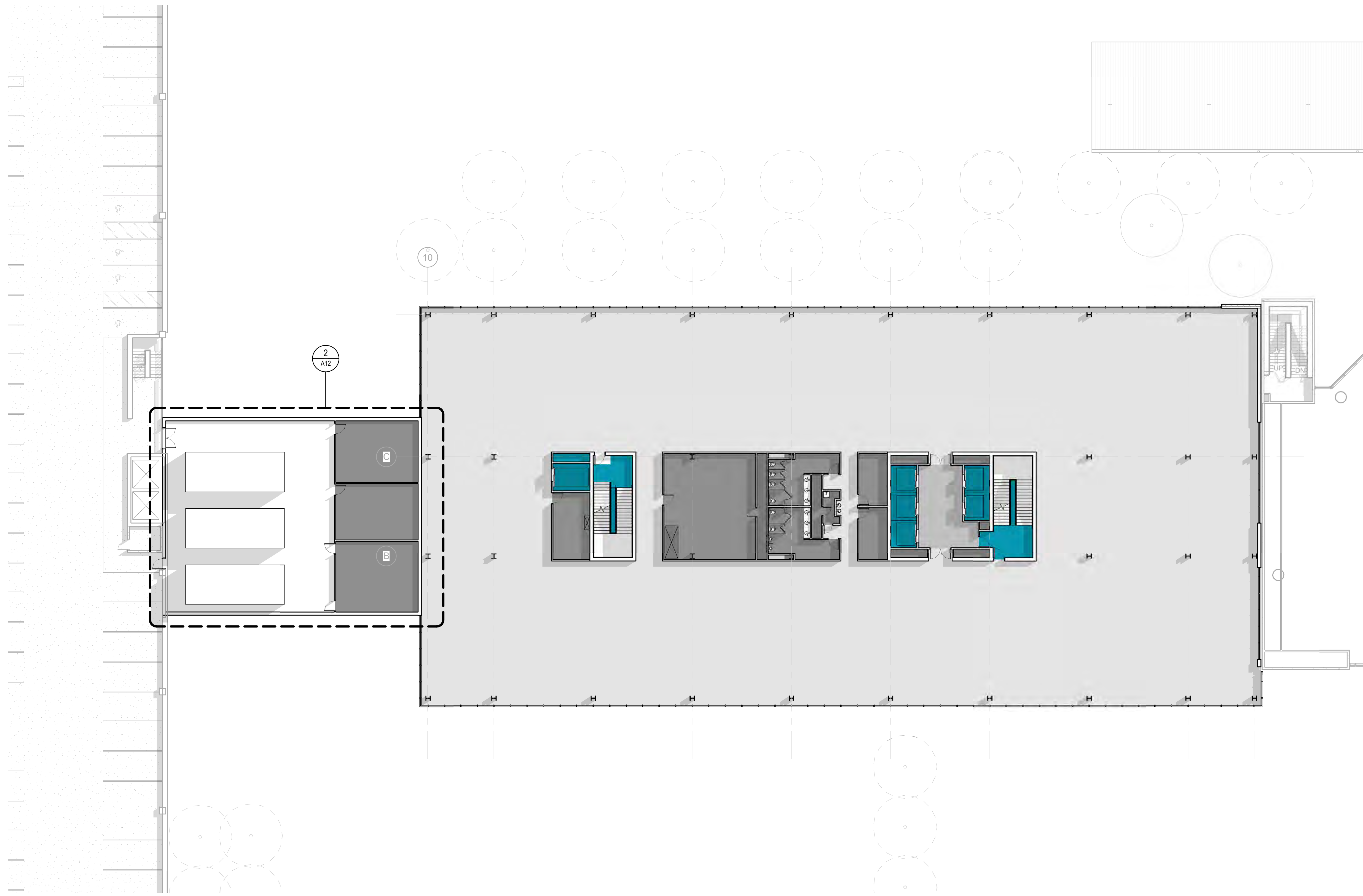




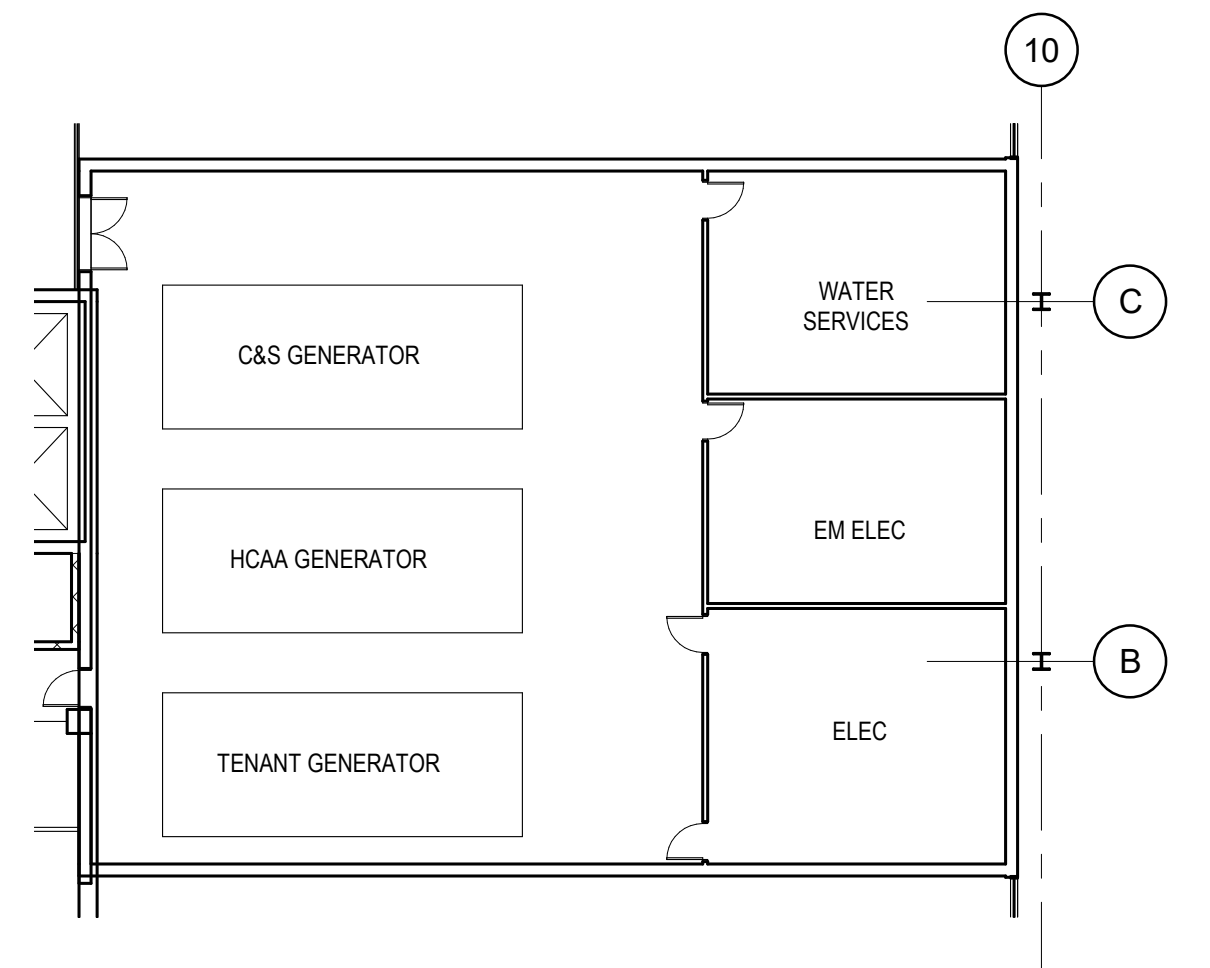
12.5.A - Level 1

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



1 LEVEL 2
1/16" = 1'-0"



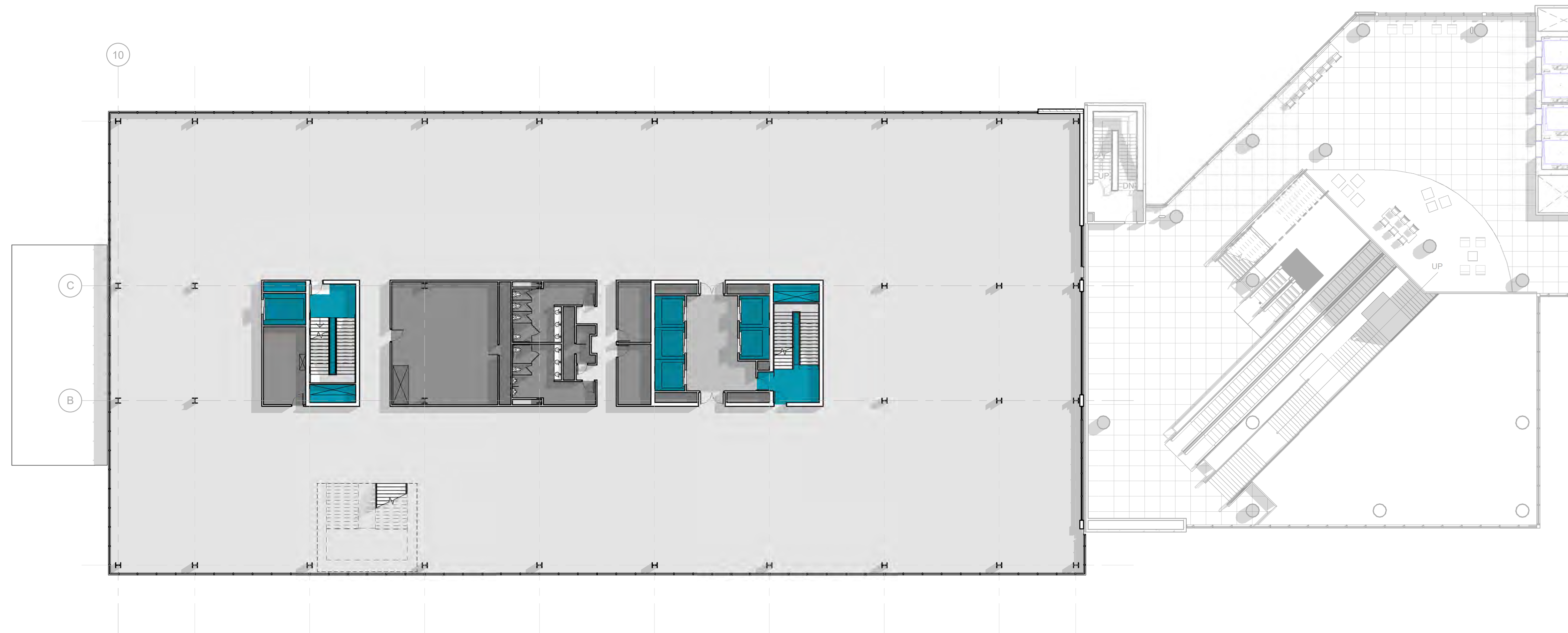
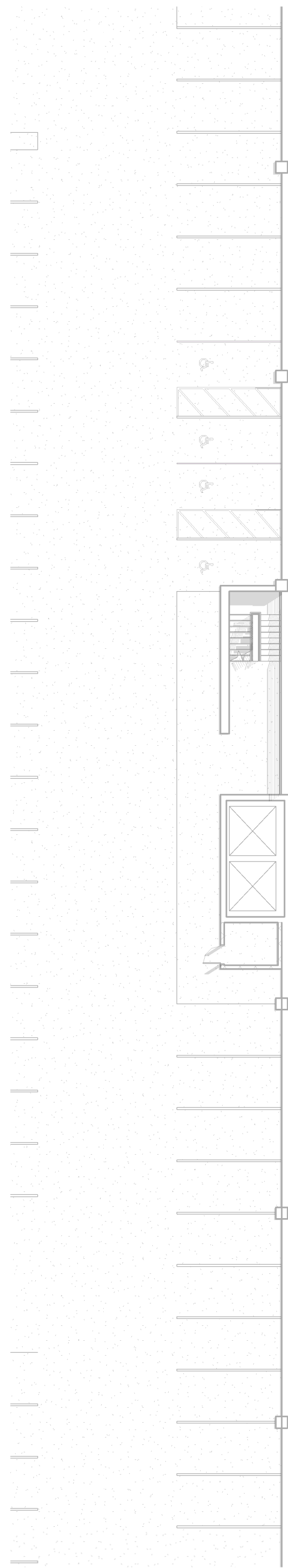
2 HCAA Generator
1/16" = 1'-0"

12.5.A - Level 2

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



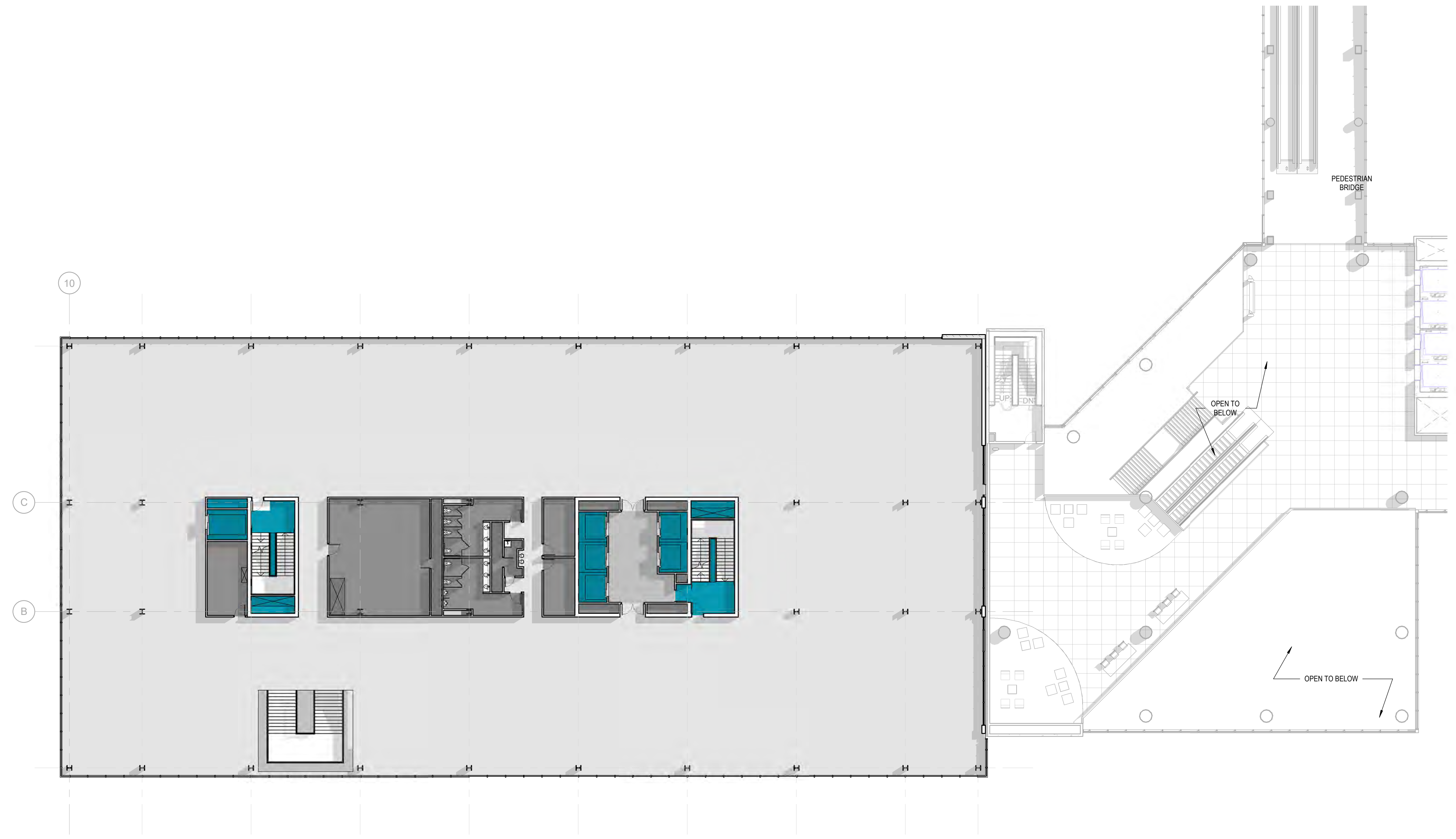
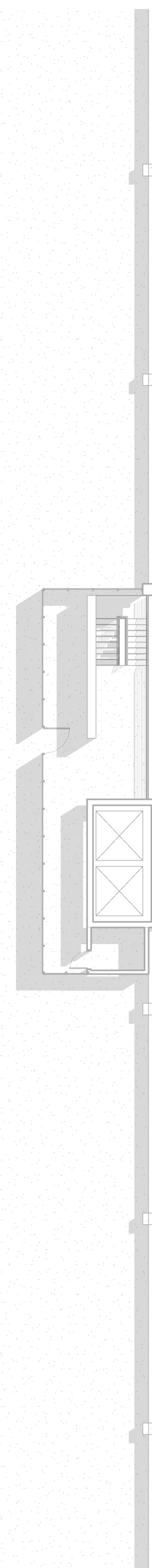


12.5.A - Level 3

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



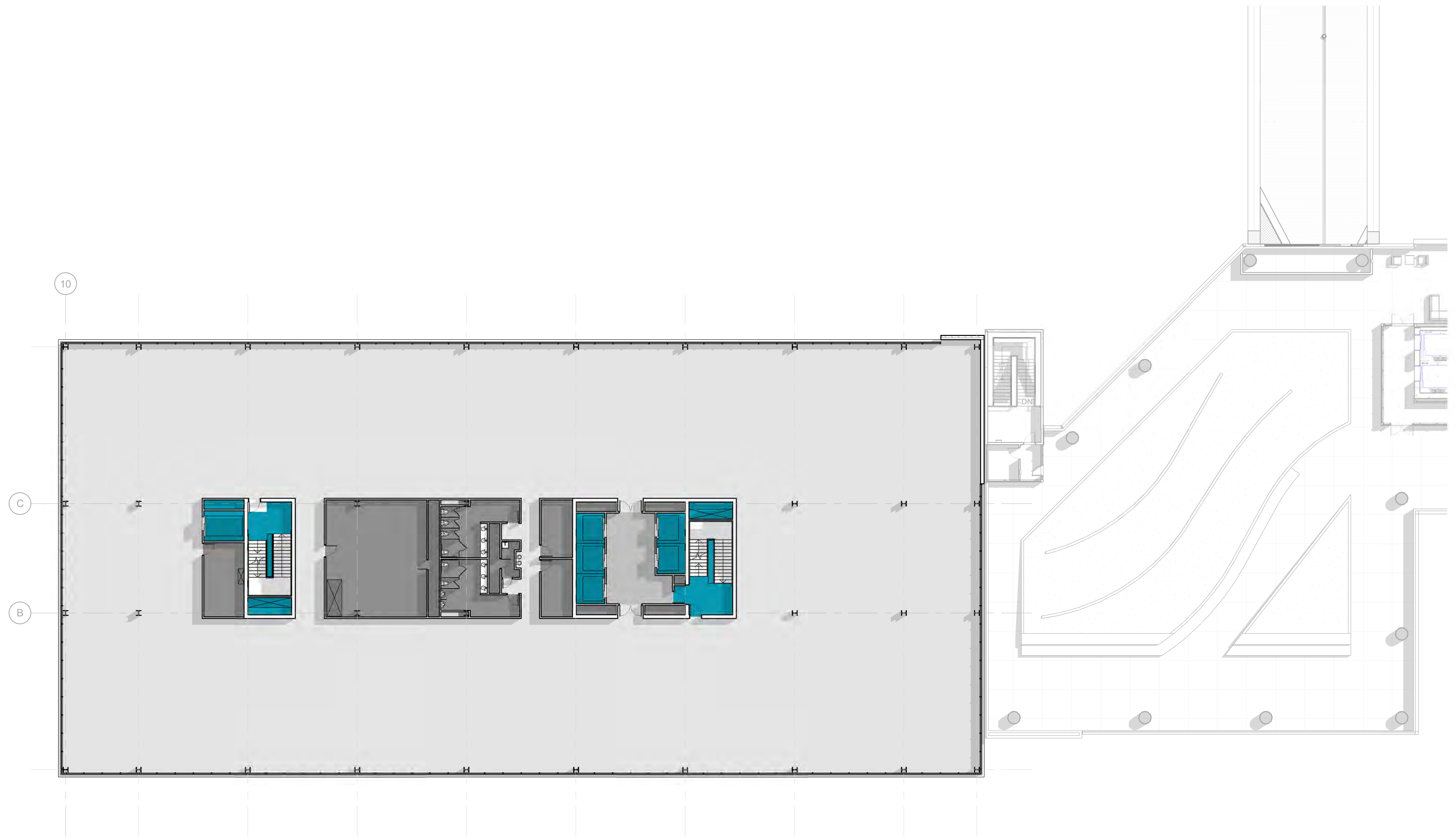


12.5.A - Level 4

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



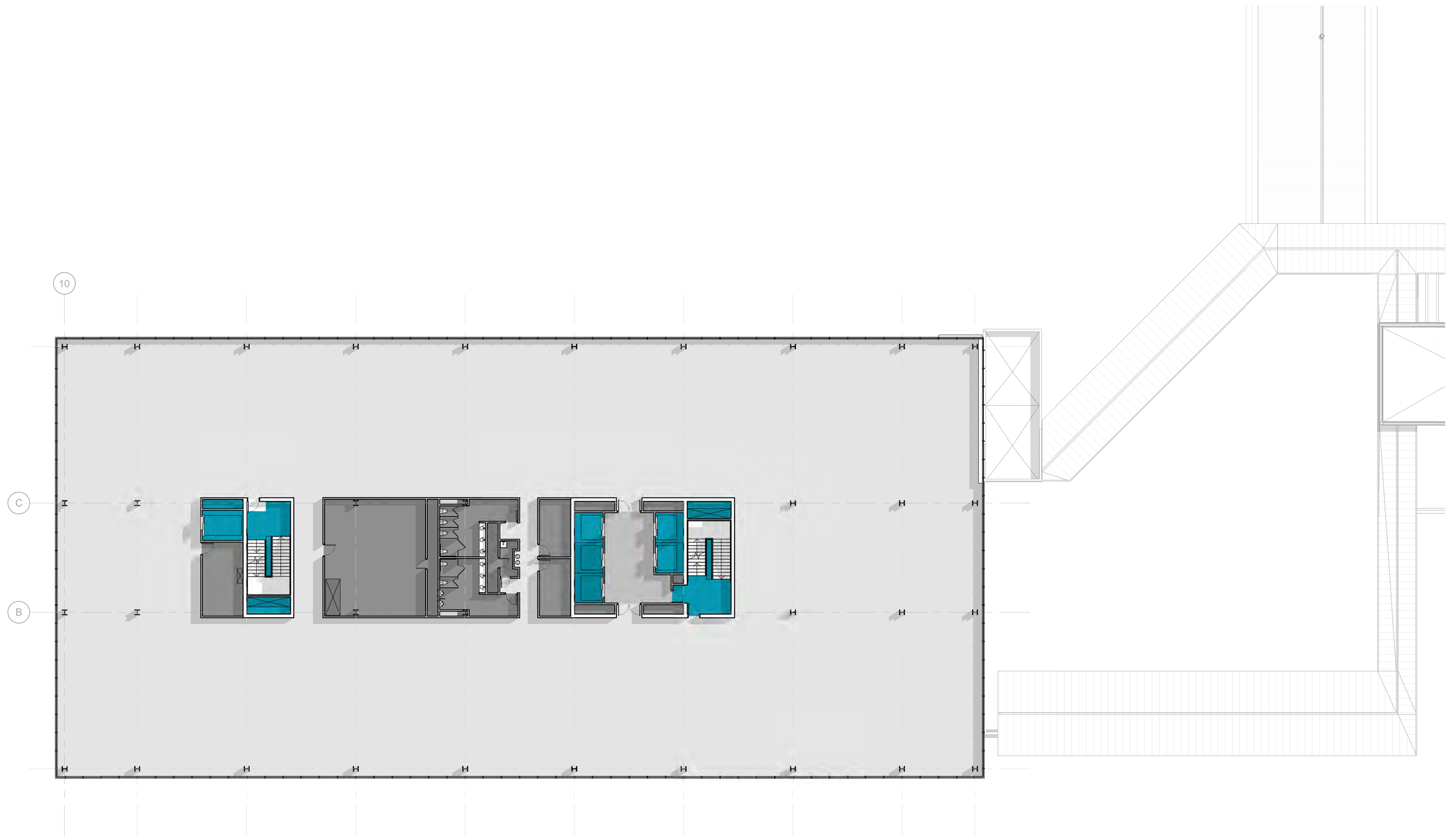


12.5.A - Level 5

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



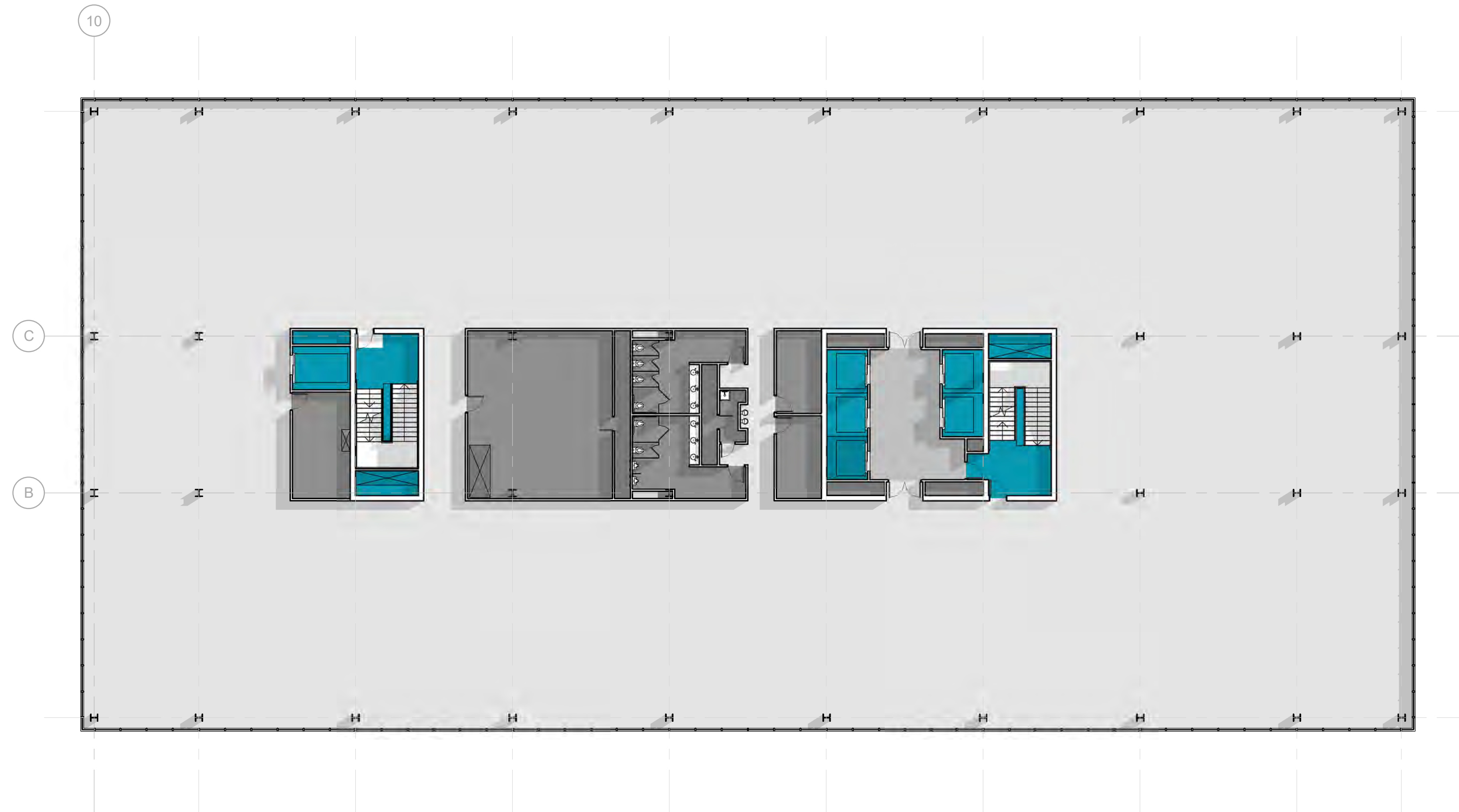


12.5.A - Level 6

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



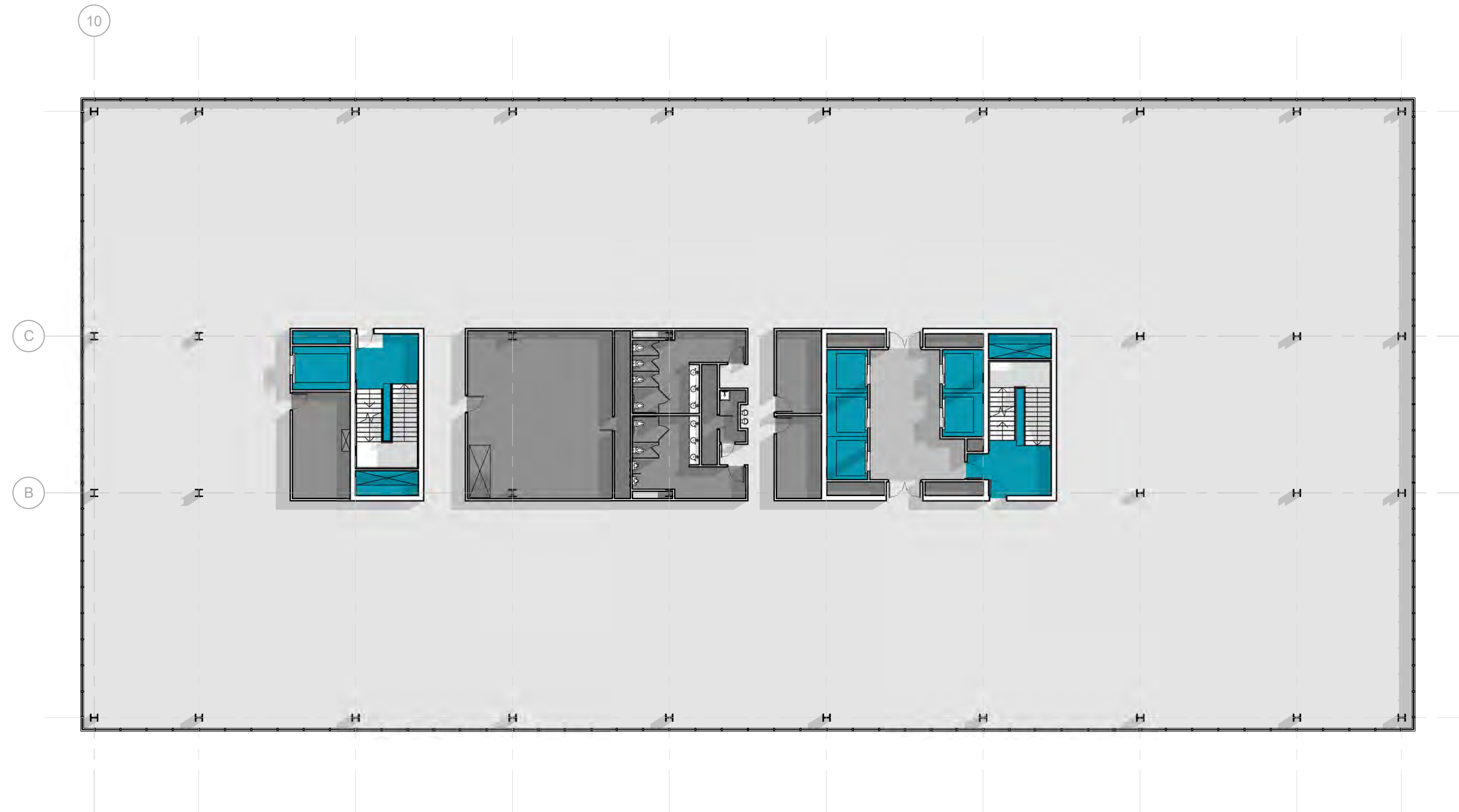


12.5.A - Level 7

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

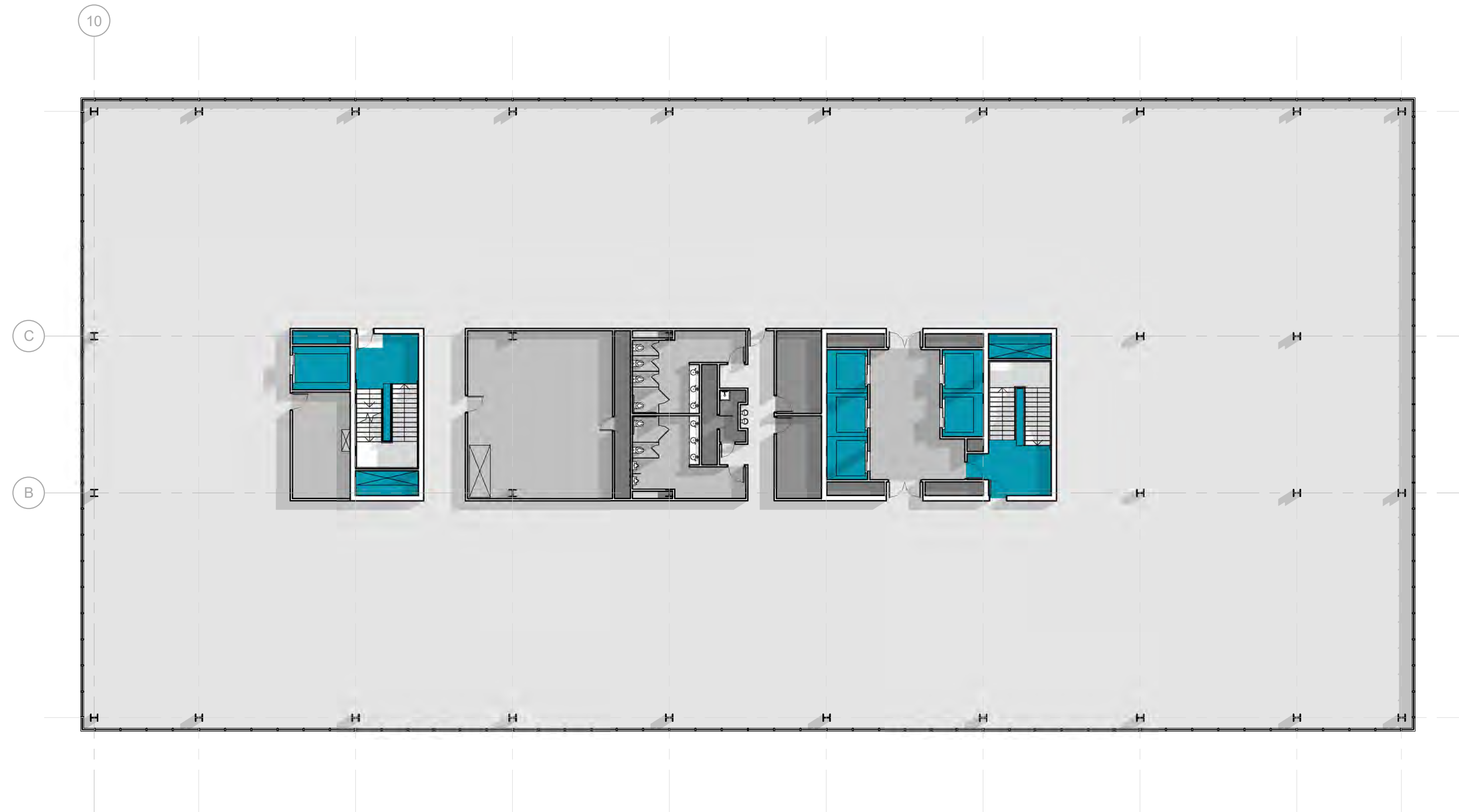




12.5.A - Level 8

MARCH 8, 2019

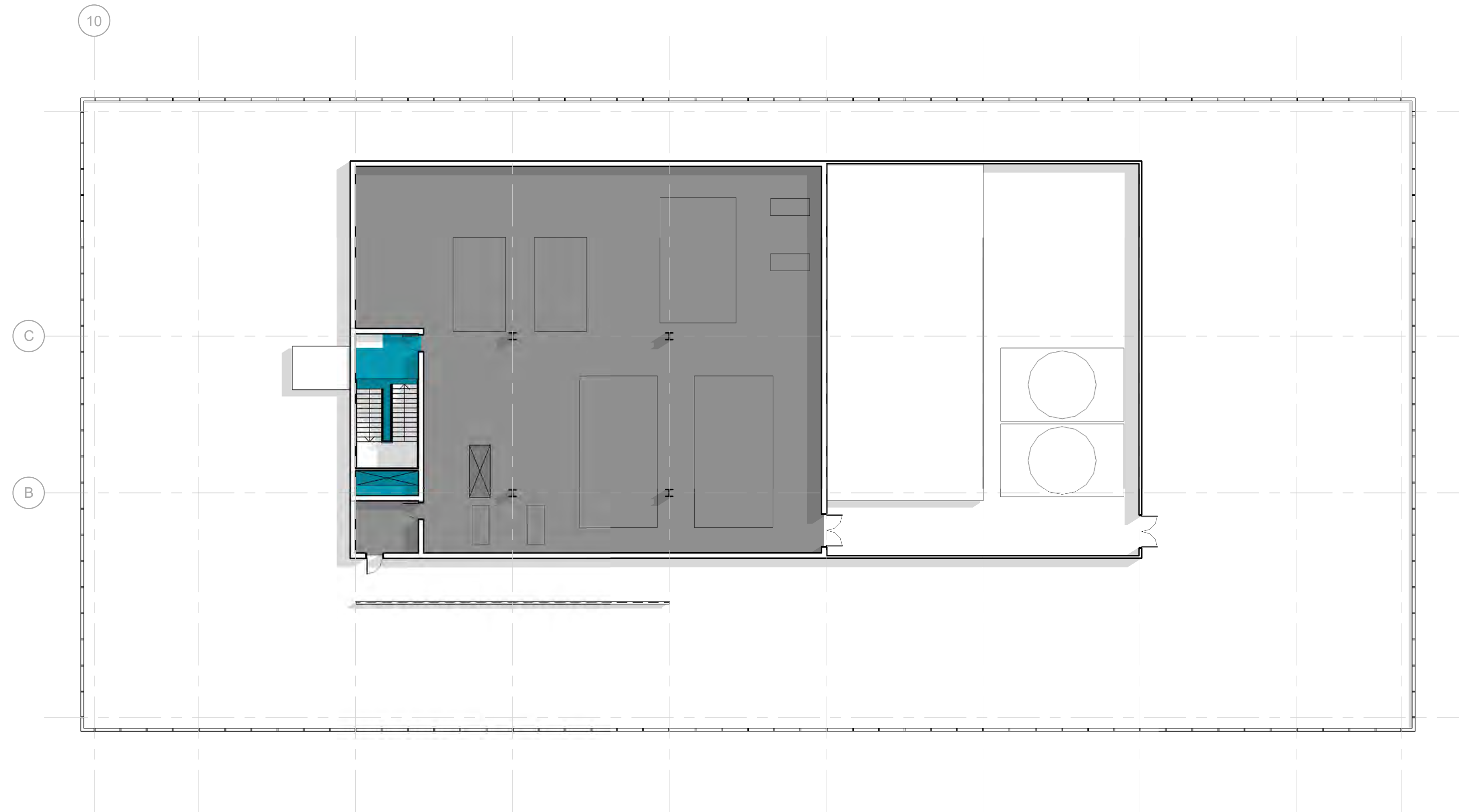
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.A - Level 9

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



12.5.A - Roof Plan

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

EXTERIOR MATERIALS:

GLAZING SYSTEM TYPE 1:

- ALUMINUM CURTAIN WALL
- FULLY CAPTURED
- GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E, INSULATED GLAZING UNIT, SILVER APPEARANCE
 - SPANDREL AT FLOOR LINES

GLAZING SYSTEM TYPE 2:

- ALUMINUM CURTAIN WALL
- FULLY CAPTURED
- GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E, INSULATED GLAZING UNIT (BLUE, SIM TO ATRIUM)
 - SPANDREL AT FLOOR LINES

GLAZING SYSTEM TYPE 3:

- ALUMINUM CURTAIN WALL
- HORIZONTALLY CAPTURED ONLY
- VERTICAL JOINTS, STRUCTURAL SILICONE
- GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E, INSULATED GLAZING UNIT, STANDARD CLEAR

FORMED METAL PANEL:

- CENTRIA IW SERIES OR SIMILAR

COLUMN COVER:

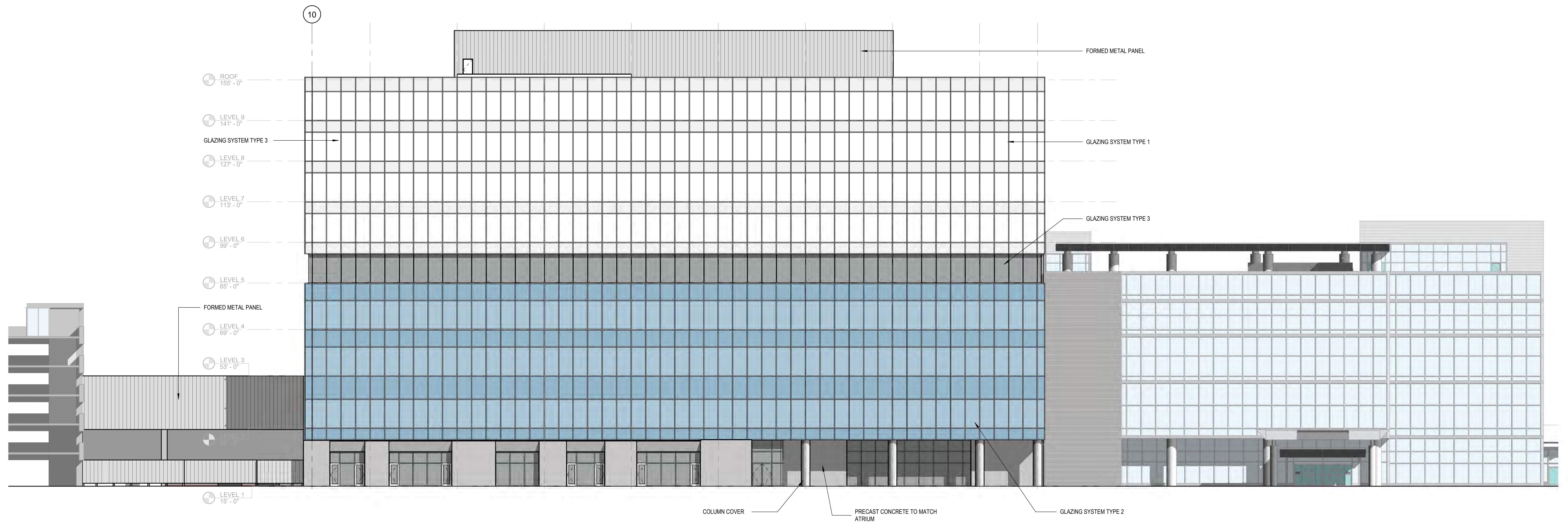
- FRY REGLET ARCHITECTURAL METALS OR SIMILAR

ALUMINUM COMPOSITE MATERIAL (ACM):

- ALUCOBOND OR SIMILAR

ARCHITECTURAL PRECAST:

- MATCH ATRIUM PRECAST



12.5.D - Exterior Elevation

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



EXTERIOR MATERIALS:

GLAZING SYSTEM TYPE 1:

- ALUMINUM CURTAIN WALL
- FULLY CAPTURED
- GLAZING
- HURRICANE IMPACT RESISTANT GLASS
- LOW E, INSULATED GLAZING UNIT, SILVER APPEARANCE
- SPANDREL AT FLOOR LINES

GLAZING SYSTEM TYPE 2:

- ALUMINUM CURTAIN WALL
- FULLY CAPTURED
- GLAZING
- HURRICANE IMPACT RESISTANT GLASS
- LOW E, INSULATED GLAZING UNIT (BLUE, SIM TO ATRIUM)
- SPANDREL AT FLOOR LINES

GLAZING SYSTEM TYPE 3:

- ALUMINUM CURTAIN WALL
- HORIZONTALLY CAPTURED ONLY
- VERTICAL JOINTS, STRUCTURAL SILICONE
- GLAZING
- HURRICANE IMPACT RESISTANT GLASS
- LOW E, INSULATED GLAZING UNIT, STANDARD CLEAR

FORMED METAL PANEL:

- CENTRIA IW SERIES OR SIMILAR

COLUMN COVER:

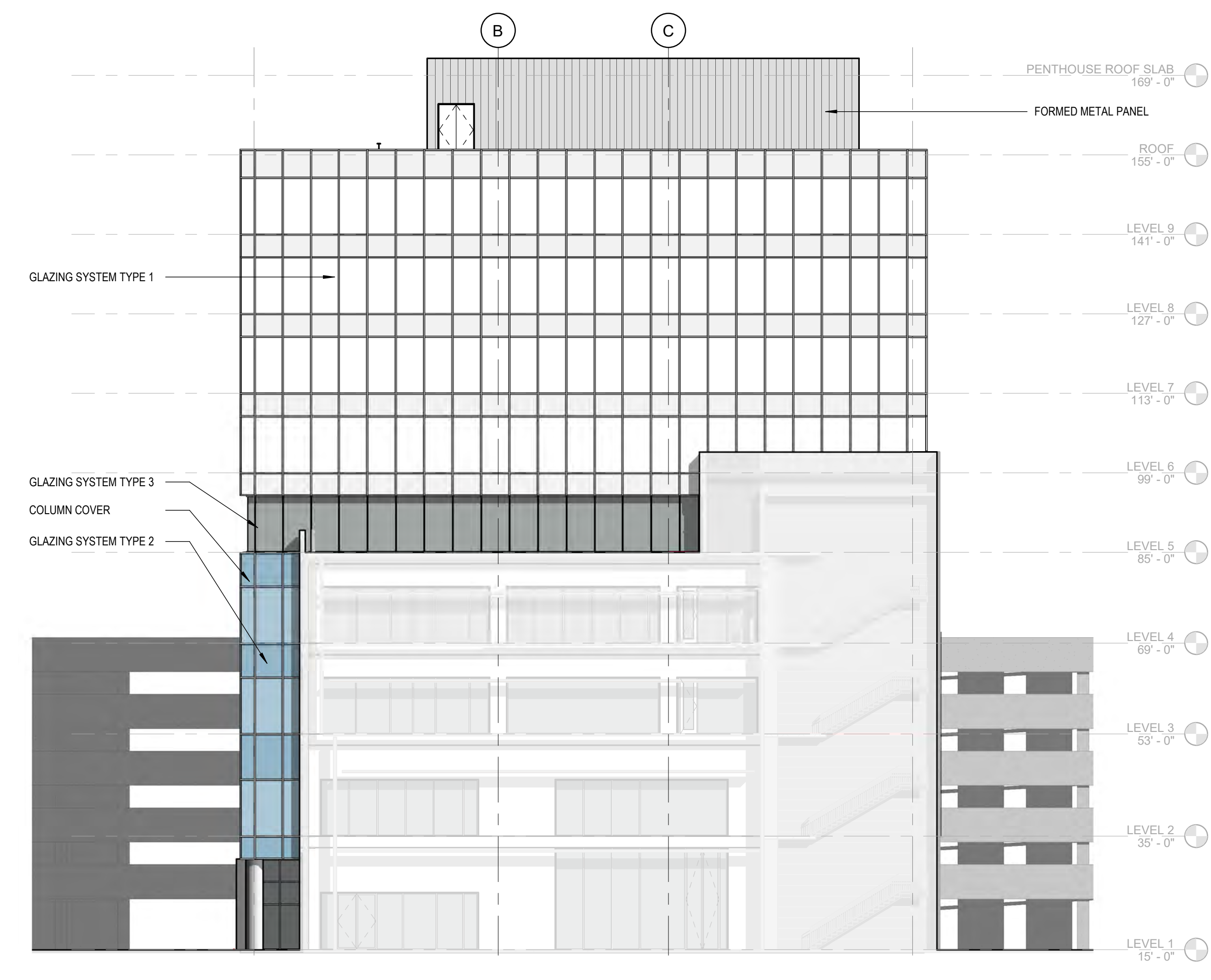
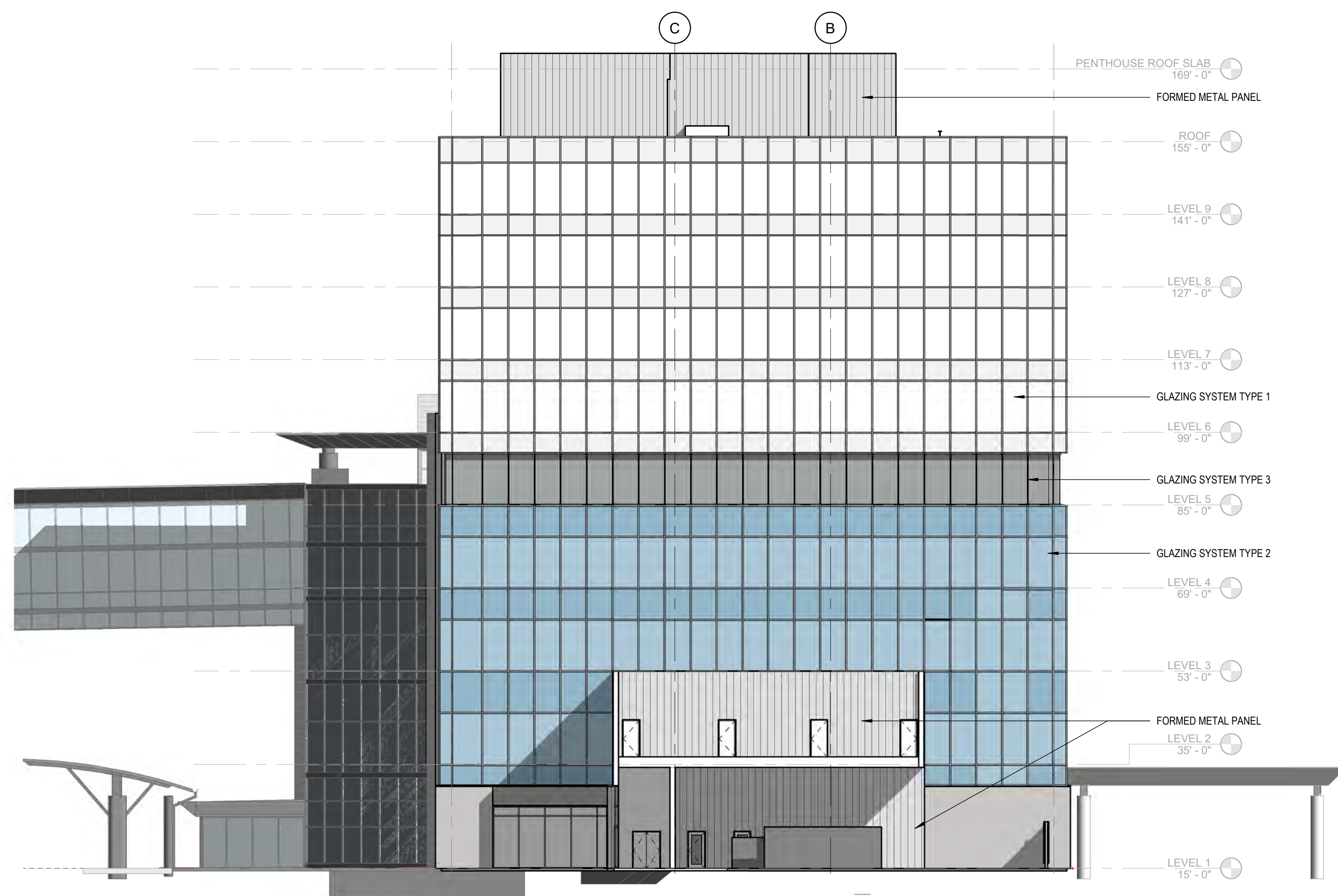
- FRY REGLET ARCHITECTURAL METALS OR SIMILAR

ALUMINUM COMPOSITE MATERIAL (ACM):

- ALICOBOND OR SIMILAR

ARCHITECTURAL PRECAST

- MATCH ATRIUM PRECAST



1 TIA NORTH ELEVATION
1/16" = 1'-0"

2 TIA SOUTH ELEVATION
1/16" = 1'-0"

12.5.D - Exterior Elevation

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



EXTERIOR MATERIALS:

GLAZING SYSTEM TYPE 1:

- ALUMINUM CURTAIN WALL
- FULLY CAPTURED
- GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E, INSULATED GLAZING UNIT, SILVER APPEARANCE
 - SPANDREL AT FLOOR LINES

GLAZING SYSTEM TYPE 2:

- ALUMINUM CURTAIN WALL
- FULLY CAPTURED
- GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E, INSULATED GLAZING UNIT, (BLUE, SIM TO ATRIUM)
 - SPANDREL AT FLOOR LINES

GLAZING SYSTEM TYPE 3:

- ALUMINUM CURTAIN WALL
- HORIZONTALLY CAPTURED ONLY
- VERTICAL JOINTS, STRUCTURAL SILICONE
- GLAZING
 - HURRICANE IMPACT RESISTANT GLASS
 - LOW E, INSULATED GLAZING UNIT, STANDARD CLEAR

FORMED METAL PANEL:

- CENTRIA IV SERIES OR SIMILAR

COLUMN COVER:

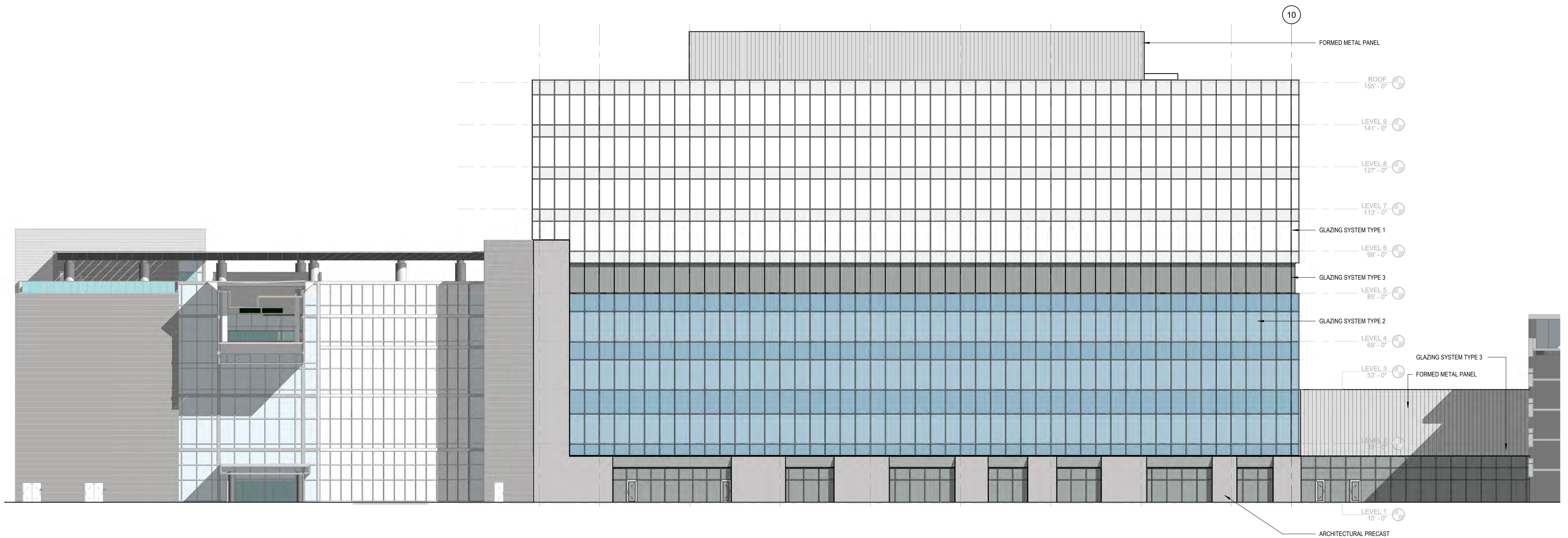
- FRY REGLET ARCHITECTURAL METALS OR SIMILAR

ALUMINUM COMPOSITE MATERIAL (ACM):

- ALUCOBOND OR SIMILAR

ARCHITECTURAL PRECAST

- MATCH ATRIUM PRECAST



1 TIA EAST ELEVATION
1/16" = 1'-0"

12.5.D - Exterior Elevation

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

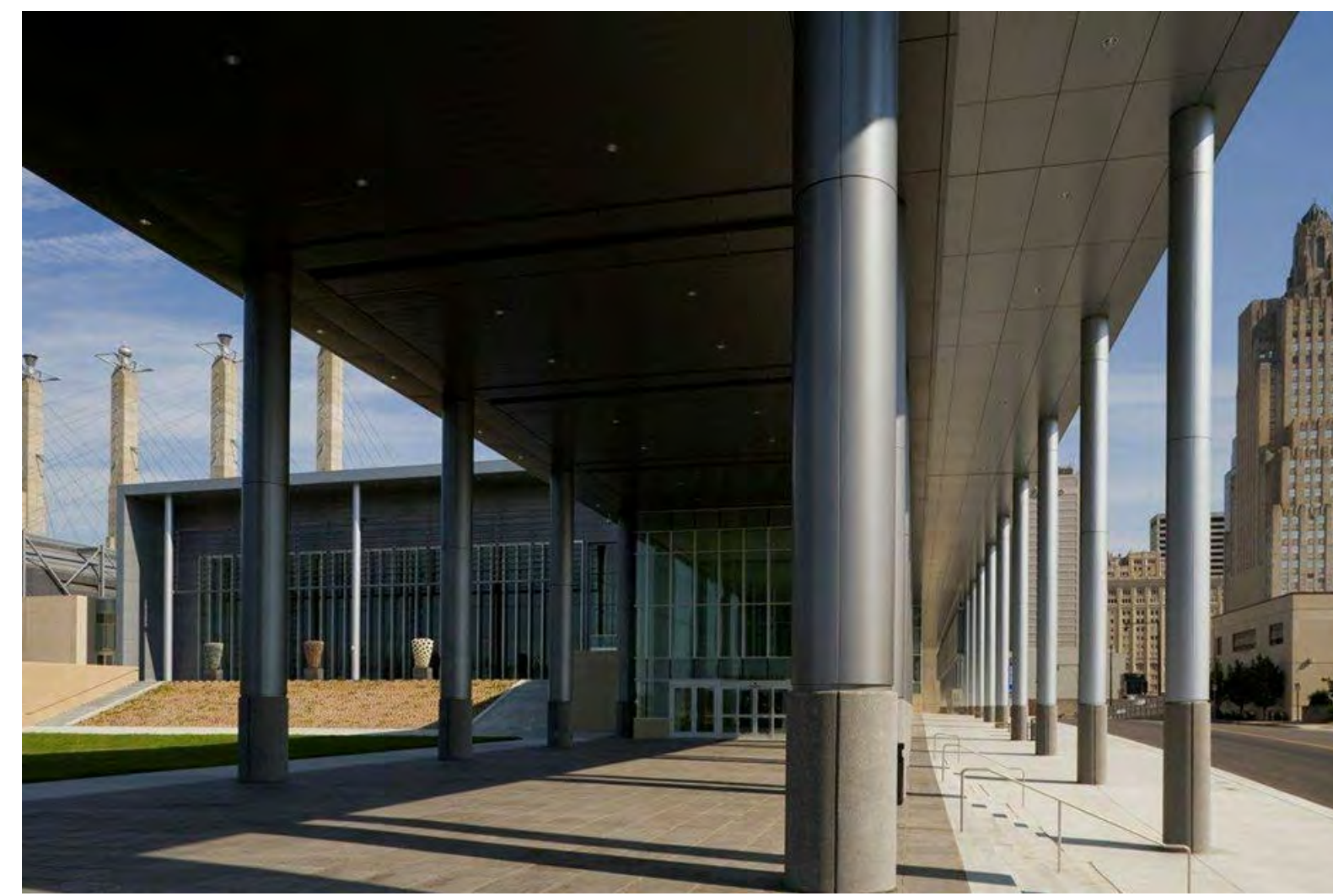




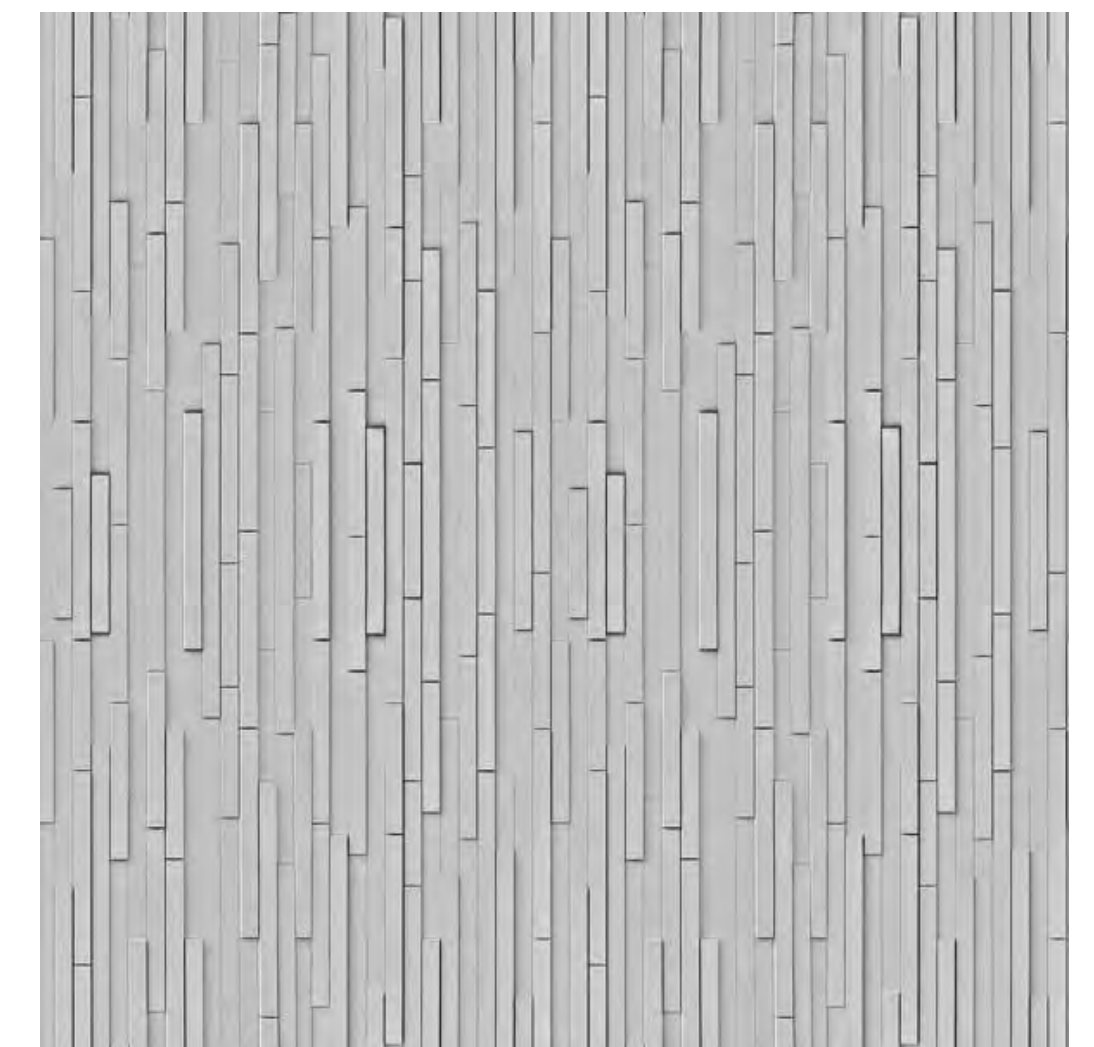
ACM - Aluminum Composite Material:
 - Soffits
 - Canopy Trim



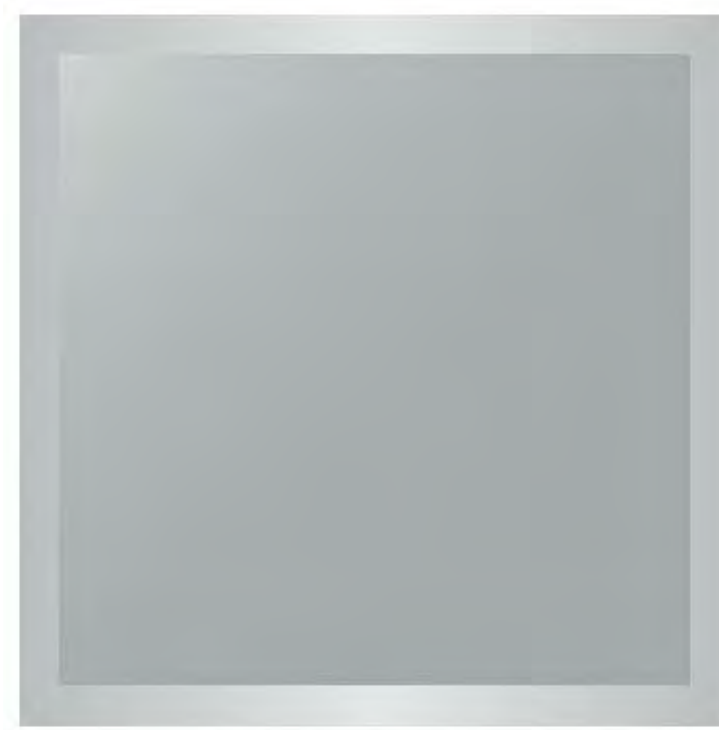
Metal Panel:
 - Penthouse siding
 - Roof screen
 - Dock screen walls



Column Covers:
 - Exterior column



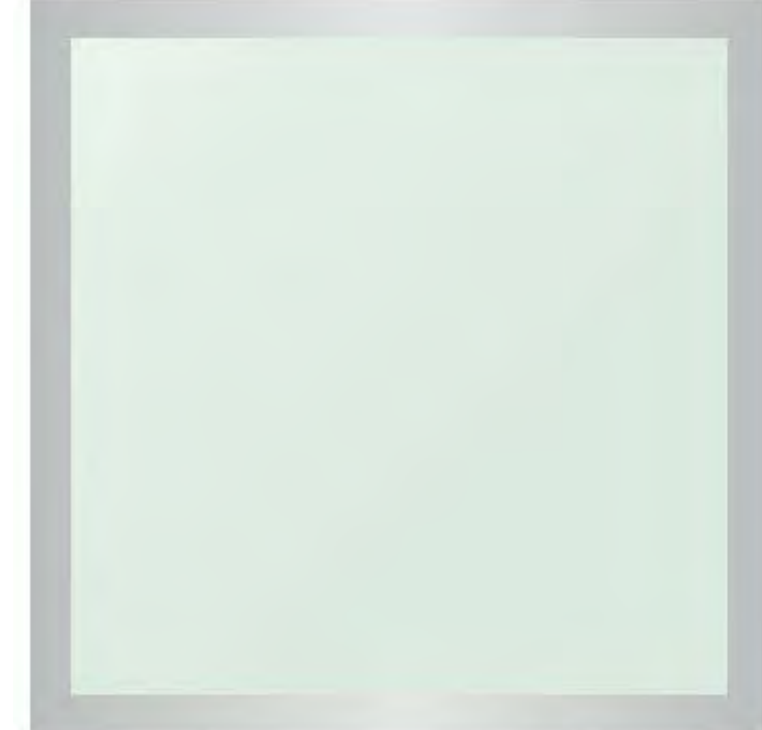
Precast Wall Panel (with form liner):
 - Exterior Office precast walls



Glass 1 - Grey:
 - Floors 6-9



Glass 2 - Blue, similar to Atrium:
 - Floors 1-4



Glass 3 - Clear:
 - Floors 1 & 5

12.5.E - Exterior Materials

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]





Lobby: Flooring



Lobby: Metal Accent



Cafe: Serving Area Countertop and Wall Porcelain



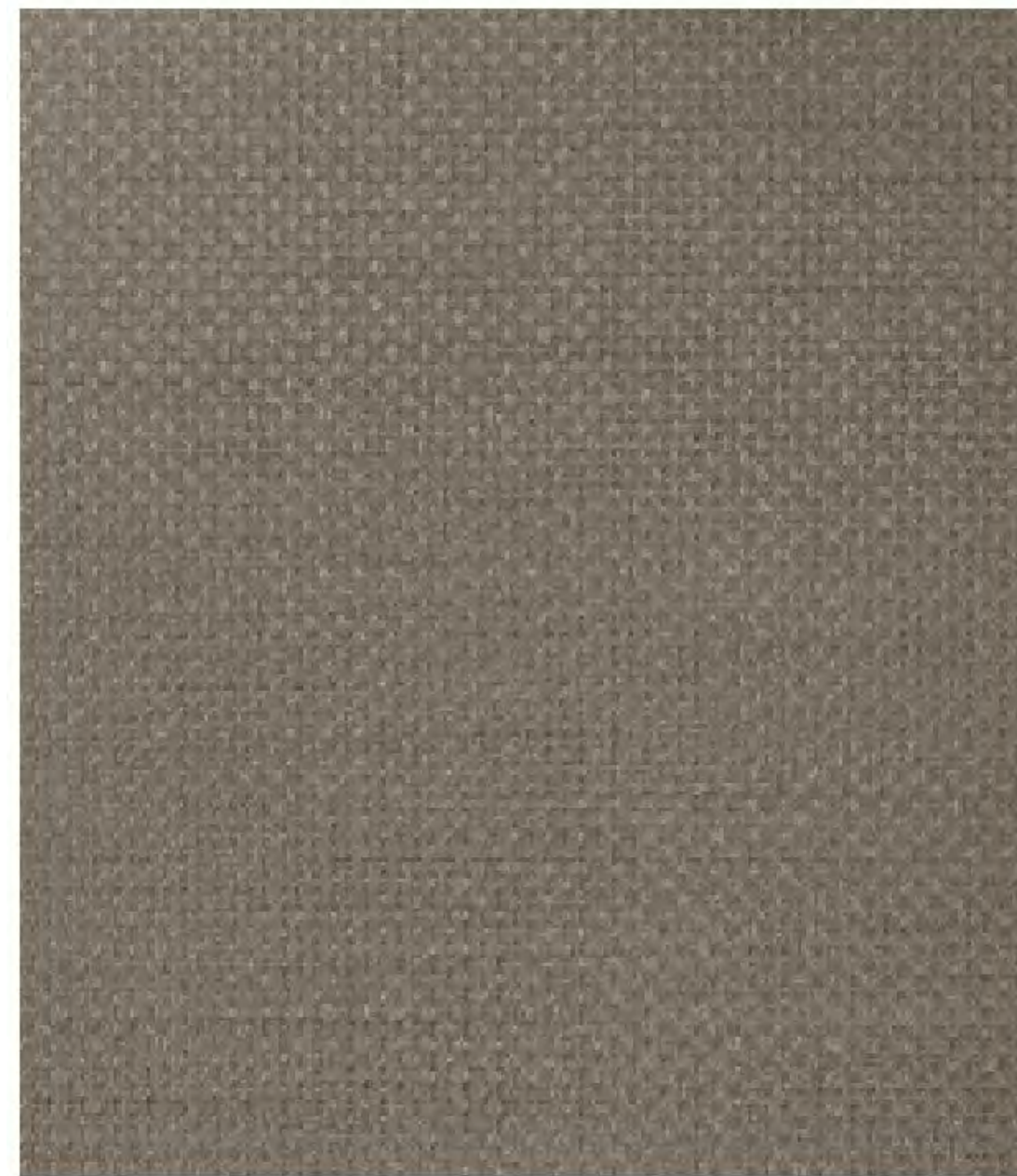
Cafe: Seating Area Flooring



Cafe: Serving Area Metal Accent



Cafe: General Paint Color



Conference Center: Accent Wallcovering



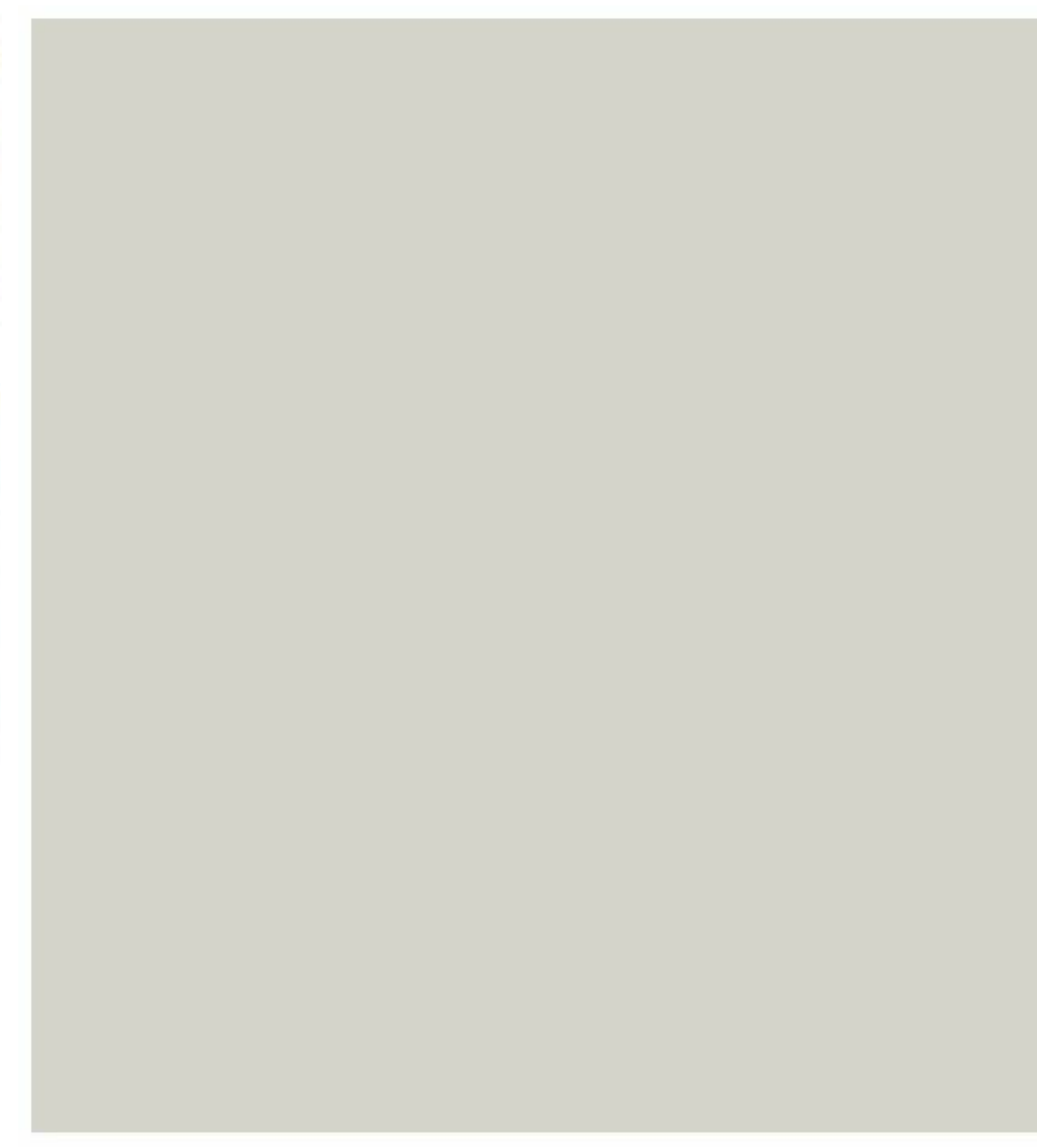
Conference Center: Counter Top



Conference Center: Millwork



Conference Center: Carpet



Conference Center: General Paint



Restrooms: Wall Tile



Restrooms: Floor Tile



Restrooms: Metal Accent



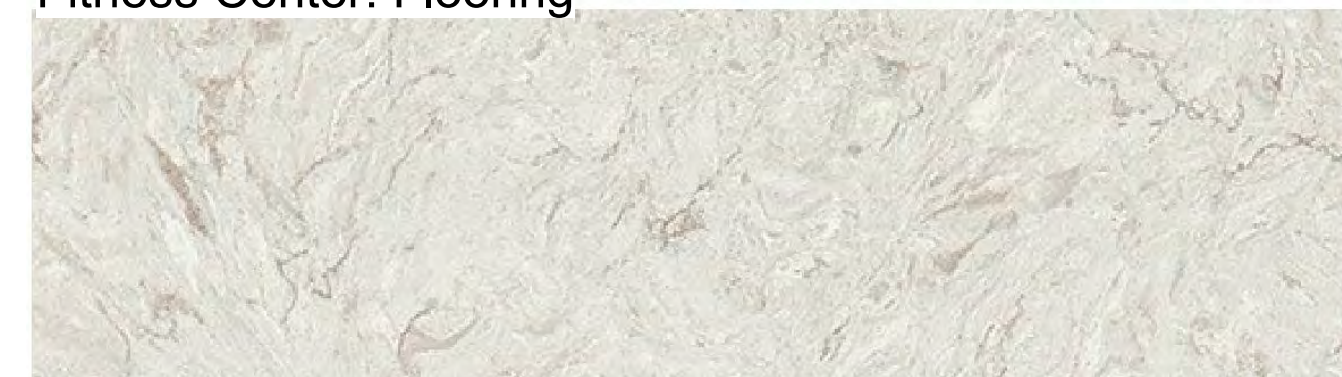
Restrooms: Paint



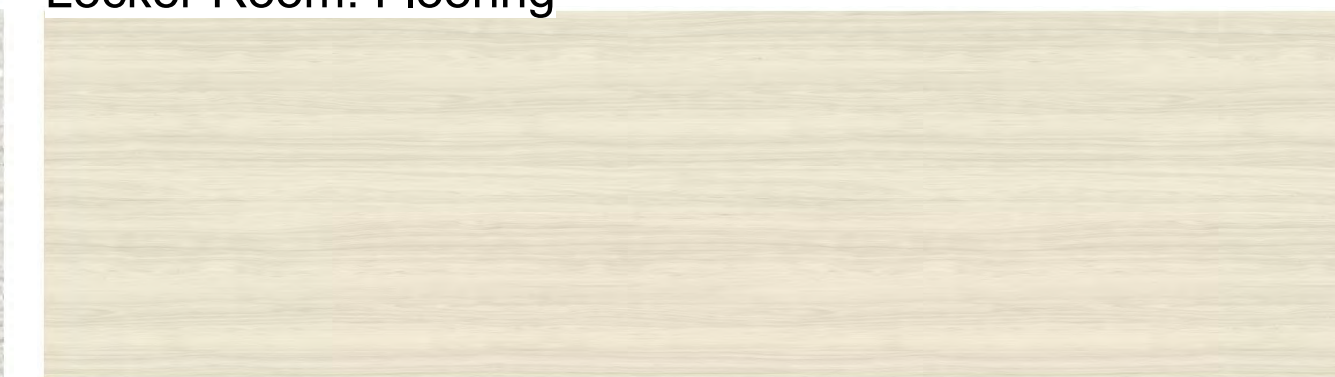
Fitness Center: Flooring



Locker Room: Flooring



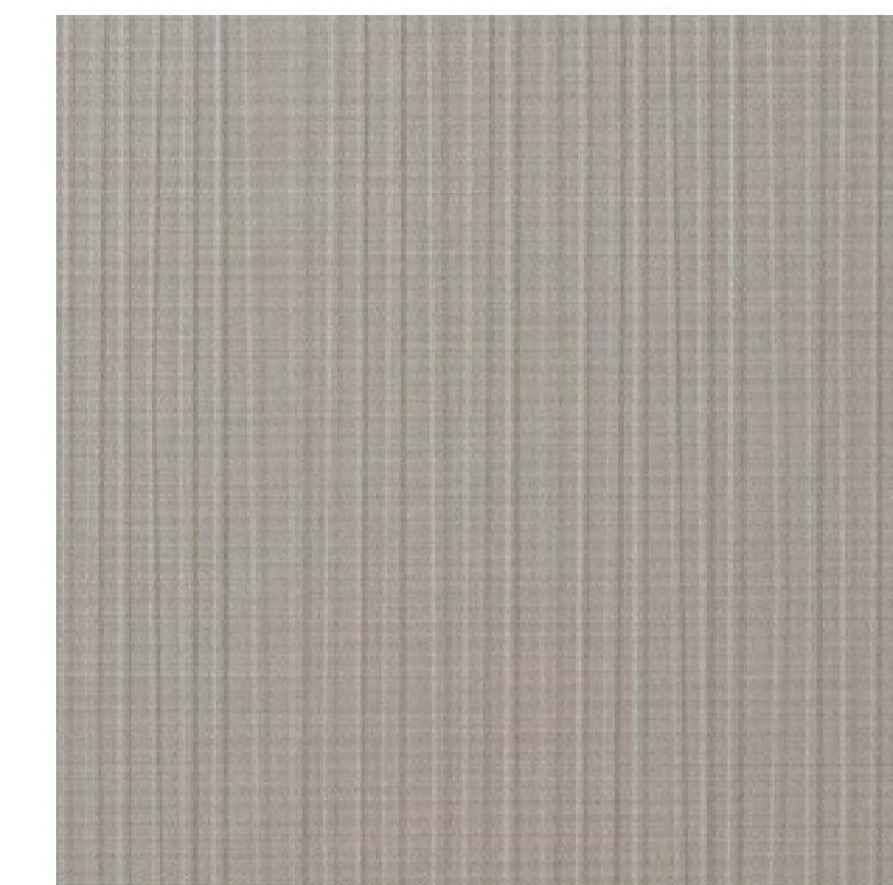
Locker Room: Counter Tops



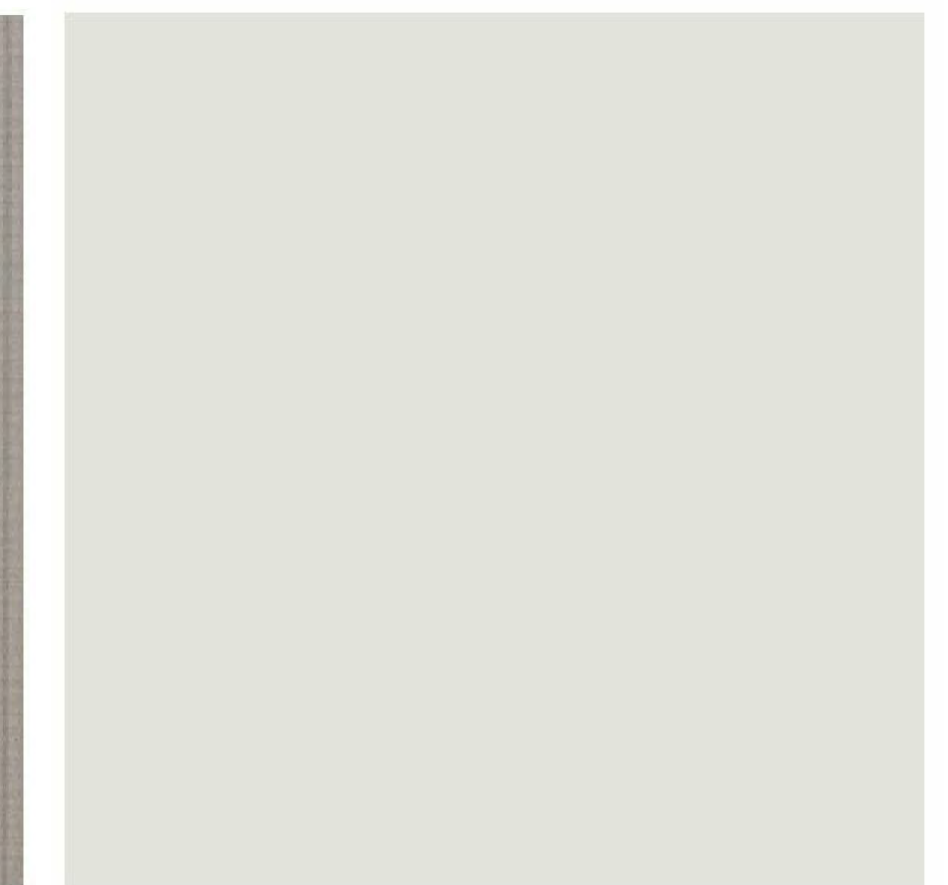
Locker Room: Lockers



Shower: Flooring



Corridor: Accent Wallcovering

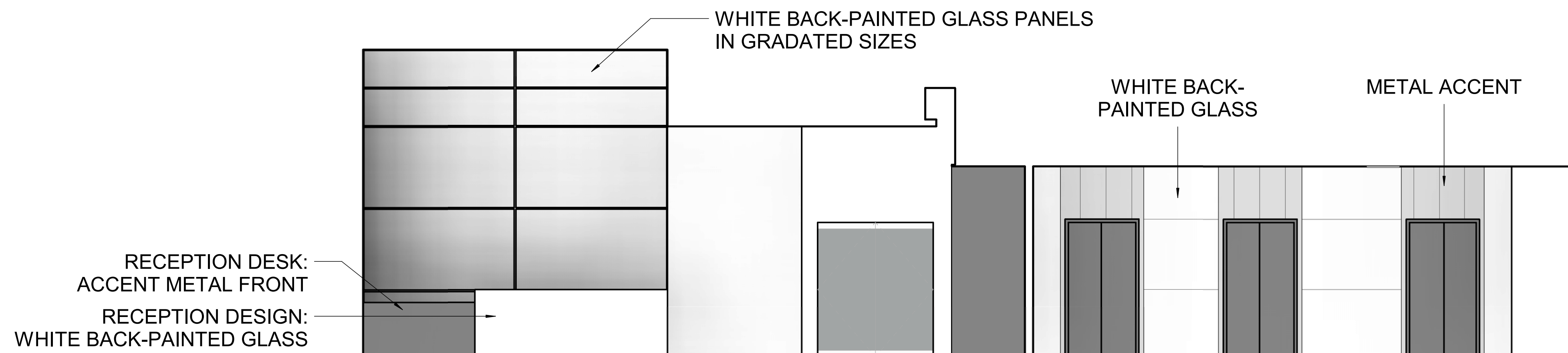


General: Paint

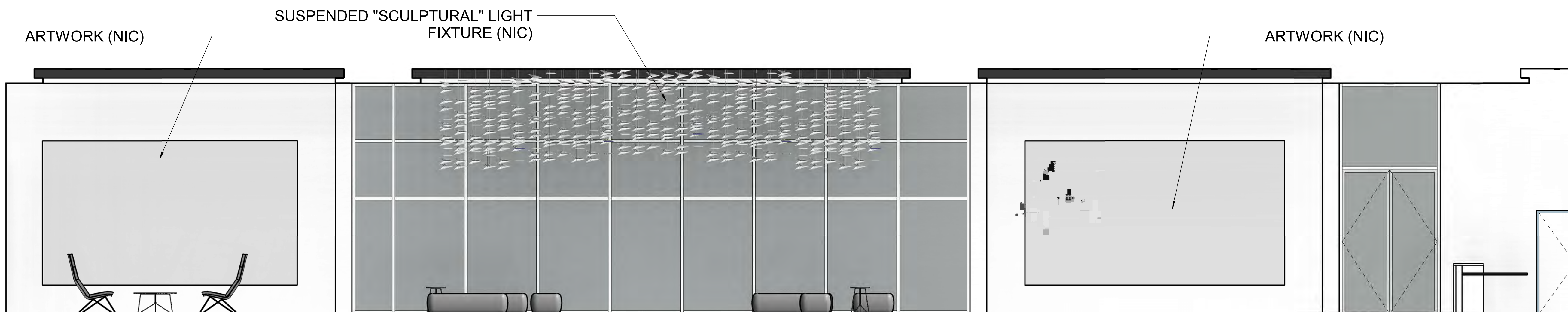
12.5.E - Interior Materials

F MARCH 8, 2019

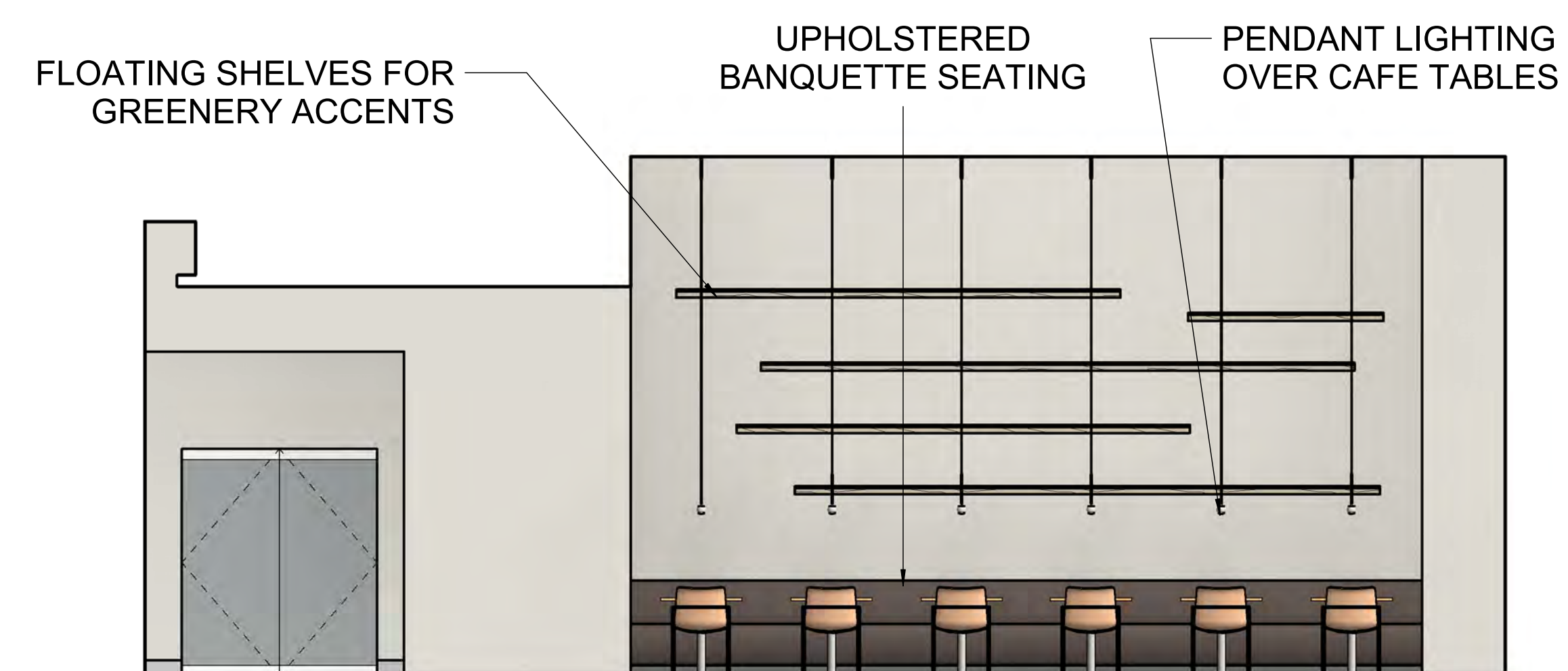
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]



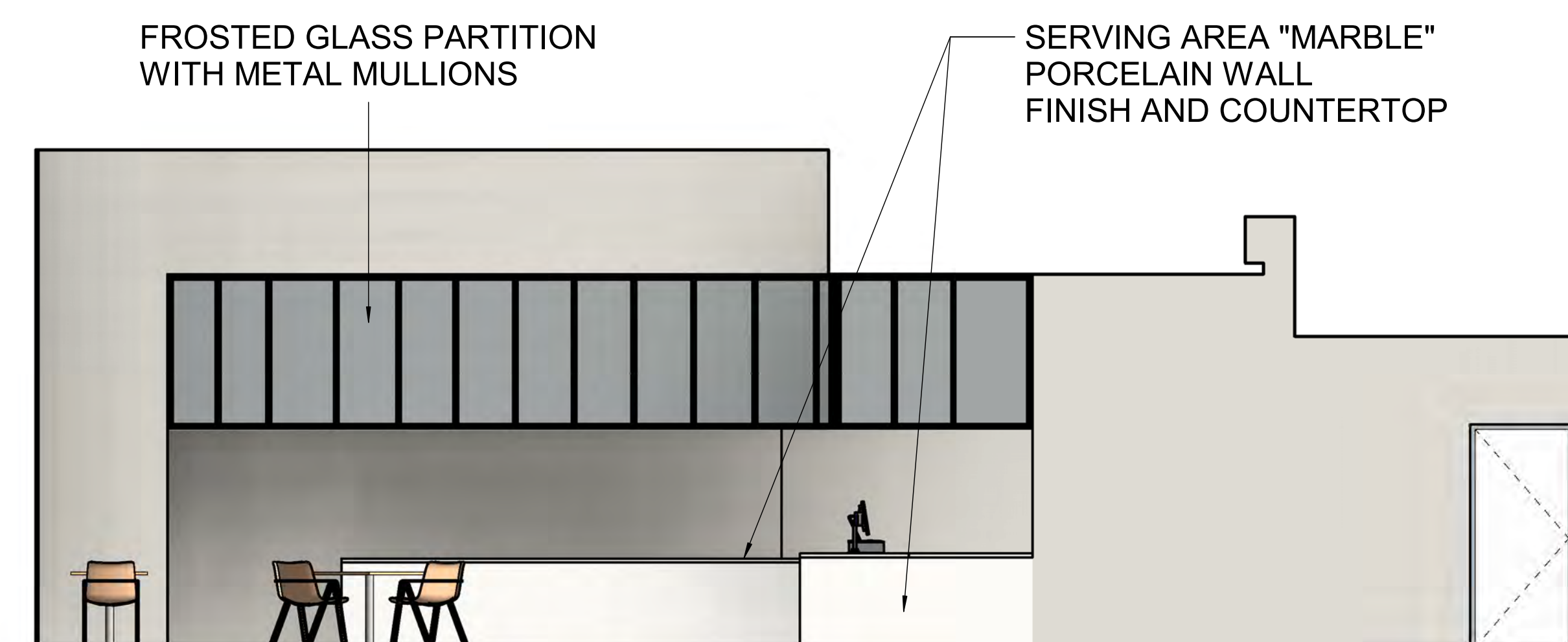
4 LOBBY/ ELEVATOR LOBBY - NORTH ELEVATION
1/4" = 1'-0"



3 LOBBY - WEST ELEVATION
1/4" = 1'-0"



2 CAFE - SOUTH ELEVATION
1/4" = 1'-0"

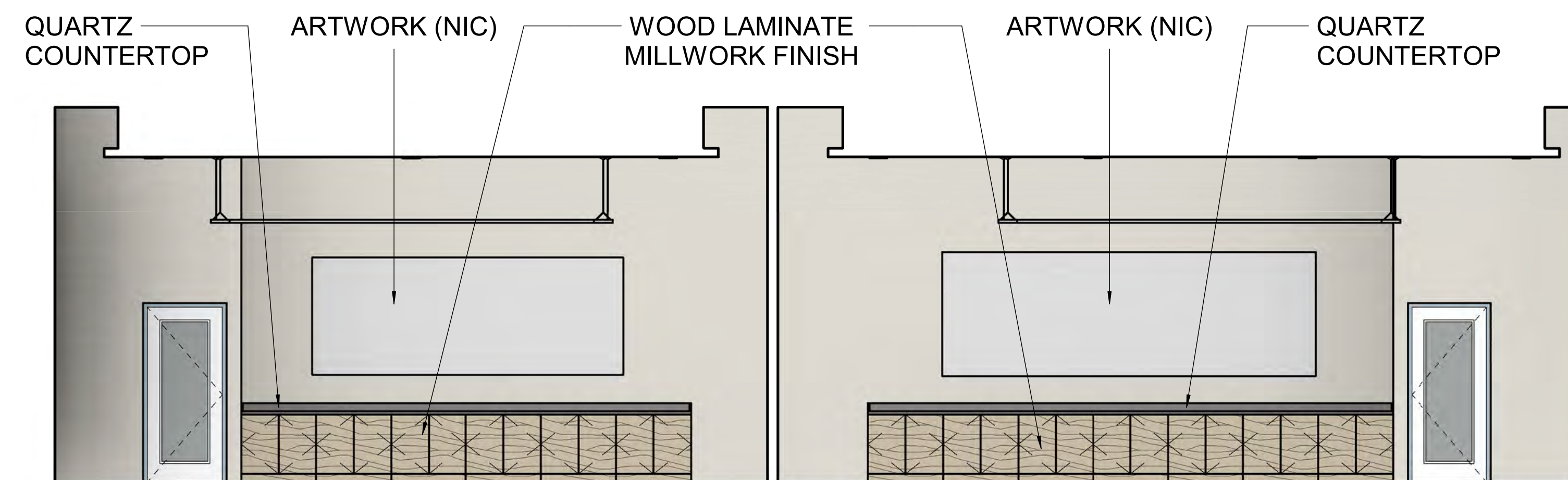


1 CAFE - NORTH ELEVATION
1/4" = 1'-0"

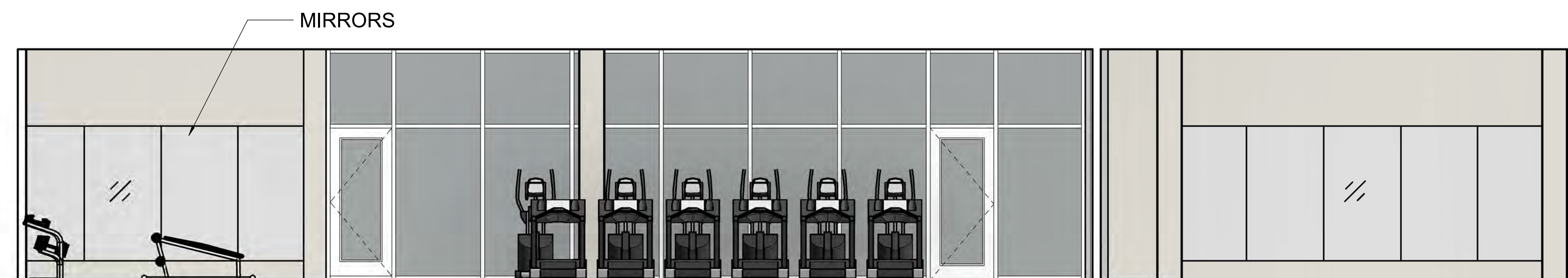
12.5.F - Interior Elevations

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2 CONFERENCE CENTER - EAST ELEVATION
1/4" = 1'-0"



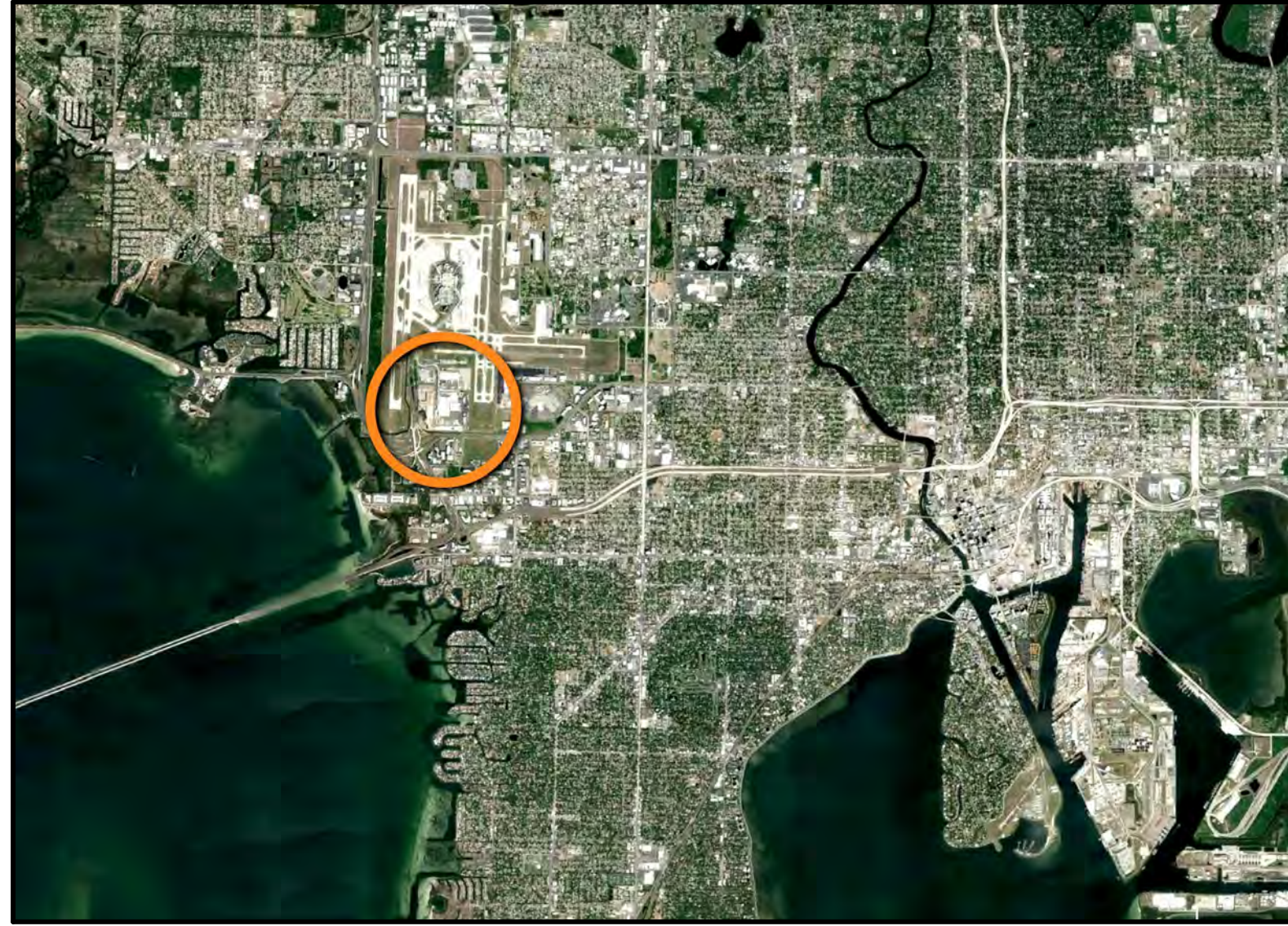
1 FITNESS CENTER - EAST ELEVATION
1/4" = 1'-0"

12.5.F - Interior Elevations

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Tampa Gateway Development Area Office Building // Design Narrative



Site:

Located at the intersection between the Tampa Bay region and the Tampa International Airport, in the heart of the Westshore business district, the Gateway Development Area Office Building provides a premier workplace in Tampa's active commercial office market. One of the key advantages of the continued development of the Westshore area is easy access to expressways and interstates, traveling both North/South and East/West. The Gateway Development takes this notable access to a greater level by providing direct access to the Tampa International Airport's Automated People Mover (APM) Infrastructure and, within minutes, business employees from Gateway can be in the airport terminal. This ease of access provided by the Gateway Development makes global business more accessible than ever. The 4.56 acre site accommodates a building with over 270,000-sq.-ft. of Class A+ office space, a 1,291-stall structured parking garage, 43 visitor surface parking stalls and a conditioned connection link between the garage and office tower. The Gateway Development Area Office Building is part of a masterplan that includes a four-story atrium, skybridge connection to the airport's new Consolidated Rental Car Facility (ConRAC), and a future hotel. The atrium has multiple drop-off locations and connects to the office building on multiple levels. These proximities provide the Gateway Office building opportunities that no other office in Tampa's Westshore can provide.

Building:

The office building respects and compliments the atrium design, marrying the two forms through materiality and architectural language. The lines between atrium and office blur, helping the greater development feel cohesive and unified. The office building is enclosed with continuous glass curtainwall façades, representing the high quality of the workplace, and provide panoramic views of Old Tampa Bay, the downtown Tampa skyline and aircraft on the surrounding runways. Sustainability is a driving force behind the Gateway Office Building's design and success, and includes LEED Silver Certification. High-performance glazing limits unwanted noise and heat gains; daylighting brings natural light deep into the office floor plate; and energy efficient mechanical systems reduce energy loads while providing enhanced indoor air quality, contributing to the health and productivity of building occupants. In addition, the parking structure has been designed to accommodate future solar panels to offset the energy usage of the building through renewable energy sources.

Amenities:

The Gateway Office provides its tenants premier amenities. The lobby's clean, contemporary aesthetic initiates the Class-A+ occupant experience. A spacious 2,750-sq.-ft. conference center provides flexibility for a variety of corporate and civic functions. Employee amenities include a 3,000-sq.-ft. café, a 5,000-sq.-ft. fitness center with locker rooms and an exercise classroom, allowing for direct access to surrounding jogging trails. These wellness-oriented amenities help ensure employers recruit and retain highly-sought after employees in Tampa's competitive workforce. In addition to trail access, direct connections to exterior spaces are provided throughout the Gateway Office development. A large plaza to the west of the building gives occupants of the conference center and café opportunities to dine and work outside, enjoying fresh air and sunshine in Tampa's warm climate. The east fitness center opens onto an exterior fitness plaza, which also connects it users to the surrounding trail network. A recessed balcony on the 4th floor offers 1,700-sq.-ft. of exclusive covered balcony space for HCAA employees. All building tenants will enjoy access to the atrium rooftop, boasting panoramic views of the bay, downtown Tampa, and unparalleled aircraft viewing.



12.5.G - BUILDING NARRATIVE

MARCH 8, 2019

Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

Outline Specification



SECTION 12.6

Outline Specification

Respondent shall fully complete and submit Appendix B.9, entitled Compliance with the Final Outline Specifications, Step 2, Proposals included in the Final Project Manual. Appendix B.9 will list required items included in the Final Outline Specifications and Respondent will indicate, with either a yes or no answer, their commitment to provide each required item in their proposed office building, parking garage and other structures. Respondent will also be allowed to provide conditional statements for their commitments.

We have completed Appendix B.9 and this document can be found on the following pages.

APPENDIX B.9

APPENDIX B.9				
COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2				
April 12, 2018				
Name of Respondent submitting Response:				
No.	Project Manual Document Items	Respondent's Commitment to Provide		
		Yes	No	Conditional Statement(s)
General Concept:				
1	Class "A" Office Building	X		
2	Class "A+" Office Building	X		
3	Competitive in Westshore Market	X		
4	Best in class amenities	X		
5	270,000 sf Building	X		277,721 Interior Gross Area / 263,876 rentable square feet
6	30,000 sf Floorplate	X		
7	Other sf Floorplate (Specify)		X	
8	Common Area % (Specify)	X		1.15 CAF is standard in Westshore market. We have 1.241 CAF for single floor tenant users and 1.281 CAF for multi-tenant
9	Lobby reception area as a gateway visitor experience with seating to accommodate minimum of 10 persons	X		Above market standard offerings. See B.13-Item 4.
10	4,000 5,000 sf Fitness Center	X		2,500 SF would be a standard sized fitness center. See B.13-Item 2.
11	Separate, secured Authority locker rooms for security personnel	X		Above market standard offerings. See B.13-Item 2.
12	Array of fitness equipment options	X		
13	One large classroom for fitness programs	X		Above market standard offerings. See B.13-Item 2.
14	Showers, lockers, and connection to exterior multi-use trail	X		Trail length seems excessive due to RFP requiring connection on the East Elevation. See B.13-Item 11.
15	2,500 sf Conference Center:	X		1,000 SF would be a standard conference center offering. See B.13-Item 5.
16	Connection to Authority boardroom		X	
17	Connection to exterior spaces	X		
18	2,500 sf Full Service Dining Facility:	X		1,500 SF would be a standard offering. See B.13-Item 3.
19	Adjacent exterior seating areas	X		
20	Kitchen and server facility suitable for building population size	X		Design above market standard
21	8,000 sf Outdoor Seating and Event Space:	X		2,000 SF-3,000 SF would be a standard offering. See B.13-Item 13.
22	Provide Authority preferential use for Outdoor Seating and Event Space	X		
23	Office Building connection to Atrium Lobby, plus at one additional Authority level.	X		Connections at Levels 1 and 5.
24	Mechanical / electrical design to meet Florida Building Code	X		
25	All Building wide mechanical/electrical systems will be located above 30' Above Mean Sea Level	X		Extraordinary given the base FEMA Flood Elevation is 9'-0" and Proposed FF Elevation is 15'-0".
26	All Authority spaces above the Lobby Level will be located at or above 30' Above Mean Sea Level	X		Extraordinary given the base FEMA Flood Elevation is 9'-0" and Proposed FF Elevation is 15'-0".
Building Design Elements:				
27	Reflect Authority's leadership in community, global technology, and sustainability	X		
28	Display and integrate Authority's brand throughout the site, building, and workplace	X		
29	Visual interest, variety of materials and break in exterior facades	X		
30	Modern, contemporary, and high-tech design	X		
31	Maximize views and natural light	X		
32	Possible use of sun shading devices	X		
33	Expose outside to interior	X		
34	Extend interior workplace to exterior	X		
35	Optimize connections to exterior spaces	X		
36	Provide exterior spaces consistent with First Class, or Class A/A+ office building	X		
37	Off-center-core location Core designed to provide large open work areas and equal access to natural light	X		
38	Floor to floor heights will consist of:	X		
39	Lobby Level – 20 feet	X		15' would be standard offering.
40	Second Level – 20 18 feet	X		15' would be standard offering.

APPENDIX B.9

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April 12, 2018			
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No.	Project Manual Document Items	Respondent's Commitment to Provide	
		Yes	No
		Conditional Statement(s)	
41	Third & Fourth Levels – 16 feet	X	14' would be standard offering.
42	General Office Levels – (Specify)	X	14' would be standard offering.
43	Exterior / outdoor spaces will consist of:	X	
44	First floor, lobby level adjacent to dining facility and conference center	X	
45	Upper floor occupied by Authority	X	
46	Circulation will consist of:	X	
47	Wider, attractive exit stairs and finishes	X	Standard of efrings would be 48" and un-finished. See B.13-Item 12.
48	Communicating stair between Authority's office floors	X	Above market standard offerings. See B.13-Item 12.
49	Elevator lobbies located for exterior views	X	Above market standard offerings.
50	Dedicated freight/service elevator	X	
51	Freight/service elevator sized to accommodate man lift	X	
Sustainability Priorities and Goals:			
52	Minimum LEED-CS Silver Certification	X	Above market standard offerings.
53	Completed attached preliminary sustainability checklist	X	
Core & Shell Building Performance Criteria will include:			
54	Energy Savings – ASHRAE 90.1 – 2010 = 28%	X	
55	Outside Air / Ventilation Rate – ASHRAE 62.1 – 2013	X	
56	Thermal Comfort – ASHRAE 55 – 2013	X	
57	Interior Potable Water Savings Minimum = 30%	X	
58	Use Zero CFC-based refrigerants in HVAC and R systems	X	
Core & Shell Building – First Tier Required Features:			
59	<u>MERV-14 (for AHU's serving Authority floors 1, 2, and 3) Merv-13 air filtration on all HVAC units</u>	X	Above market standard offerings. See B.13-Item 8.
60	Energy Recovery Ventilator	X	
61	Protection of HVAC, ductwork, and moisture absorption materials during construction	X	
62	Minimum of 50% construction waste recycled and/or diverted from landfills	X	
63	Open space walking paths, areas, and amenities for employees outdoor use	X	2,000 SF-3,000 SF would be a standard offering.
Core & Shell Building – Second Tier Targets: (as not to preclude the use of WELL Building Standard): for the Building or Authority tenant space			
64	UV Lamps on HVAC Air Handler coils	X	Above market standard offerings. See B.13-Item 8.
65	HVAC Demand Control Ventilation	X	Above market standard offerings. Per ASHRAE 90.1 section 6.4.3.8 exception 1, HVAC DCV may be omitted as a result of the use of exhaust air energy recovery (ERV's). See B.13-Item 8.
66	Stairs located within 25 feet of Building entry, or edge of lobby	X	
67	Stairs minimum 56 inches, clear width	X	Standard of efrings would be 48" and un-finished. See B.13-Item 11.
68	Loading dock designed to divert landfill waste with adequate collection and storage spaces	X	
Parking:			
69	5.5 spaces per 1,000 rentable sf	X	1,291 garage spaces, 43 surface spaces = 6.29/1,000 usf
70	Expandable to 7.0 spaces per 1,000 rentable sf	X	
71	Parking structure first floor level shall be 8'-4"	X	
72	Parking structure upper levels shall be 7'-6" minimum, <u>and not preclude mounting solar panels on top level in future</u>	X	
73	Handicap spaces per code requirements	X	
74	5% total spaces as Electrical Vehicle charging stations	X	.5%-1% would be standard with a simple duplex outlet to be provided. See B.13-Item 6.
75	Control requirements compatible with Authority systems	X	Johnson Controls will be specified
76	Minimum space dimensions 8'-9" x 18'-0"	X	
77	No compact spaces	X	
78	Stainless steel vector connectors maximum 5 feet apart	X	Above market standard of Zinc.
79	Enclosed, air-conditioned walkway from Garage to Building	X	Above market standard of "covered" vs. enclosed/conditioned. See B.13-Item 9.
80	100 dedicated Authority parking spaces, with close access to Building	X	
81	CCTV cameras compatible with Authority systems	X	
82	Bicycle parking per code requirements	X	
83	Access to parking structure shall be controlled consistent with and connected to Authority systems for security and force protection	X	
Minimum Structural Design Live Loads:			
84	Floors – Ground = 150 psf	X	

REQUEST FOR PROPOSALS
 Gateway Development Area Office Building
 Project No. 8226 17
 Appendix B.9, Addendum No. 2
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APPENDIX B.9

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April 12, 2018				
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		Yes	No	Conditional Statement(s)
85	Floors – Storage = 150 psf	X		
86	Floors – Dining = 150 psf	X		
87	Floors – Fitness = 250 psf	X		
88	Elevated – Office = 50 psf	X		
89	Elevated - Operations Centers = 150 psf	X		
90	Elevated - File Room = 150 psf	X		
91	Stairs = 100 psf	X		
92	Roof = 20 psf	X		
93	Mechanical Rooms = 150 psf	X		
94	Mechanical Roof = 100 psf + weight of cooling tower if required	X		
95	Building <u>façade</u> skin system shall consist of stone, cast stone, precast architectural concrete, glass and aluminum curtain wall, or other quality materials	X		
96	ASHRAE 90.1-2010 Building Envelope Requirements as noted	X		
Walls:				
97	All walls furred, dry walled, taped, floated, spackled or molded, sanded for level four finish, and ready to receive final tenant finishes	X		
Floors:				
98	Confirm the slab rated floor in pounds per square feet. Confirm the live load and dead load. Floor flatness requirements - Floor flatness shall be a minimum of FF 20 and floor levelness shall be a minimum of FI 17	X		
99	2nd Floor Slab Loading: 200 lbs / SF dead load. (NOC/AOC and Armory Room)	X		Above market standard offerings.
100	2nd and 3rd Floor Slabs – NOC/AOC locations: insulate slab with 2 inches of polyisocyanurate, to be placed above the structural components and below the finished flooring	X		Above market standard offerings. See B.13-Item 7.
Exterior Glazing and Window:				
101	A minimum of a 1" thick glazing assembly with a Low-E coating, set in prefinished aluminum frames or curtain wall system; windows shall be provided in the exterior wall of all office areas at the rate of a minimum of 60% of the wall area between the floor and ceiling averaged for each floor of leased space. The exterior glazing and window system shall be appropriate acoustically for this location and consistent with the sustainability guidelines for the Authority	X		The exterior Glazing System included meets an OITC 32.
Roof:				
102	Roof shall be consistent with a first-class roofing system typical for a Class "A" office building. Structure or tapered insulation will provide positive slope to internal roof drainage system. Gutters and downspouts shall not be acceptable. Provide scuppers or other secondary means of roof drainage in accordance with applicable codes and regulations. Provide multiple routing points for roof mounted equipment, antenna, and cellular service	X		
Interior Envelope:				
103	The typical floor-to-finish floor height shall be established to provide a finished ceiling at a minimum of 15'-0" AFF on the first floor (Lobby Floor) and the second floor (NOC, AOC and ICC Floor). The Authority will occupy the three lowest floors above the Lobby Floor. The typical floor-to-finish ceiling height on the third and fourth floors shall be 12'-0" AFF. The typical floor-to-finish ceiling height shall be 10'-0" AFF on the upper floors.	X		Standard market offerings are typically 12' finished ceiling height on level 1 and 10' for the balance of floors thereafter.
104	The Lobby Floor will consist of the Building Lobby, Dining Facility, Fitness Center, Authority Employee Lockers, and the Conference Center.	X		
105	The Second Floor will consist of the NOC, AOC, ICC, and IT Department.	X		
106	The Third and Fourth Floors will consist of the Authority's offices. There shall be an open stairway and a communicating stair between the Authority's two office floors. The open floor plates (approximately 30,000 sf) are best to further enhance connection and space flexibility.	X		Above market standard offerings. See B.13-Item 12
107	Insulate walls between the NOC/AOC and common building elements with 4" of R-13 Batt insulation, and a continuous vapor barrier on the common elements side of the wall. Seal all wall boxes, outlets, and penetrations to prevent the movement of air and moisture.	X		Above market standard offerings.
108	Elevators shall consist of 3,500 lb, 500 feet/minute traction elevators; the number of passenger elevators should be determined by the size and number of floors and be developed by considering estimated average wait times at peak usage.	X		Five passenger elevators w/9 landings/stops each.

APPENDIX B.9

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No.	Project Manual Document Items	Respondent's Commitment to Provide		
		Yes	No	Conditional Statement(s)
109	The service elevator shall consist of one 4,500 lb, 350 feet/minute traction elevator and may be positioned as a 'swing' cab or be separate from passenger elevators. Passenger and freight elevators, including finished interior cabs and lobbies complete with finished doors, frames, hardware, magnetic hold-open devices, call lanterns and buttons, fire department connections, and placards as required by Code and consistent with "First Class" or Class "A" building standards.	X		One freight elevator w/9 landings/stops.
110	Service Loading Dock – The office building will be accessed by an external loading dock that is accessible by a 53' commercial truck that can, at a minimum, accommodate the following: trash and recycling dumpster/compactors as needed to serve building, a dock-level loading bay that can accommodate a 53' tractor-trailer, and a grade-level loading bay for UPS/FedEx deliveries.	X		
111	Egress Stairwells – Interior egress stairs shall be constructed of reinforced cast-in-place concrete or reinforced concrete masonry units; the intent of this requirement is for the stairs to provide shelter during severe weather events.	X		Respondent shall provide Cast-In-Place.
112	Interior of Stairwells – Interior of stairwells shall be finished with painted gypsum board applied to metal framing or furring. The stairs shall be appropriately finished and interior lighting shall be consistent with quality of finished Class "A" office areas.	X		Above market standard offerings. See B.13-Item 11
113	Restrooms – Plumbing fixture counts shall exceed the 2014 Florida Building Code minimum requirements and provide water closets (and urinals) as required. The awarded Respondent will provide base building restrooms with a level of finishes for a Class "A" office building standard. The restrooms shall have sound attenuation insulation for acoustical purposes. The plumbing fixtures shall be consistent with the sustainability guidelines for the Authority.	X		Finished ceiling heights shall be 9'-0" AFF.
114	Doors – The base building shall include 8'-0" high solid core, prefinished wood veneer doors in welded hollow metal frames with commercial quality, heavy duty jambs, hinges, and lever hardware.	X		
115	Security and Access Control – The awarded Respondent shall furnish and install a security system with equipment by a manufacturer approved by the Authority that will integrate with security system specifications to be specified later. System shall include a card-access system for employees, exterior door monitoring and control, and CCTV supervision of all Lobby areas, parking areas and parking structures.	X		
116	Window Treatments – The window head located at the perimeter windows of each finished floor shall contain an integral shade pocket. Provide manual clutch-operated mesh shades with 5% opacity at all exterior windows. The window treatments shall be consistent with the sustainability guidelines for the Authority.	X	X	Above market standard offerings. See B.13-Item 1. 116-VE Option accepted by HCAA.
117	Building Lobby – The main lobby design and construction will be included and should include interior finishes for flooring, walls, ceilings, and accent lighting as is representative of a Class "A" office building. Main entry doors shall be consistent with the level of finish for a "First Class" or Class "A" office building standard. The Lobby shall also include a security/information desk and lobby restrooms.	X		2,000 SF would be a standard offering. See B.13-Item 4.
118	Electrical & Telephone Rooms - These rooms will be composed of painted gypsum board walls, sealed concrete floors and VCT with anti-static strips. Specific electrical/telephone requirements are listed in the sections below.	X		Above market standard offerings.
Heating, Ventilation, and Air Conditioning:				
119	General – The HVAC system will include all system equipment, components, and controls to provide a fully operational system ready for expansion by tenant during interior build out portion of work. The HVAC equipment shall maintain the indoor conditions used below maintained to plus or minus 2°F., based upon the local conditions specified in the 2013 Edition of ASHRAE HANDBOOK OF FUNDAMENTALS:	X		
120	Summer indoor shall be 74° F.D.B. and 50% maximum relative humidity.	X		
121	Summer outdoor shall be the ASHRAE 0.4% coincident weather data.	X		
122	Winter indoor shall be 68° F.D.B. The equipment shall be designed and sized accordingly.	X		
123	Winter outdoor shall be the ASHRAE 99.6% weather data.	X		
124	All building areas will be served from energy-efficient commercial grade HVAC systems designed to achieve the Energy and Atmosphere project goals. The HVAC system shall be consistent with the sustainability guidelines for the Authority.	X		
125	HVAC design will be based on ASHRAE standards and methods, including the ASHRAE Standard 62 requirements. Outside air shall be ducted to each mechanical room through vertical duct from an energy recovery unit.	X		

APPENDIX B.9

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		Yes	No	Conditional Statement(s)
126	The overall building HVAC system shall be controlled by an energy management system consistent with Class "A" office space. The energy management system shall be native BacNet protocol, and shall monitor and control all terminal units, air handlers, chillers, cooling towers, pumps, valves, and temperature/Co2 sensors. The Building Automation System (BAS) shall be native BacNet interface with the Authority Johnson Controls System via BacNET over IP, routed through the existing fiber backbone to the Main Terminal Control Center.	X		
127	Toilets to be located in common areas will be exhausted at the rate of 2 CFM/sq. ft. or per code requirement, whichever is greater. Toilet room exhausts will be ducted to energy recovery unit located on roof.	X		
128	Full consideration shall be given to energy conservation features in system design and equipment selection.	X		
129	Energy Recovery Ventilator: Sized to pre-condition outside air for all office and common spaces; exceptions – restaurant space shall have its own ERV. Minimum total effectiveness of 75 percent; utilizing an enthalpy wheel capable of latent and sensible heat transfer.	X		Above market standard offerings. See B.13-Item 8
130	MERV-14 MERV-14 (for AHU's serving Authority floors 1, 2, and 3) air filtration is required on all HVAC units providing outside air to the tenant space(s)	X		Above market standard offerings. See B.13-Item 8
Electrical:				
131	The electrical system shall meet the applicable requirements of current national, regional, state, and local building codes.	X		
132	Service and Building Entry – The service voltage shall be 277/480 volts, three phase, four wire. The service capacity shall be 20 VA per gross square foot, whichever is greater. The primary service shall be a dual primary preferred/alternate feeder feeding a single pad mounted transformer. The service switchboard would be provided with a main breaker and serve branch panels for tenant power.	X		The service size will be calculated at 20VA/sf for the leasable area. Core will be per NEC Code. The service size will be 4000 ampere, 480/277 volt. The main switchboard will serve tenant panels per the project manual. Refer to Electrical Riser Diagram and enlarged electrical room plans for details
133	Future service for the Authority - The primary service shall be a dual primary preferred/alternate feeder serving two pad mounted transformers. Developer Awarded Respondent will coordinate conduit pathways for a separate service entrance into an electrical room separate from the base building. The future main switchgear will have a main-tie-main arrangement.	X		Above market standard offerings.
134	Transformers and Distribution – Dry type transformers shall be utilized to provide 120/208-volt power for receptacles and other miscellaneous loads. Transformers and 120/208-volt branch circuit panelboards for future End-user areas shall be installed in the base building. The 120/208 volt loads for each floor shall be fed from a panelboard on that floor. Transformer capacity shall be calculated on a per floor basis, and be as required by the NEC or 6 VA per gross square foot, whichever is greater.	X		
135	Each floor will have a 480-volt panelboard for lighting and two (2) 208 volt panelboards for receptacles and 120 volt loads. A dry type transformer will be on each floor to serve the 208 volt panelboards. Each floor will also have a 480-volt panelboard to serve HVAC loads on the floor.	X		
136	The main switchboard and all distribution panelboards shall have 30% expansion space for future circuit breakers. Do not use a six-subdivision switchboard. Four spare 20/1 circuit breakers, and four spaces or a minimum of 30%, whichever is greater, shall be provided in all branch circuit panelboards.	X		20% would be standard market offering.
137	Metering – The facility shall have a single utility meter plus a main switchboard Power Quality electrical meter that has network interface for remote monitoring. A BAS shall be installed and shall monitor the power consumption of the building through a connection to the utility power meter. The BAS shall consist of a microprocessor-based unit with a control and display board for input and output communications with the unit.	X		Typically, Sub metering should be required if any tenant exceeds the allowed watts/sf.
138	Emergency Power – Provide a diesel-powered packaged generator dedicated for all emergency and legally required standby loads, consistent with NFPA 101, NFPA 70, NFPA 110, and FBC requirements. The generators shall be located at a minimum 30' AMSL.	X		Above market standard offerings. A diesel fueled stand by generator will be provided to serve all code required loads including a fire pump. The approximate size will be 600KW, 480/277 volt, 3 phase, 4 wire
139	The emergency power system shall consist of the transfer switch and main emergency distribution panel in the main electrical room. Each floor shall have an emergency panel(s) and transformer for the emergency loads on that floor. The emergency system shall provide power to all life safety systems and equipment, including an elevator to reach every floor, exit lighting, egress lighting, stairwell lighting, fire alarm system, the fire pump (if included), smoke evacuation (if included), sump pumps, etc. There shall be separate system transfer switches and distribution emergency and legally required systems.	X		Above market standard offerings.
140	The awarded Awarded Respondent shall provide appropriate space to support a generator for full site backup including concrete pad for placement of the Authority generator with four (4) 4" diameter conduits plus two (2) 1-1/2" control conduits from the pad site to a location within the building that can serve as the Authority's emergency electrical room.	X		Above market standard offerings.

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141	The A awarded Respondent shall also provide spaces for two future tenant generators. There shall be 6-4" C pathways provided into the building from this location to allow for tenants to develop emergency power distribution. The generators shall be located at a minimum 30' AMSL.	X		Above market standard offerings.
142	Lighting – System capacity and branch circuit panelboards for future tenant space lighting shall be installed in the base building. Panelboard capacity on each floor shall be no less than 1.5 VA per gross square foot. For each floor provide one 20/1 circuit breaker in the lighting panel for each 900 square feet of tenant area on that floor. Tenant lighting shall be provided as a part of the Tenant Improvement Allowance. Lighting control systems, including occupancy sensors, to control lighting during unoccupied periods and these systems will be operating and in good repair and in compliance with all applicable local, state and federal code requirements. Provide LED lighting.	X		LED lighting will be provided throughout the building interior and exterior. Lighting control systems meeting all energy code requirements will be provided in the building.
143	Fire Alarm System – The fire alarm system will be in-synch, addressable type with capability for pre-recorded emergency messages and overhead general paging from a central location; the fire alarm system shall comply with provision of the Florida Building Code and NFPA 101 and 72. The fire alarm system shall be compatible and easily integrated with the Authority's system.	X		A fire alarm system that will be compatible with the current campus wide system as manufactured by Simplex-Grinnell will be specified
144	Lightning Protection – Provide a lightning protection system with concealed downleads. Lightning Protection System shall be installed in accordance with NFPA 780 and shall be UL listed.	X		
145	Data/Telecom Entry – The awarded Respondent shall furnish and install four (4) four-inch (4") conduit access from the building to the local exchange telephone company right-of-way per guidelines of the local telephone company's building industry consultant/plant engineers and four (4) four-inch (4") conduit access from the building to a competitive local exchange telephone company right-of-way as designated by the Authority. Mobile and wireless technologies will be used extensively and the development must include provisions to boost the wireless reception, to assure the quality of wireless reception is sufficient for the population to be served. It is also required to have within the core one (1) IDF room of approximately 10 x 12' for every approximate 30,000 SF of floor area.	X		
146	Core service electrical rooms on each floor to be code compliant and complete with all meters, feeders, transformers, panels, breakers, and associated equipment required to provide electrical service of not less than 4.6 watts per square foot of connected load (consisting of 1.1 watts per square foot for lighting (277 volt) and 3.5 watts per square foot convenience (120/208 volt) service).	X		
Plumbing Systems:				
147	General – Plumbing systems will be installed and consist of sanitary drainage, storm drainage, hot and cold water throughout the building. The plumbing systems shall be consistent with the sustainability guidelines for the Authority.	X		
148	Roof drainage shall be provided to connect into the storm lines on the surrounding site. The vertical roof drain leaders will be located in the core space of the building. All horizontal rainwater leaders shall be insulated. Perimeter gutters and downspouts are not acceptable.	X		
149	Domestic hot water will be supplied from electric or gas water heaters with a hot water recirculating system connected to restroom lavatories, janitor's mop sinks and other trades where required.	X		
150	Sanitary system will be extended through the building and connect risers, toilet room fixtures, and mechanical equipment to the sanitary sewer system. There shall be a minimum of three (3) waste, vent, and water risers that the tenants can utilize.	X		
151	The cold-water system will deliver water from the public water main through a meter to the building. Pressure at all fixtures shall be between 40 and 80 psi. The Developer Awarded Respondent shall provide pressure reducing/boosting equipment as required.	X		
152	Provide water cooler with water bottle filling station at least one location per floor.	X		
153	Provide reduced pressure backflow preventer (RPBP) for domestic water system.		X	Addendum 6, Page 58 indicates RPBP's BY OTHERS w/flanges for connections by the Respondent.
154	Provide reclaimed water for irrigation for all landscaping.	X		
155	Elevator pits shall be provided with automatic sump pumps. Forced mains shall discharge to an approved visible location.	X		154 HICAA to provide reclaimed service main to property line with other utilities.
Telecommunications and Security Systems:				
156	Separation: Throughout the design of the building and site preparation it shall be very clear at all times if telecom infrastructure is meant to be for the Authority or for the other tenants. These two infrastructures shall be completely separate not sharing any spaces, raceways or even access to them.	X		Above market standard offerings.

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157	Existing infrastructure: Currently there are 2 duct banks going around the Rental Car Center building that need to be extended to new Office Building property. One is called "Service provider duct bank" and it is currently used by the Local Exchange Carriers (LECs) to provide telecom services to the car rental companies and other tenants inside the campus. The second duct bank is called "Authority duct bank" and is only used exclusively for the Authority owned and operated telecommunications lines. The Authority will provide a connection for each at or near the property line.	X		Project will connect to Authority provided connection points.
158	Telecom service for Tenant. The service provider duct bank needs to be extended into the non-Authority tenant spaces in the building. This duct bank shall rise up in the building in a location accessible only through non-Authority areas. At a minimum 2-4" conduits need to be provided from the site to all floors with non-Authority tenant spaces.	X		
159	Telecom service for the Authority. The Authority duct bank needs to be extended into the Authority spaces in the building. This service shall be redundant using diverse and physically separated infrastructures (>20' of separation at all times). At a minimum 4-4" conduits shall be brought from the Authority duct bank into Authority spaces, at 2 separate locations.	X		Above market standard offerings.
160	Infrastructure redundancy. While the service provider infrastructure does not need to be redundant, B196 the Authority infrastructure shall be redundant. It is envisioned that one connection to the Authority duct bank will come through the connector bridge and overhead into the building, the second connection could come from the ground directly into the building from the Authority provided connection.	X		Above market standard offerings.
161	Telecom rooms for the Authority. Telecom rooms for the Authority will be developed inside the Authority floors as part of the design of the Authority spaces. The location where the Authority infrastructure comes from the ground up shall be carefully coordinated with the Authority to make sure it lines up with the design of the Authority space.	X		Above market standard offerings.
162	Access to roof. The Authority will require antennas on the roof of this building, so a 10'X12' room shall be built in the penthouse to house the Authority radio equipment and other infrastructure strictly under the control of the Authority. This room shall communicate with the Authority spaces with 2-4" conduits not accessible through any tenant spaces.	X		Above market standard offerings.
163	Antenna support structure. The building will require at least a 60' long I-Beam installed horizontally about 2' above the roof to support multiple Authority antennas. This I-Beam shall be supported from the building structure and shall be designed to support the wind loads required for the building with multiple antennas attached to the I-Beam. This support system shall be adjacent to the room for radio equipment and shall be bonded to the lightning protection system in the roof. All roof top equipment shall be screened.	X		Above market standard offerings.
164	Telecommunications grounding system. All Telecom rooms for tenant and entrance facilities shall have a 12"X4" copper ground bar inside tied to the main ground electrode in the building through a telecommunications grounding backbone (TBB). The TBB shall be a AWG 2/0 copper insulated cable.	X		Above market standard offerings.
165	Authority Parking. The Authority parking areas will have security and telecom requirements. In order to provide that infrastructure, the Authority telecom rooms shall be required in the parking area. These rooms shall be 8'X10' and shall communicate back to the Authority building through redundant raceways. These redundant raceways shall be no less than 2-4" conduits linking all rooms in the Authority parking area.	X		Above market standard offerings.
166	Drop off canopy. The drop off canopy outside of the building shall have 2-2" conduit coming from the Authority spaces in the building, so WIFI and surveillance cameras can be provided by the Authority in that canopy.	X		Above market standard offerings.
167	Door security for access to the Authority controlled spaces. All exterior or interior access to the Authority controlled spaces shall have infrastructure for a security access control system. These doors shall have mud boxes in the frame to run wires to electromagnetic locks and door position switches mounted in the frame and door. All door hardware shall be as per the Authority design guidelines.	X		Above market standard offerings.
168	Door security for common area doors (building access for the Authority and non-Authority staff). If card access is to be required for common area doors they need to be provided with a complete access control system, not just empty raceways. Since it is envisioned non-Authority tenants will not have an airport proximity card, the access control system selected shall be able to read the airport proximity card and the badges for non-Authority tenants.	X		

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169	Video surveillance cameras. The Authority will develop a security plan during the design of their spaces including locations of surveillance cameras. Cameras might be located inside the Authority spaces, in common areas, building roof top and Authority parking areas. Raceways for cameras in common areas will be required to be included in the building design. 230 Developer Awarded Respondent shall plan for their own CCTV surveillance system for non-Authority areas that might require security to protect non-Authority staff.	X		
Fire Protection System:				
170	General – The building shall be fully sprinklered. An automatic wet pipe sprinkler system will be provided with design and installation in accordance with NFPA 13.	X		
171	Standpipe for fire department valve will be provided at each stairwell in accordance with NFPA 14.	X		
172	Automatic fire pump and jockey pump (if required) will be provided in accordance with NFPA 20, connecting to the fire protection system. Install a double check valve assembly and 'siamese' fire department connection for the sprinkler system.	X		
173	Sprinkler heads in lay-in ceilings will be the semi-recessed type and be installed centered in ceiling tiles. Sprinkler heads in gypsum board ceilings will be concealed type with flat ceiling plate.	X		
174	Provide future Authority fit outs with core and shell sprinklers sized for Light Hazard, and a Density of 0.12 gpm/sq.ft for most remote 1500 sf.	X		
175	Fire extinguishers in all core fire extinguisher cabinets to meet all codes.	X		
176	Exit signage as required by code for the Building.	X		
General:				
177	Site Walkways - shall be concrete, brick or other suitable paving material. Drives and Parking areas will be concrete or asphalt concrete paving with concrete curbs (extruded curbs installed on the finish course of pavement is not acceptable).	X		
178	Entry Plaza - is to be provided that is consistent with a first-class entrance for a Class "A" office building. The plaza shall be accented with paving material different from standard concrete sidewalks, lighting, and landscape elements.	X		
179	Exterior Lighting - shall include lighting at entrances and canopies, bollards where walkways reach the building at entrances, parking, and walkway lighting, and lighting for a monument sign. Exterior lighting shall not point up and shall be consistent with the sustainability guidelines for the Authority. Fixtures generally shall use LED lamps. Parking and walkways shall have 2 foot-candles averaged maintained illumination. Exterior lighting shall be contactor switched, controlled by a photocell and a time clock. Accent lighting should be provided to higher levels at each point of entry.	X		
180	Signage - Fronting on the major access street, a lighted monument sign shall identify the building and address, and select tenant's occupancy. Provide electrical service and lighting under the electrical section.	X		
181	Building Signage – The Authority reserves the right to all exterior building signage. Provide adequate electrical service for exterior building signage locations.	X		Above market standard
182	Other - The site shall be drained to the Authority's storm drainage system. Sanitary sewer, electric, telephone, and water shall be brought to the building via underground services.	X		
183	Other - The site shall be drained to the Authority's storm drainage system. Sanitary sewer, electric, telephone, and water shall be brought to the building via underground services.	X		
Specification Index: HVAC				
23 00 10 - BASIC MECHANICAL REQUIREMENTS				
184	Comply with ADA, current NFPA standards, current Florida Building Code standards and all owner MEP Engineering Design Guidelines.	X		
185	Provide shop drawings for all ductwork and piping systems and provide final as-built drawings to owner and engineer in Revit 2016 or later.	X		
186	Provide submittals for all equipment (and substitution request for manufacturer's not listed in specification).	X		
187	All mechanical equipment and materials stored on site shall be cleaned prior to installation.	X		
23 01 01 - HVAC SUSTAINABILITY REQUIREMENTS				
188	Provide all documentation required for LEED requirements and credits.	X		Above market standard offerings.
23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT				
189	All motors shall comply with NEMA MG-1	X		
190	Polyphase motors to be high-efficiency and compatible with variable frequency drives.	X		

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191	Single phase motors shall be EC type.	X		
192	Motors exposed to ambient conditions shall be TEFC.	X		
23 05 14 - VARIABLE FREQUENCY MOTOR CONTROLLERS				
193	Provide a manual bypass on all drives.	X		
194	VFD's shall be installed as close as possible, within reason, to the equipment driven by the VFD while providing adequate access space.	X		
23 05 19 - METERS AND GAUGES FOR HVAC PIPING				
195	Flows and temperatures shall be capable of being monitored using visual inspection of gauges.	X		
196	Thermometers shall be 7" nominal length and pressure gauges shall be 4-1/2" nominal diameter.	X		
197	Pressure gauges shall be 0-100 PSI and thermometers shall be 0-100 F and 0-250 F for chilled water and hot water systems, respectively.	X		
23 05 23 - GENERAL-DUTY VALVES FOR HVAC PIPING				
198	Handlever: For quarter-turn valves NPS 6 and smaller	X		
199	Handwheel: For valves other than quarter-turn types	X		
200	Chainwheel: For valves higher than 10'-0" AFF.	X		
201	Provide extensions for valves in insulated piping to allow for insulation around valve	X		
202	Ball valves - Bronze, for NPS 2 and smaller piping	X		
203	Butterfly Valves - 150 CWP, Iron, for NPS 2-1/2 and larger	X		
204	Check Valves - Bronze	X		
23 05 29 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT				
205	All hangers/supports and supporting systems shall meet ASCE and MSS standards.	X		
206	Cooling Tower supports (or within cooling tower yard) - Stainless-Steel	X		Above market standard offerings. Consider Galvanized.
207	Outdoor supports (and unconditioned indoor areas) - hot-dipped galvanized	X		
208	Indoors supports (conditioned areas) - carbon steel	X		
23 05 48 - VIBRATION CONTROLS FOR HVAC				
209	All equipment installed adjacent to or above occupied areas shall be provided with adequate vibration isolation to mitigate the transfer of vibration and subsequently sound to the occupied areas	X		
210	Vibration isolation systems' attachment to structural members shall be coordinated with the structural engineer prior to ordering equipment.	X		
23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT				
211	Equipment, ductwork, piping and all appurtenances shall be labeled in mechanical rooms, outdoor equipment yards and above ceilings (where label would be visible from access panel).	X		
212	Label lettering shall be sized according to the viewing distance calculated.	X		
213	All raised equipment pads (or house-keeping pads) in mechanical rooms shall be labeled with yellow and black striped tape on the vertical edge of the pad to prevent a tripping hazard.	X		
23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC				
214	Contractor shall test and balance all air and hydronic systems, including any balancing that would be required when tying into existing systems or common utility headers.	X		
215	Testing to comply with AABC or NEBB standards.	X		
216	Tolerances for all systems are +/- 10%.	X		
23 07 13 - DUCT INSULATION				
217	Insulation shall meet requirements in Florida Energy Conservation Code and ASHRAE 90.1.	X		
218	Internal duct insulation is prohibited. All insulation shall be either external or double-wall ductwork.	X		
219	Concealed ductwork shall use blanket insulation.	X		
220	Exposed ductwork (if not double-wall) shall use rigid board insulation.	X		
221	All duct accessories shall be installed to allow continuous insulation of ductwork.	X		
222	All supply, return and outside air ductwork common to building shall be insulated.	X		

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23 07 19 - HVAC PIPING INSULATION				
223	Foamglas insulation required for all chilled and hot water piping, indoors and outdoors. Provide embossed aluminum jacket on any outdoor chilled or hot water piping.	X		
224	Refrigerant and condensate piping shall use flexible elastomeric insulation. Outdoor piping shall include a field applied jacket.	X		
225	Outdoor chilled water piping insulation shall be designed to eliminate condensation on piping in worst-case ambient conditions.	X		
226	All cold surfaces, indoors and outdoors, shall be insulated.	X		
23 09 00 - INSTRUMENTATION AND CONTROLS FOR HVAC				
227	Basis of design: Johnson Controls. System shall be integrated into existing campus Johnson Control system.	X		
228	All points listed in control diagrams shall be provided.	X		
229	Belimo Valves are Basis of Design for control valves	X		
230	All control valves shall be fully modulating.	X		
23 21 13 - HYDRONIC PIPING				
231	Mechanical pipe joining systems (Victaulic) are allowed for rooftop and mechanical room piping only. Piping in any other parts of the building to be welded.	X		
232	Chilled/Hot Water	X		
233	NPS 2 and smaller – Type K copper or Sch. 40 steel	X		
234	NPS 2-1/2 and larger – Sch. 40 steel	X		
235	Condenser Water Piping - Sch. 40 steel	X		
236	Condensate Piping - Type K copper	X		
23 21 16 - HYDRONIC PIPING SPECIALTIES				
237	Basis of Design for control valves in Belimo.	X		
238	Provide manual air vents at the top of all hydronic systems.	X		
239	Bladder type expansion tanks and tangential air separators are required for all hydronic systems.	X		
240	Flexible piping connectors shall be braided metal	X		
241	All strainer baskets shall be cleaned after test and balance and prior to final closeout.	X		
23 21 23 - HYDRONIC PUMPS				
242	Double suction, end suction and vertical incline pumps are all approved for use.	X		
243	Provide a hoist beam in any mechanical room with motors weighing in excess of 100 lbs.	X		
23 25 13 - WATER TREATMENT FOR CLOSED-LOOP HYDRONIC SYSTEMS				
244	Provide bypass chemical feeder for each closed-loop system	X		
245	Chemical treatment shall be performed by a local chemical treatment company and requires a service contract. Coordinate with owner on any existing contracts in place.	X		
23 25 16 - WATER TREATMENT FOR OPEN-LOOP HYDRONIC SYSTEMS				
246	Chemical treatment shall be performed by a local chemical treatment company and requires a service contract. Coordinate with owner on any existing contracts in place.	X		
23 31 13 - METAL DUCTS				
247	All ductwork shall comply with latest "SMACNA HVAC Duct Construction Standards"	X		
248	Standard ductwork shall be G-60 galvanized.	X		
249	Ductwork shall be sealed as according to Florida Energy Conservation Code and SMACNA standards.	X		
23 33 00 - AIR DUCT ACCESSORIES				
250	Fire dampers shall meet UL555. All fire dampers shall be dynamic type.	X		
251	Smoke and combination fire-smoke dampers shall meet UL555S	X		
252	All life safety dampers shall have 120V actuators (if required).	X		
253	All control dampers shall be modulating type and 24V.	X		
23 34 23 - HVAC POWER VENTILATORS				
254	Fans shall comply with UL 705. Grease fans shall comply with UL 762.	X		
255	Any life safety fans producing a thrust greater than 10% of the weight of the fan shall be provided with thrust restraints.	X		
256	Fan shall have AMCA certified performance data.	X		
257	Fans shall be directed drive unless otherwise noted.	X		
23 36 00 - AIR TERMINAL UNITS				
258	Air terminal units shall be double wall construction.	X		
259	Electric heating coils shall have disconnect switch interlocked with access door. Access door shall be fully articulating.	X		

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260	Air terminal units shall be able to be installed upside down and function correctly.	X	X	Above market standard offerings. See B.13-Item 8 280-VE Alternate accepted by HCAA
23 37 13 - GRILLES, REGISTERS AND DIFFUSERS				
261	All devices shall be constructed out of aluminum (fully aluminum, not aluminized steel).	X	X	261-VE Alternate accepted by HCAA
262	All devices shall have insulated back pans or plenums (exterior insulation only) and shall be provided by the device manufacturer when possible.	X		
263	Any dampers or ductwork visible through any device from below shall be painted flat black.	X		
264	All devices shall be from the same manufacturer.	X		
23 64 00 - WATER COOLED CHILLERS				
265	Chiller efficiency shall meet Florida energy Conservation Code and ASHRAE 90.1.	X		
266	All mechanical equipment rooms shall be conditioned.	X		
267	Chiller submittals shall include refrigerant monitor systems for mechanical room.	X		
268	Coordinate required short circuit rating with electrical engineer prior to ordering any equipment.	X		
23 65 00 - COOLING TOWER OPEN COUNTER FLOW				
269	Counter flow and cross flow towers are acceptable.	X		
270	Tower to be certified with CTI.	X		
271	Cooling tower shall be of stainless-steel construction. Provide access ladder and walkable platform on top of tower.	X		Above market standard offerings. Consider Galvanized.
272	Motor shall be accessible from the top of the tower and use a drive shaft (no belt drives allowed). Provide davit for motor removal.	X		
273	Each tower shall be provided with a side-stream separator system connected to the basin sweeper piping.	X		
23 72 00 - AIR-TO-AIR ENERGY RECOVERY EQUIPMENT				
274	Enthalpy recovery wheels shall be segmented to avoid warping	X		
275	Heat Pipes shall be provided with solenoid valves for capacity control.	X		
276	All air-to-air energy recovery equipment shall be provided with a bypass duct.	X		
23 73 13 - MODULAR INDOOR CENTRAL-STATION UHUs				
277	Minimum 18 GA wall panels, double wall, 2 inches of insulation, and L/200 deflection is required.	X		
278	12" 2" <u>MERV-14, 90% efficient cartridge filters with MERV-7 pre-filter and access doors between filters and coils</u>	X		Above market standard offerings. See B.13-Item 8
279	Maximum supply fan HP shall be 10 HP. Over 10 HP total for unit, use fan array.	X		
280	No electric heat in the AHU. Provide either in duct-mounted heater or terminal unit.	X		
23 82 19 - FAN COIL UNITS				
281	Fan coil units shall have provisions for MERV-13 <u>MERV-14</u> filtration to meet LEED requirements	X		Above market standard offerings. See B.13-Item 8
282	Fan coil units shall be provided with secondary drain pan.	X		
283	Fan coil must be compatible with JCI controls.	X		
284	Electric heat shall be by duct mounted heater, no heat in fan coil units.	X		
23 00 10 - BASIC ELECTRICAL REQUIREMENTS				
285	General: Provide labor, materials, permits, inspections and re-inspection fees, tools, equipment, transportation, insurance, temporary protection, temporary power and lighting, supervision and incidental items essential for proper installation and operation of the Electrical systems indicated in the Contract Documents. Provide materials not specifically mentioned or indicated but which are usually provided or are essential for proper installation and operation of the Electrical systems indicated in the contract documents.	X		
26 00 80 - TEST AND PERFORMANCE VERIFICATION				
286	Independent testing is generally over and above Developer <u>Awarded Respondent</u> construction. Testing usually performed by contractors	X		
26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES				
287	Building wires, cables, connectors, splices, and terminations for wiring systems rated 600V and less.	X		
288	Conductors and Cables: Conductors: Copper conductors only; Conductor Insulation: Types THHN-THWN.	X		
26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS				
289	Quality Standard for Grounding Materials and Equipment: UL 467.	X		
290	Insulated Conductors: Copper wire or cable.	X		
291	Bare Copper Conductors: Solid conductors; stranded conductors; tinned conductors; stranded bonding conductors; copper tape; braided bonding jumpers; tinned-copper tape, braided bonding jumpers.	X		
26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS				
	RACEWAY APPLICATION	X		

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292	Outdoors: Exposed: GRC; Concealed, Aboveground: GRC; Underground: Type EPC-40-PVC direct buried; Connection to Vibrating Equipment: LFMC; Boxes and Enclosures, Aboveground: Type 3R and Type 4.	X		
293	Indoors: Exposed, Not Subject to Physical Damage: EMT; Exposed and Subject to Severe Damage: GRC; Concealed: EMP; Connection to Vibrating Equipment: FMA, except LFMC in damp or wet locations.	X		
294	Damp or Wet Locations: GRC; Boxes and Enclosures: Type 1, except Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.	X		
295	Minimum Raceway Size: 3/4-inch (21-mm) trade size.	X		
296	Raceway Fittings: Compatible with raceways and suitable for use and location. Rigid and Intermediate Steel Conduit: Threaded rigid steel conduit fittings. PVC Externally Coated, Rigid Steel Conduits: Fittings listed for use with this type of conduit. EMT: zinc die cast set screw. Flexible Conduit: Fittings listed for use with flexible conduit.	X		
26 05 43 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS				
297	Conduits, ducts, and duct accessories for direct-buried duct banks.	X		
26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS				
298	Power Raceway Identification: Self-adhesive vinyl labels	X		
299	Power and Control Cable Identification: Self-adhesive vinyl labels	X		
300	Conductor Identification: Color-coding conductor tape	X		
301	Floor Marking Tape: Pressure-sensitive vinyl tape	X		
302	Underground-Line Warning Tape: Detectable three-layer laminate	X		
303	Warning Labels and Signs: Self-adhesive warning label and Baked-enamel warning signs	X		
304	Instruction Signs: Engraved, laminated acrylic or melamine plastic	X		
305	Equipment Identification Labels: Engraved, laminated acrylic or melamine plastic	X		
26 22 00 - LOW-VOLTAGE TRANSFORMERS				
306	General Transformer Requirements: Factory assembled and tested; air cooled. Cores: Grain-oriented, non-aging silicon steel. Coils: Aluminum, continuous windings without splices except for taps.	X		
26 24 13 - SWITCHBOARDS				
307	Quality Standards: NEMA PB 2, NFPA 70, and UL 891.	X		
308	Approved Manufacturers are: Square D-Schneider Electric, General Electric Corporation, Eaton-Cutler Hammer	X		
26 24 16 - PANELBOARDS				
309	Quality Standards: NEMA PB 1 and NFPA 70.	X		
310	Approved Manufacturers are: Square D-Schneider Electric, General Electric Corporation, Eaton-Cutler Hammer	X		
26 32 13 - ENGINE GENERATORS				
QUALITY ASSURANCE				
311	Quality Standard: NEMA MG 1 and NFPA 37	X		
312	Emergency Power Supply System: NFPA 110, Level 1.	X		
313	Safety Standard: ASME B15.1.	X		
26 36 00 - AUTOMATIC TRANSFER SWITCHES				
GENERAL:				
314	Solid-state controls.	X		
315	Resistant to damage by voltage transients.	X		
316	Solenoid or electric-motor operated.	X		
317	Designed for continuous-duty, repetitive transfer of full-rated current.	X		
318	Neutral switched for four-pole switches.	X		
319	Neutral terminals for single-phase, three-wire or three-phase, four-wire systems without neutral switching.	X		
320	Oversize neutrals.	X		
321	Heaters for switches exposed to outdoor temperatures and humidity.	X		
322	Battery charger for generator starting batteries.	X		
323	Annunciation, control, and programming interface components.	X		
324	Enclosures: NEMA 250, Type 1.	X		
325	Automatic Transfer Switches: NFPA 110, Level 1.	X		
326	Type: Contactor type	X		
327	Manual Switch Operation: Under load	X		
328	Signal-before-transfer contacts.	X		
329	Digital communication interface.	X		
FEATURES:				
330	Undervoltage sensing for each phase of normal source.	X		
331	Time delay for override of normal-source sensing.	X		

REQUEST FOR PROPOSALS
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APPENDIX B.9

APPENDIX B.9				
COMPLIANCE WITH THE FINAL OUTLINE SPECIFICATIONS, STEP 2, PROPOSALS, ADDENDUM NO. 2				
April 12, 2018				
Name of Respondent submitting Response:				
No.	Project Manual Document Items	Respondent's Commitment to Provide		
		Yes	No	Conditional Statement(s)
332	Voltage/frequency lockout relay.	X		
333	Time delay for retransfer to normal source.	X		
334	Test switch.	X		
335	Switch-position pilot lights.	X		
336	Source-available indicating lights.	X		
337	Unassigned auxiliary contacts.	X		
338	Transfer override switch.	X		
339	Engine starting contacts.	X		
340	Engine Shutdown Contacts: Time delay adjustable.	X		
341	Engine-generator exerciser with programmable-time switch.	X		
26 41 13 - LIGHTNING PROTECTION FOR STRUCTURES				
SUMMARY:				
342	Lightning protection for structures.	X		
QUALITY ASSURANCE:				
343	Installer: Certified by UL.	X		
344	Quality Standards: UL 96 and NFPA 780.	X		
COMPONENTS:				
345	Roof-Mounting Air Terminals: NFPA 780, Class I copper.	X		
346	Ground Rods: Copper-clad steel.	X		
347	Heavy-Duty, Stack-Mounted, Lightning Protection Components: Solid copper.	X		
INSTALLATION:				
348	Installation Standards: UL 96A and NFPA 780.	X		
349	Conductors to Be Concealed: System conductors; down conductors; interior conductors; conductors within normal view of exterior locations at grade; ground loop.	X		
FIELD QUALITY CONTROL:				
350	Inspection: UL Master Label.	X		
26 43 13 - SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL CIRCUITS				
QUALITY ASSURANCE:				
351		X		
352	Quality Standards: IEEE C62.41.2, IEEE C62.45, NFPA 70, NEMA LS 1, UL 1283, and UL 1449.	X		
22 05 00 - BASIC PLUMBING REQUIREMENTS				
353	All installations shall comply with ADA, NFPA and current Florida Building Codes.	X		
354	Any manufacturer submitted that is not on the approved manufacturer's list in the specifications will need to have a "Request for Substitution" form submitted as well.	X		
22 05 17 - SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING				
355	Provide cast-iron sleeves for all penetrations.	X		
356	Extend sleeves installed in floors of mechanical areas or other wet areas a minimum of 2" above finished floor level.	X		
22 05 23 - VALVES, COCKS & SPECIALTIES FOR PLUMBING SYSTEMS				
357	Water main valves and backflow preventers shall be AWWA approved.	X		
22 05 29 - BASIC PLUMBING MATERIALS AND METHODS				
358	Provide housekeeping pads for floor mounted equipment in rooms where water piping exists.	X		
359	Comply with ASME for identification of piping systems.	X		
22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT				
360	Equipment labels shall have black background with white lettering.	X		
361	Warning labels shall have yellow background with black lettering	X		
362	Refer to ASME A13.1 for pipe labeling.	X		
363	Valve tags shall be brass.	X		
22 07 00 - INSULATION FOR PLUMBING SYSTEMS				
364	Warm surfaces over 120 degrees shall be insulated, include storage tanks, with calcium silicate insulation with finished cement.	X		
365	Cold surfaces below 70 degrees shall be insulated with 1" flexible elastomeric insulation.	X		
366	Horizontal rain water piping shall have ½" fiberglass insulation.	X		1" when receiving condensate water.
22 10 00 - PLUMBING PIPING SYSTEM				
367	Domestic water piping shall be Type K copper, fittings and joints to be soldered.	X		Also, type L for condensate drainage.
368	Sanitary and waste vent piping shall be cast-iron, PVC acceptable underground.	X		No hub cast iron.
369	Storm piping shall be cast-iron, PVC acceptable underground.	X		Hub and spigot cast iron when exposed.
22 11 13 - FACILITY WATER DISTRIBUTION PIPING				
370	All materials shall conform to AWWA standards.	X		
371	All water mains shall have blue marker tape buried 24 inches above top of pipe for full length of pipe.	X		
22 11 23 - DOMESTIC WATER PACKAGED BOOSTER PUMPS				

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APPENDIX B.9

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April 12, 2018				
Name of Respondent submitting Response:				
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		Yes	No	Conditional Statement(s)
372	System shall be multiplex packaged pump system meeting UL 508, 508A, 778 and 1995.	X		100% redundancy and alternating sequency per HCAA design cri
373	All motors shall be high-efficiency and compatible with variable frequency drives.	X		
374	Pump shall be inline type with shutoff values provided in each pump's suction and discharge lines.	X		
22 13 17 - CLEANOUTS AND CLEANOUT ACCESS COVERS				
375	Cleanouts shall be provided at 90 degree elbows and at the base of all stacks.	X		
376	Exterior cleanouts shall have an 18"x18"x6" concrete pad around cleanout.	X		
377	Concealed cleanouts in walls shall have access panel provided.	X		
22 13 19 - FLOOR DRAINS AND SHOWER DRAINS				
378	Provide trap primers for all drains.	X		Also consider the use of trap seal devices where single floor drai
379	All showers shall be provided with polyethylene pans and all joints shall be welded with solvent bonding liquid.	X		
22 13 23 - SANITARY WASTE INTERCEPTORS				
380	Oil interceptors shall be factory-fabricated with a removable sediment bucket. Also, provide cast-iron or steel shroud extended to grade with reinforced cover.		X	Parking garages in which servicing, repairing or washing is not c
22 14 26 - ROOF DRAINS				
381	Install according to manufacturer's instructions.	X		
22 14 29 - SUMP PUMPS				
382	Submersible sump pumps shall comply with UL 778, cast-iron casing, stainless steel pump and shaft and hermetically sealed motor.	X		
383	Sump pumps shall alarm back to building controls using auxiliary contacts.	X		
22 34 05 - DOMESTIC WATER HEATERS, COMMERCIAL ELECTRIC				
384	Water heaters shall include all valves, fittings, overflow drain pan, expansion tank and appurtenances.	X		
385	Tank to be completely insulated.	X		
386	Controls shall have built-in manual hi-limit reset.	X		
22 40 00 - PLUMBING FIXTURES				
387	Refer the HCAA standards regarding plumbing fixtures	X		Consider the use of water closet flush valves with 1.28 gpf in lieu
388	Fixtures shall meet ASHRAE 18, ARI 1010, ANSI A117.1, and UL 399.	X		
21 05 00 - COMMON WORK RESULTS FOR FIRE SUPPRESSION				
389	Any piping in public stairwells or exposed shall be painted red.	X		
390	Concealed piping can be labeled instead of painted.	X		
21 05 13 - COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT				
391	Motors shall comply with NEMA MG-1 and IEEE 841.	X		
392	Motors shall be premium efficiency and rated for variable frequency drives.	X		
21 05 17 - SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING				
393	Provide galvanized-steel pipe sleeves and seal system for all piping in: exterior concrete walls above grade, below grade and concrete slabs on grade.	X		
394	Concrete slabs above grade can utilize galvanized steel or PVC sleeves.	X		
395	Interior partitions shall utilize galvanized steel sleeves.	X		
21 05 18 - ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING				
396	Provide brass or cast iron escutcheons, single piece or split-case type, for pipe penetrations of walls, ceilings and finished floors.	X		
21 05 53 - IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT				
397	All labels shall be red background with white lettering.	X		
398	Label all pipes and equipment. For concealed piping, install label to be visible from access panel or service areas.	X		
21 11 00 - FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING				
399	Piping shall meet compliance with HCAA underwriter.	X		
400	Typical piping shall be ductile iron, grooved-end with mechanical joints.	X		
401	All valves shall be gate valve type.	X		
21 12 00 - FIRE-SUPPRESSION STANDPIPES				
402	All valves shall be UL Listed or FM approved and shall have minimum pressure ratings of 175/300 PSIG for standard/high-pressure systems.	X		
403	Valve cabinets shall be stainless steel and have fire rating where installed in rated walls.	X		
21 13 13 - WET-PIPE SPRINKLER SYSTEMS				
404	Sprinkler Piping (Above Ground): Pipes 2 inch and smaller will be schedule 40 black steel, ASTM A-53 and UL Listed, Fittings will be malleable iron, 150 psi banded, threaded, black, ANSI B-16.3; Pipes 2 ½ inches and larger roll and grooved schedule 10 black steel pipe, ASTM A-135 and UL Listed. Fittings will be mechanical grooved coupling system, UL Listed.	X		

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APPENDIX B.9

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April 12, 2018			
Name of Respondent submitting Response:			
No.	Project Manual Document Items	Respondent's Commitment to Provide	
		Yes	No
405	All valves shall be UL Listed or FM approved and shall have minimum pressure rating of 175 PSIG.	X	
21 31 13 - ELECTRIC-DRIVE, CENTRIFUGAL FIRE PUMPS			
406	Pump shall be UL 448 listed for fire service, split-case type.	X	New Fire Pump shall serve both the Bldg. and Garage.
407	Motor shall be UL 1004A listed, meet NEMA MG-1 and compatible with variable frequency drive.	X	
21 34 00 - PRESSURE-MAINTENANCE PUMPS			
408	Provide a multistage, vertical pump designed for surface installation with pump and motor direct coupled and mounted vertically.	X	
409	Refer to drawings for pressure-switch settings.	X	
21 39 00 - CONTROLLERS FOR FIRE-PUMP DRIVERS			
410	Controller shall be listed by an NRTL and comply with NFPA 20 and UL 218.	X	
411	Wye delta and soft start VFD started options allowed.	X	

EXHIBIT E
JANITORIAL SPECIFICATIONS

The Parties agree to create mutually acceptable janitorial specifications prior to Term Commencement Date.

EXHIBIT F

RULES AND REGULATIONS

NOTHING IN THESE RULES AND REGULATIONS (“RULES AND REGULATIONS”) SHALL SUPPLANT ANY PROVISION OF THE LEASE. IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THESE RULES AND REGULATIONS AND THE LEASE, THE LEASE SHALL PREVAIL.

These Rules and Regulations apply to and govern Tenant’s use of the Premises and Project. Capitalized terms have the meanings given in the Lease, of which these Rules and Regulations are a part. Tenant is responsible for all Claims arising from any violation of these Rules and Regulations by Tenant beyond any applicable notice and/or cure periods provided in the Lease and such liability is expressly limited to the limits of any applicable then-current sovereign immunity statutory limits:

1. No Tenant party shall encumber or obstruct the common entrances, lobbies, elevators, sidewalks and stairways of the Building(s) or the Project or use them for any purposes other than ingress or egress to and from the Building(s) or the Project.

2. Except as specifically provided in the Lease, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Premises or the Building(s) without Landlord’s prior written consent. Landlord shall have the right to remove, at Tenant’s sole cost and expense and without notice, any sign installed or displayed in violation of this rule.

3. If Landlord objects in writing to any curtains, blinds, shades, screens, hanging plants or other similar objects attached to or used in connection with any window or door of the Premises or placed on any windowsill, and (a) such window, door or windowsill is visible from the exterior of the Premises and (b) such curtain, blind, shade, screen, hanging plant or other object is not included in plans approved by Landlord, then Tenant shall promptly remove such curtains, blinds, shades, screens, hanging plants or other similar objects at its sole cost and expense.

4. No deliveries shall be made that impede or interfere with other tenants in or the operation of the Project. Movement of furniture, office equipment or any other large or bulky material(s) through the Common Area shall be restricted to such hours as Landlord may designate and shall be subject to reasonable restrictions that Landlord may impose.

5. Tenant shall not place a load upon any floor of the Premises that exceeds the load per square foot that (a) such floor was designed to carry or (b) is allowed by Applicable Laws. Fixtures and equipment that cause noises or vibrations that may be transmitted to the structure of the Building(s) to such a degree as to be objectionable to other tenants shall be placed and maintained by Tenant, at Tenant’s sole cost and expense, on vibration eliminators or other devices sufficient to eliminate such noises and vibrations to levels reasonably acceptable to Landlord and the affected tenants of the Project.

6. Tenant shall not use any method of HVAC other than that shown in the Tenant Improvement plans.

7. Tenant shall not install any radio, television or other antennae; cell or other communications equipment; or other devices on the roof or exterior walls of the Premises except in accordance with the Lease. Tenant shall not interfere with radio, television or other digital or electronic communications at the Project or elsewhere.

8. Tenant shall store all of its trash, garbage and Hazardous Materials in receptacles within its Premises or in receptacles designated by Landlord outside of the Premises. Tenant shall not place in any such receptacle any material that cannot be disposed of in the ordinary and customary manner of trash, garbage and Hazardous Materials disposal. Any Hazardous Materials transported through Common Area shall be held in secondary containment devices.

9. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any Governmental Authority.

10. Tenant shall cooperate and participate in all reasonable security programs affecting the Premises.

11. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be deposited therein.

12. Smoking is permitted only in Landlord designated areas.

13. The Project's hours of operation are currently 24 hours a day, seven days a week.

14. Tenant shall comply with all orders, requirements and conditions now or hereafter imposed by Applicable Laws or Landlord ("Waste Regulations") regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash generated by Tenant (collectively, "Waste Products"), including (without limitation) the separation of Waste Products into receptacles reasonably approved by Landlord and the removal of such receptacles in accordance with any collection schedules prescribed by Waste Regulations.

15. No animal is allowed in the Property without written approval, except for service animals or other animals assisting the disabled, animals used professionally as part of the operations of the Airport or other animals allowed by applicable federal or state law.

16. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping valuable items locked up and doors locked and other means of entry to the Premises closed and secured after Business Hours and at other times the Premises is not in use.

17. Tenant will not bring into the Property inflammables, such as gasoline, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature.

18. Tenant will not bring any bicycles or other vehicles of any kind into the Building, except for appropriate vehicles necessary for assisting the disabled or used in the operation of the Airport. Bicycles will be allowed in the Parking Garage.

19. Smoking is not permitted anywhere upon the Property, except in such areas located outside of the Building as may be expressly designated as permitted smoking areas in writing from time to time by Landlord in its reasonable discretion. Tenant will not allow any smoking anywhere within the Building. All smoking materials must be disposed of in ashtrays or other appropriate receptacles provided for that purpose.

20. Tenant will not use in the Premises or Common Area of the Property any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve.

21. Tenant will not park or permit parking in any areas designated by Landlord for parking by visitors to the Property or for the exclusive use of other tenants or occupants of the Property. Only passenger vehicles, public safety vehicles, maintenance vehicles, and Airport operations vehicles may be parked in the parking areas.

22. Parking stickers or any other device or form of identification supplied as a condition of use of the parking facilities will remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated or obstructed in any manner. Such devices are not transferable and any device in the possession of an unauthorized holder will be void.

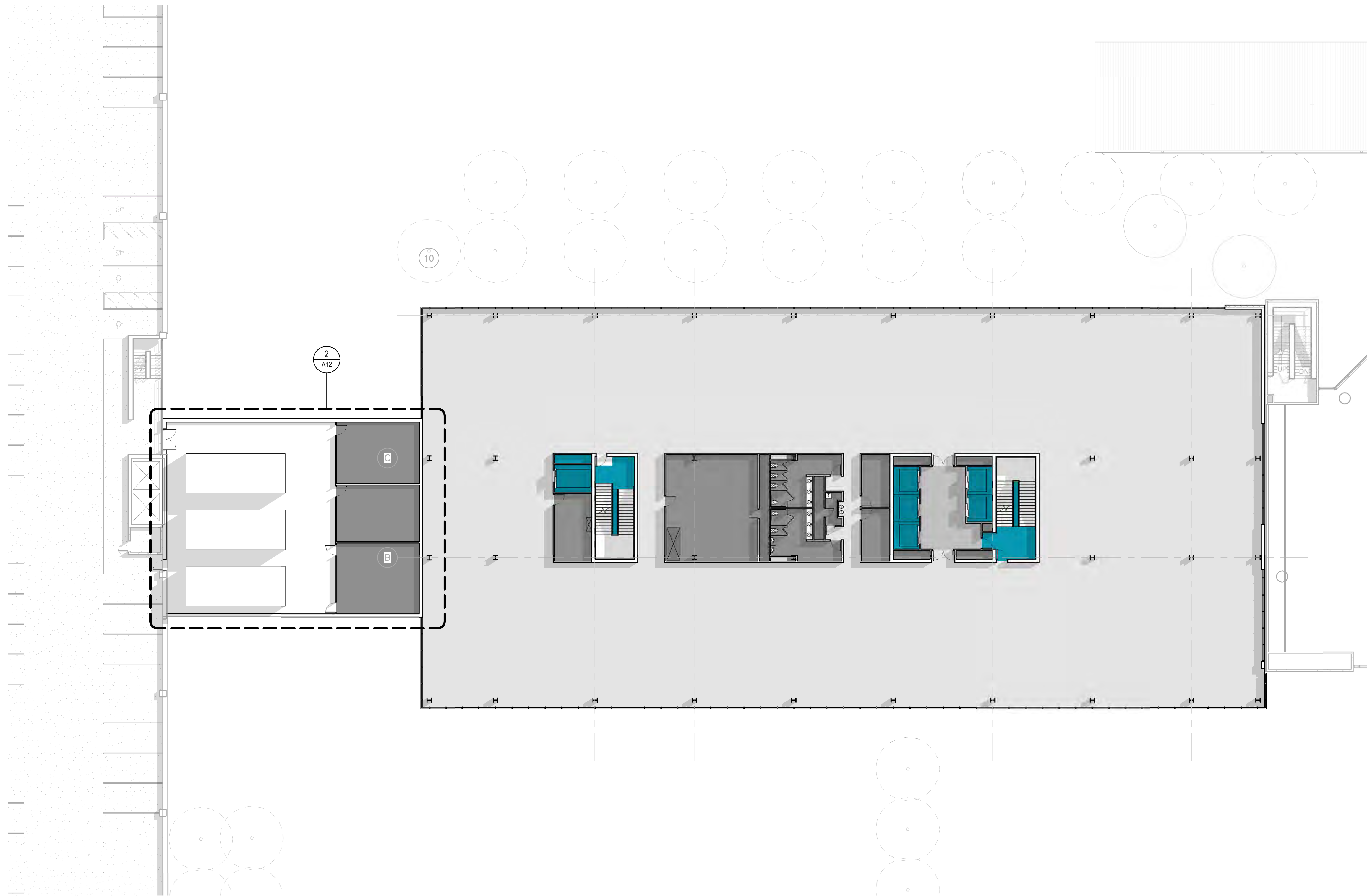
23. Parking is prohibited (a) in areas not striped for parking; (b) in aisles; (c) where “no parking” signs are posted; (d) on ramps; (e) in cross-hatched areas; (f) in loading areas except temporary parking of public safety vehicles; and (g) in such other areas as may be designated by Landlord.

24. No storage of vehicles is permitted (i.e., more than 30 consecutive days).

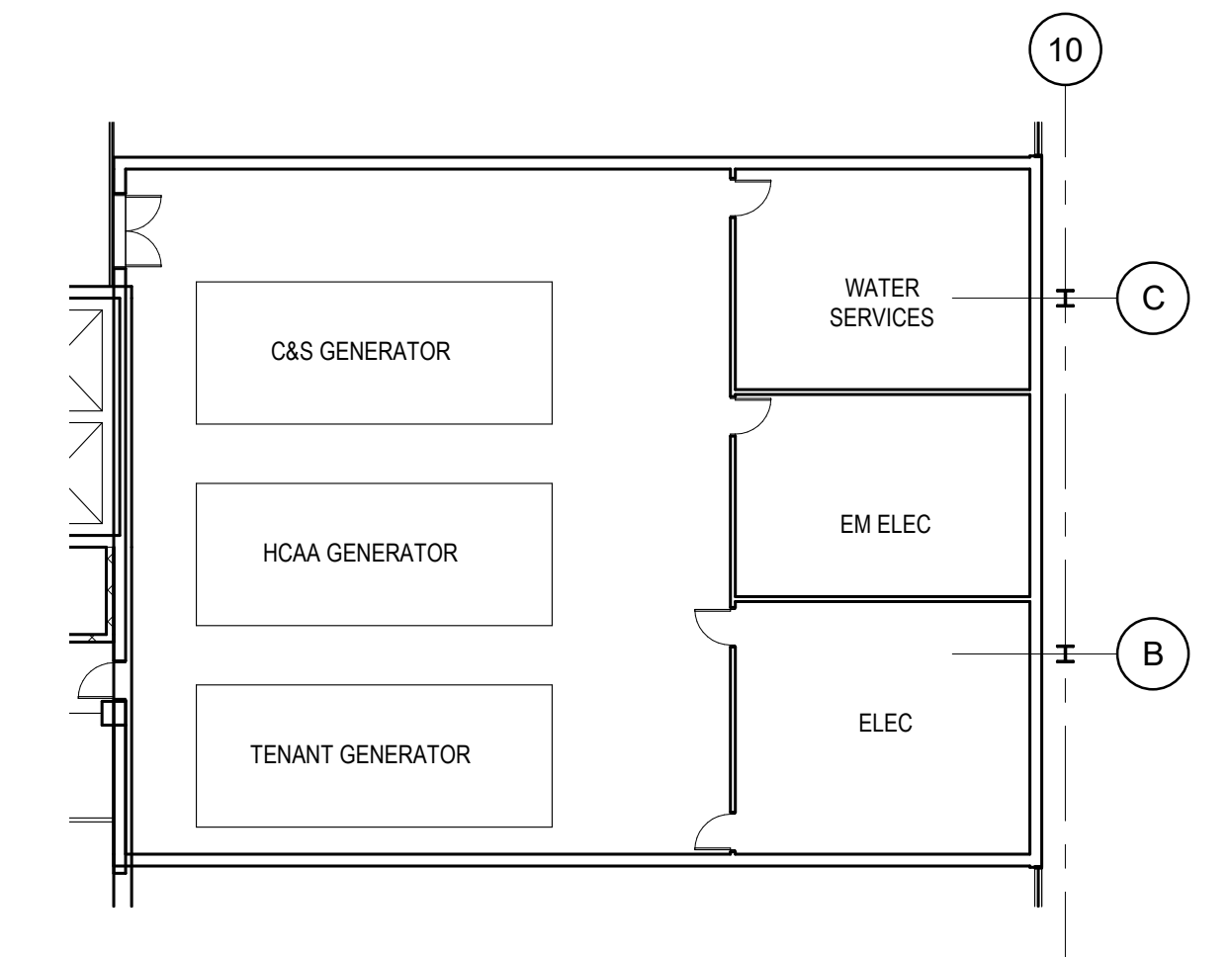
25. Landlord reserves the right to refuse parking identification devices and parking rights to Tenant or any other person who fails to comply with the Property Rules applicable to the parking areas. Any violation of such rule will subject the vehicle to removal, at such person’s expense.

These Rules and Regulations shall not be applied in any manner more strictly against Tenant than as are enforced against any other tenant of the Building. These Rules and Regulations are in addition to, and shall not be construed to in any way, modify or amend, in whole or in part, the terms covenants, agreements and conditions of the Lease. Landlord reserves the right to make such other and reasonable additional rules and regulations as, in its judgment, may from time to time be needed for safety and security, the care and cleanliness of the Project, or the preservation of good order therein so long as uniformly applied to all tenants of the Building; provided, however, that Tenant shall not be obligated to adhere to such additional rules or regulations until Landlord has provided Tenant with written notice thereof. Tenant agrees to abide by these Rules and Regulations and any such additional rules and regulations issued or adopted by Landlord. Tenant shall be responsible for the observance of these Rules and Regulations by all Tenant parties.

**EXHIBIT G
RESERVED**



1 LEVEL 2
1/16" = 1'-0"



2 HCAA Generator
1/16" = 1'-0"

12.5.A - Level 2

February 26, 2019 1/16" = 1'-0"
Gateway Development Office Building [project no. 8226 17 | Step 2, Proposal]

EXHIBIT I

FORM OF ESTOPPEL CERTIFICATE

To: _____

Re: [PREMISES ADDRESS] (the "Premises") at [STREET ADDRESS], Tampa, FL 336__
(the "Property")

The undersigned tenant ("Tenant") hereby certifies to the best of its knowledge:

1. Tenant is a tenant at the Property under a lease (the "Lease") for the Premises dated as of [____], 20[___]. The Lease has not been cancelled, modified, assigned, extended or amended [except as follows: [____]], and there are no other agreements, written or oral, affecting or relating to Tenant's lease of the Premises or any other space at the Property. The Lease term expires on [____], 20[___].

2. Tenant took possession of the Premises, currently consisting of [____] square feet, on [____], 20[___], and commenced to pay rent on [____], 20[___]. Tenant has full possession of the Premises, has not assigned the Lease or sublet any part of the Premises, and does not hold the Premises under an assignment or sublease [, except as follows: [____]].

3. All base rent, rent escalations and additional rent under the Lease have been paid through [____], 20[___]. There is no prepaid rent, except \$[____] [, and the amount of security deposit is \$0.00].

4. Base rent is currently payable in the amount of \$[____] per month.

5. Tenant is currently paying estimated payments of additional rent of \$[____] per month on account of real estate taxes, insurance, management fees and/or Common Area maintenance expenses.

6. All work to be performed for Tenant under the Lease has been performed as required under the Lease and has been accepted by Tenant [, except [____]], and all allowances to be paid to Tenant, including allowances for tenant improvements, moving expenses or other items, have been paid.

7. There is no existing default under the Lease as of the date hereof [, except [____]], and Tenant has no knowledge of any occurrence which, with the giving of notice or the passage of time, or both, would constitute a default under the Lease [, except [____]].

8. Tenant has the following expansion rights or options for leasing additional space at the Property:

Any capitalized terms not defined herein shall have the respective meanings given in the Lease.

Dated this [____] day of [____], 20[____].

[____],
a [____]

By: _____
Name: _____
Title: _____

EXHIBIT J

SNDA

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Attn.: _____

Space above for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT - LEASE**

This Subordination Agreement is made as of _____, 201__, by and among _____, whose address is _____("Lessee"), and _____ whose address is _____ ("Lessor") in favor of _____, a _____, its successors and/or assigns ("Lender").

Factual Background

1. Lessor and Lessee entered into a lease agreement dated as of _____ ("Lease"), covering certain premises more particularly described and incorporated herein on attached Attachment "A" ("Property").

2. Lender is extending a loan to Lessor (the "Loan") and as security for the Loan Lessor will grant Lender a first priority [mortgage] (the "Mortgage") encumbering the Property dated as of _____, 201__, which Mortgage will be recorded in the Official Records of _____ County, _____.

3. It is a condition to Lender's extending the Loan that the lien of the Mortgage shall at all times be senior and prior to the interest of Lessee under the Lease.

Agreement

Therefore, Lender, Lessor and Lessee agree as follows:

1. The Lease, including any and all amendments, modifications, replacements, substitutions, extensions and renewals and all other right, title and interest of Lessee in and to the Property whether now existing or hereafter acquired, is hereby and will continuously remain subordinate, subject and inferior to all of the following: (i) the lien of the Mortgage; (ii) all terms and provisions of the Mortgage; (iii) all sums now or hereafter secured by the Mortgage; (iv) all rights, remedies, powers, privileges and immunities provided by the Mortgage, or otherwise available to the holder of the Mortgage at law or in equity; and (v) to any and all renewals, extensions, modifications and supplements to the Mortgage, irrespective of the amount, term or other provisions.

2. The Lender would not extend the Loan without this Subordination Agreement.

3. Lessee consents to and approves of all provisions of the Loan and the Mortgage, as the same may be amended from time to time.

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Mortgage and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, the Loan or other credit accommodation will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

5. Lessor and Lessee jointly and severally agree that the Mortgage provides for the direct payment to Lender of all rents and other monies due and to become due to Lessor under the Lease, upon the occurrence of certain conditions as set forth in the Mortgage, without Lender's taking possession of the Property or otherwise assuming Lessor's position, or any of Lessor's obligations, under the Lease. Upon receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, Lessor authorizes and directs Lessee thereafter to make all such payments to or at the direction of Lender, releases Lessee of any and all liability to Lessor for any and all payments so made, and will defend, indemnify, and hold Lessee harmless of and from any and all claims, demands, losses, or liabilities asserted by, through, or under Lessor (except by Lender) for any and all payments so made. Upon receipt of such notice, Lessee thereafter will pay all monies then due and to become due from Lessee under the Lease to or at the direction of Lender, notwithstanding any provision of the Lease to the contrary. Lessee agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage, will operate to impose any liability upon Lender for performance of any obligation of Lessor under the Lease unless and until Lender elects otherwise in writing, unless Lender becomes the Lessor under the Lease pursuant to a foreclosure, or by any proceeding or voluntary conveyance in lieu of foreclosure. Such payments will continue until Lender directs Lessee otherwise in writing. The provisions of this Section will apply from time to time throughout the term of the Lease.

6. So long as Lessee is not in default, beyond any period given to Lessee to cure a default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, Lessee's possession of the Property and Lessee's rights and privileges under the Lease, including any extensions or renewals, shall not be diminished or interfered with by Lender during the term of the Lease or any extensions or renewals. So long as Lessee is not in default, beyond

any period given Lessee to cure such default, in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, Lender will not join Lessee as a party for the purpose of terminating or otherwise affecting Lessee's interest under the Lease, in any action of foreclosure or other proceeding brought by Lender to enforce any rights arising because of any default under the Mortgage. Lender may, however, join Lessee as a party if joinder is necessary under any statute or law to secure the remedies available to Lender under the Mortgage, but joinder shall be for that purpose only and not for the purpose of terminating the Lease or affecting Lessee's right to possession of the Property.

7. If the Lessor's interest is transferred to and owned by Lender or any successor of Lender because of foreclosure or other proceedings brought by Lender, or by any other manner, and Lender succeeds to Lessor's interest under the Lease, Lessee shall be bound to the Lender, and except as set forth below, Lender shall be bound to Lessee under all of the terms, covenants and conditions of the Lease for the balance of the remaining term, including any extensions or renewal. Lessee agrees to attorn to Lender as the Lessor, with the attornment being effective and self-operable immediately upon Lender succeeding to the interest of Lessor under the Lease, all without the execution by the parties of any further instruments.

8. If Lender shall succeed to the interest of Lessor under the Lease by foreclosure or conveyance in lieu thereof, Lender shall be bound to Lessee under all the terms, covenants and conditions of the Lease, and Lessee shall, from and after Lender's succession to the interest of Lessor under the Lease, have the same remedies against Lender for the breach of an agreement contained in the Lease that Lessee might have had under the Lease against Lessor if Lender had not succeeded to the interest of Lessor; provided, however, Lender shall not be: (a) liable for any default, act or omission of any prior lessor (including Lessor), provided nothing herein shall derogate from the obligation of Lender to perform all of the obligations of Lessor pursuant to the Lease once Lender succeeds to the interest of Lessor under the Lease, including, but not limited to, curing any default of Lessor of a continuing nature, provided that Lender received notice of such default prior to Lender filing for any foreclosure action; (b) subject to any claims, offsets or defenses which Lessee might have against any prior lessor (including Lessor); (c) bound by any rent or additional rent which Lessee might have paid for more than one month in advance; (d) bound by any amendment or modification of the Lease made without Lender's consent; (e) liable for the return of any security deposit except to the extent actually received by Lender from Lessor.

SIGNATURES TO COMMENCE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement as of the day and year first above written.

WITNESSES:

LESSEE:

_____, a _____

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this ____ day of _____, 20____,

by _____ as _____

(Individual's Name)

(Individual's Title)

of _____, a _____, on behalf of said _____,

(Company Name)

who is personally known to me or has produced _____ as identification.

Stamp or Seal of Notary

NOTARY PUBLIC

Name: _____

My Commission Expires: _____

WITNESSES:

LESSOR:

_____, a _____

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this ____ day of _____, 20____,

by _____ as _____

(Individual's Name)

(Individual's Title)

of _____, a _____, on behalf of said _____,

(Company Name)

who is personally known to me or has produced _____ as
identification.

Stamp or Seal of Notary

NOTARY PUBLIC

Name: _____

My Commission Expires: _____

WITNESSES:

LENDER:

_____, a _____

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this ____ day of _____, 20____,

by _____ as _____

(Individual's Name)

(Individual's Title)

of _____, a _____, on behalf of said _____,

(Company Name)

who is personally known to me or has produced _____ as
identification.

Stamp or Seal of Notary

NOTARY PUBLIC

Name: _____

My Commission Expires: _____

Attachment "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

GUARANTY

GUARANTY OF SUBLEASE BETWEEN HILLSBOROUGH COUNTY AVIATION AUTHORITY, AN INDEPENDENT SPECIAL DISTRICT EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA ("SUBLESSOR") AND COASTAL VENTURES SKYCENTER, LLC dba NATURE'S TABLE, A FLORIDA LIMITED LIABILITY COMPANY ("SUBLESSEE") DATED _____, 2020.

FOR VALUE RECEIVED, in consideration for, and as an inducement to Sublessor entering into the Sublease Agreement ("Sublease") referenced above with Sublessee, concerning the Subleased Premises as described in said Sublease, the undersigned absolutely and unconditionally guarantees to Sublessor and Sublessor's successors and assigns under the Sublease, the timely and complete performance of the obligations in the Sublease to be performed or observed by Sublessee (the "Guaranteed Obligations"), all without requiring any notice of nonperformance or non-observance by Sublessee unless otherwise expressly required under the Sublease. The undersigned unconditionally expressly agrees that the validity of this Guaranty and the obligations and covenants of the undersigned set forth herein shall in no event be terminated, modified, amended, affected or impaired by reason of the assertion by Sublessor against Sublessee of any of the rights or remedies reserved to Sublessor pursuant to the provisions of the Sublease, or by Sublessor granting any indulgence or waiver or giving of additional time to Sublessee for the performance of any of the obligations of Sublessee under the Sublease, and this Guaranty shall remain in full force and effect notwithstanding any renewal, modification, amendment, extension, assignment, or holdover of the Sublease; provided, however, that this Guaranty shall terminate upon the assignment of the Sublessee's interest under the Sublease to a third party approved by the Sublessor pursuant to the terms of the Sublease. The Sublessor shall have no obligation to pursue any remedies against Sublessee before enforcing this Guaranty against the undersigned, notwithstanding absence of notice to, or consent of, the undersigned, or any of them, such consent or notice being expressly and unconditionally waived. This Guaranty is a guaranty of performance and not collection.

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

Dated: _____, 2020

GUARANTOR:

COASTAL VENTURES HOLDINGS, LLC dba Nature's Table, a Florida limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT C

LESSOR APPROVAL

This document will be provided after to execution of the Sublease.

EXHIBIT D
SUBLEASED PREMISES

TBCI Project No. 19_040

Food Service Design Documents For

SKYCENTER ONE TAMPA INTERNATIONAL AIRPORT

Tampa, FL.

04/17/20

SCHEMATIC DESIGN

DRAWING INDEX		
Sheet Number	Sheet Name	Sheet Issue Date
FS-0.0.0	COVER SHEET	04/17/20
FS-0.1.1	GENERAL NOTES	04/17/20
FS-0.1.2	ELECTRICAL NOTES	04/17/20
FS-0.1.3	PLUMBING NOTES	04/17/20
FS-0.1.4	MECHANICAL NOTES	04/17/20
FS-0.2.1	STANDARD DETAILS	04/17/20
FS-1.1.1	EQUIPMENT SCHEDULE	04/17/20
FS-2.1.1	EQUIPMENT PLAN	04/17/20
FS-6.1.1	ELEVATION REFERENCE PLAN	04/17/20
FS-6.1.2	ELEVATIONS	04/17/20
FS-6.1.3	ELEVATIONS	04/17/20
FS-6.1.4	ELEVATIONS	04/17/20
FS-7.1.1	EXHAUST HOOD DETAILS	04/17/20
FS-7.1.2	EXHAUST HOOD DETAILS	04/17/20
FS-7.1.3	EXHAUST HOOD DETAILS	04/17/20
FS-7.1.4	EXHAUST HOOD DETAILS	04/17/20
FS-7.1.5	EXHAUST HOOD DETAILS	04/17/20
FS-8.1.1	WALK-IN DETAILS	04/17/20
FS-8.1.2	WALK-IN DETAILS	04/17/20

NOTES

THIS PLAN REPRESENTS A FOOD SERVICE LAYOUT OF CULINARY, BEVERAGE, SYSTEMS AND RELATED EQUIPMENT FOR THE CONVENIENCE OF OWNER/OPERATOR, ARCHITECTS, THE MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS, KITCHEN EQUIPMENT FABRICATORS, KITCHEN EQUIPMENT CONTRACTORS AND OTHER RELATED TRADES. THE BASE PLAN HAS BEEN MADE AVAILABLE FROM INFORMATION PROVIDED BY OTHERS, NOT LIMITED TO MEASUREMENTS, ELECTRICAL AND PLUMBING SPECIFICATIONS AND LISTINGS OF EQUIPMENT LISTINGS. THIS PLAN IS NOT LIMITED TO PLUMBING, STRUCTURAL, LIFE SAFETY, ELECTRICAL AND MECHANICAL, GENERAL CONTRACTORS, SUBCONTRACTORS, KITCHEN EQUIPMENT CONTRACTORS, INSTALLERS, RELATED AND NON-RELATED CONTRACTORS. CONTRACTORS ARE RESPONSIBLE FOR SECURING AND OBTAINING THE NECESSARY PERMITS AND SPECIFIC INFORMATION. INFORMATION INDICATED ON THESE PLANS IS GENERAL FOR FOOD SERVICE EQUIPMENT AND ARE INTENDED AS REFERENCE ONLY. THEODORE BARBER & COMPANY, INC. IS NOT RESPONSIBLE FOR THE ENGINEERING OR INTERPRETATION OF RELATED ENGINEERING AND DISCIPLES THROUGHOUT THE FULL SET OF CONSTRUCTION DOCUMENTS SPECIFIC TO THE FOOD SERVICE EQUIPMENT IN RELATION TO THE STRUCTURE, ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL TRADES. SELECT OFFERINGS SPECIFICALLY PROVIDED FOR IN THE PLANS AND SPECIFICATIONS. THEODORE BARBER & COMPANY, INC. ASSUMES NO RESPONSIBILITY FOR WORK DONE BY ANY AND ALL ARCHITECTS, ENGINEERS, CONSULTANTS OR CONTRACTORS, OR FOR ANY CHANGES MADE NECESSARY BY LOCAL, STATE, OR NATIONAL BUILDING CODES, ORDINANCES, STRUCTURAL CONDITIONS, OR BY THE SUBSTITUTION OR CHANGES IN EQUIPMENT SHOWN ON THESE PLANS. CONTRACTORS ARE TO MAKE ALLOWANCES FOR INTERFERE AND EXISTING FINISH CONDITIONS ON THE FOOD SERVICE EQUIPMENT. WASTE PIPING, VALVES, BACK-FLOW PREVENTION TRAPS, DRAIN GATES, FLOOD GAS REGULATORS, FANUCITS, STEAM TRAPS, STARTING SWITCHES AND MOTORS, SAFETY WHERE SPECIFICALLY NOTED IN THE FOOD SERVICE SPECIFICATIONS, SECTION 1140.

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KEYNOTES

THE ORIGINAL SIZE OF THIS DRAWING IS 30" X 42"

ISSUES AND REVISIONS		
NO.	DATE	DESCRIPTION

SCALE 1/2" = 1'-0"	DATE 04/17/20	PROJECT NO. 19_040
DRAWN BY GEP	CHECKED BY DH	

PROJECT TITLE

FOODSERVICE DESIGN DOCUMENTS FOR

SKYCENTER ONE

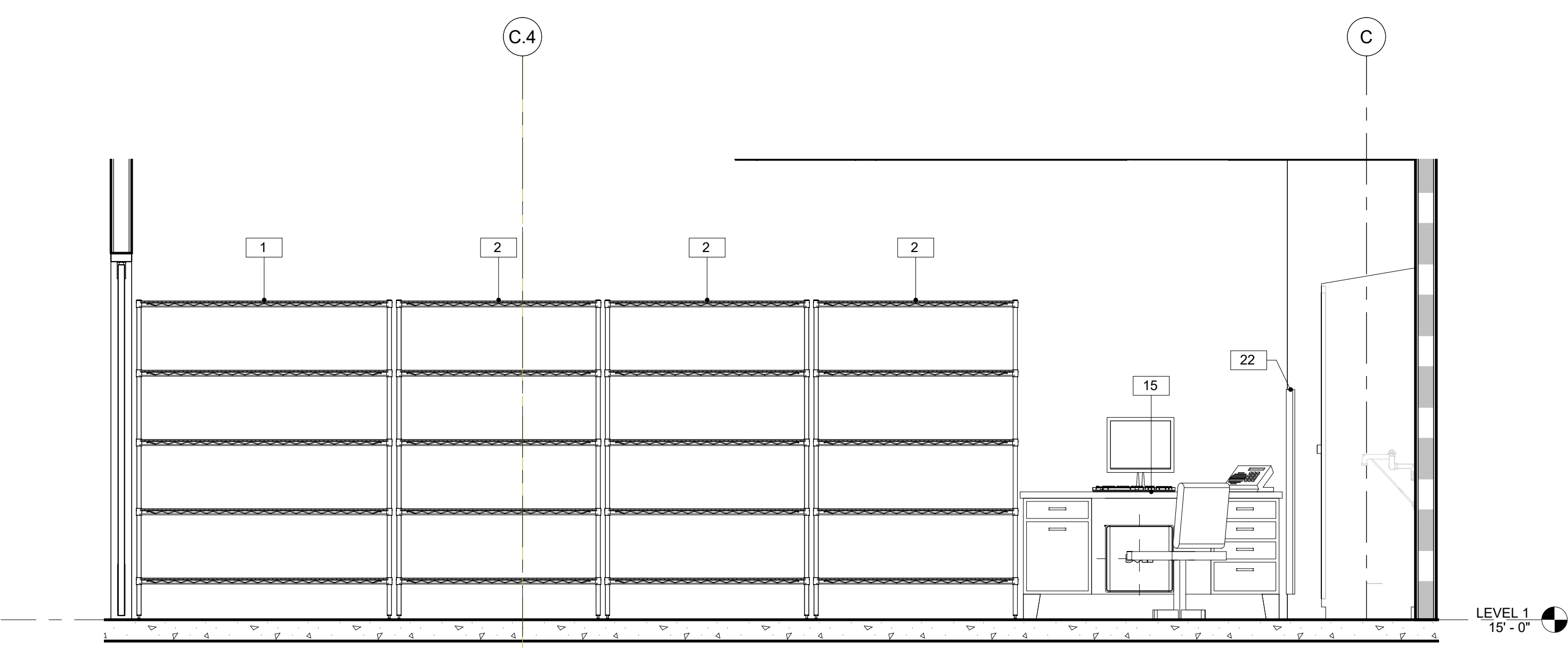
TAMPA INTERNATIONAL

AIRPORT

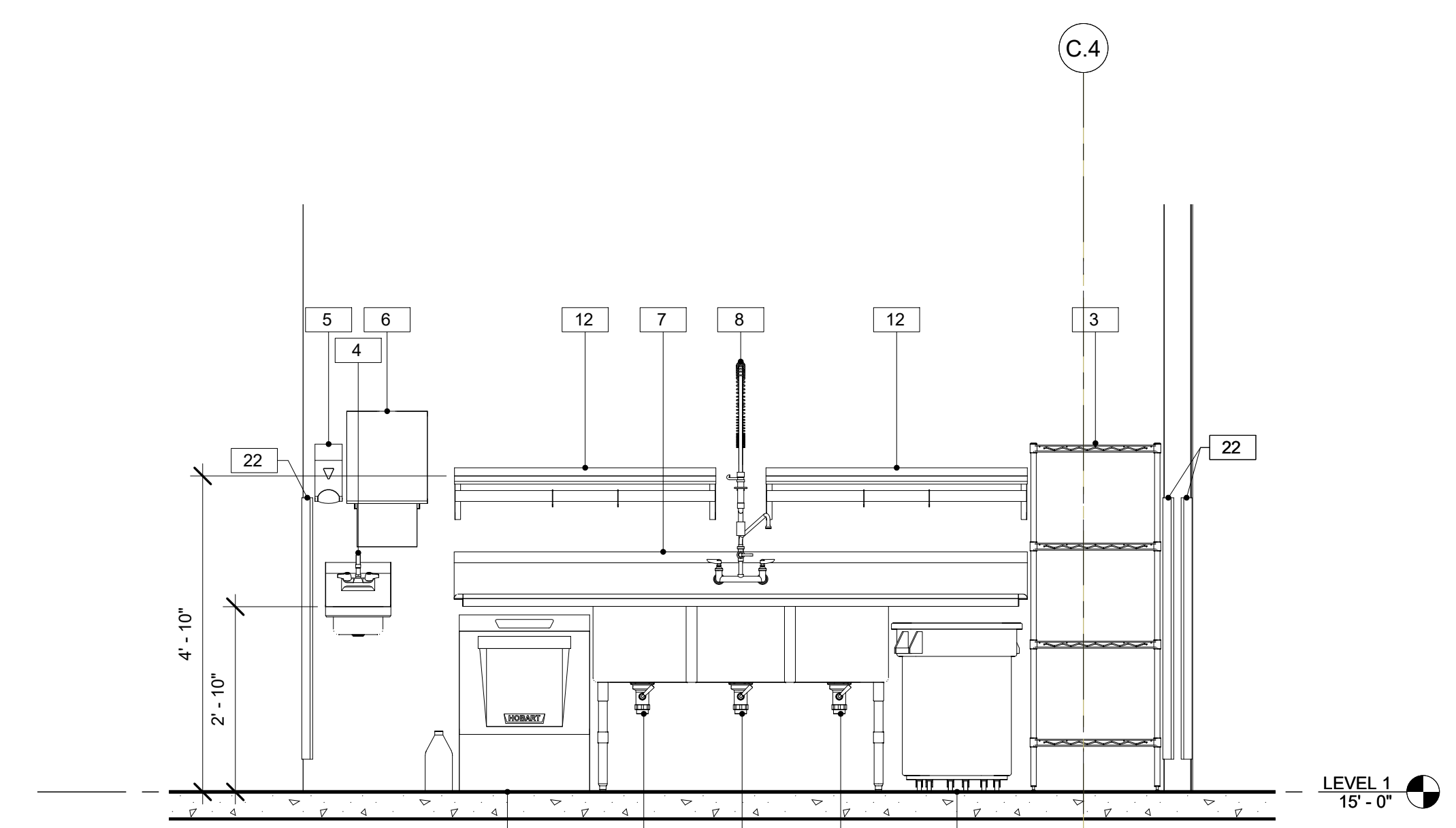
SHEET TITLE

ELEVATIONS

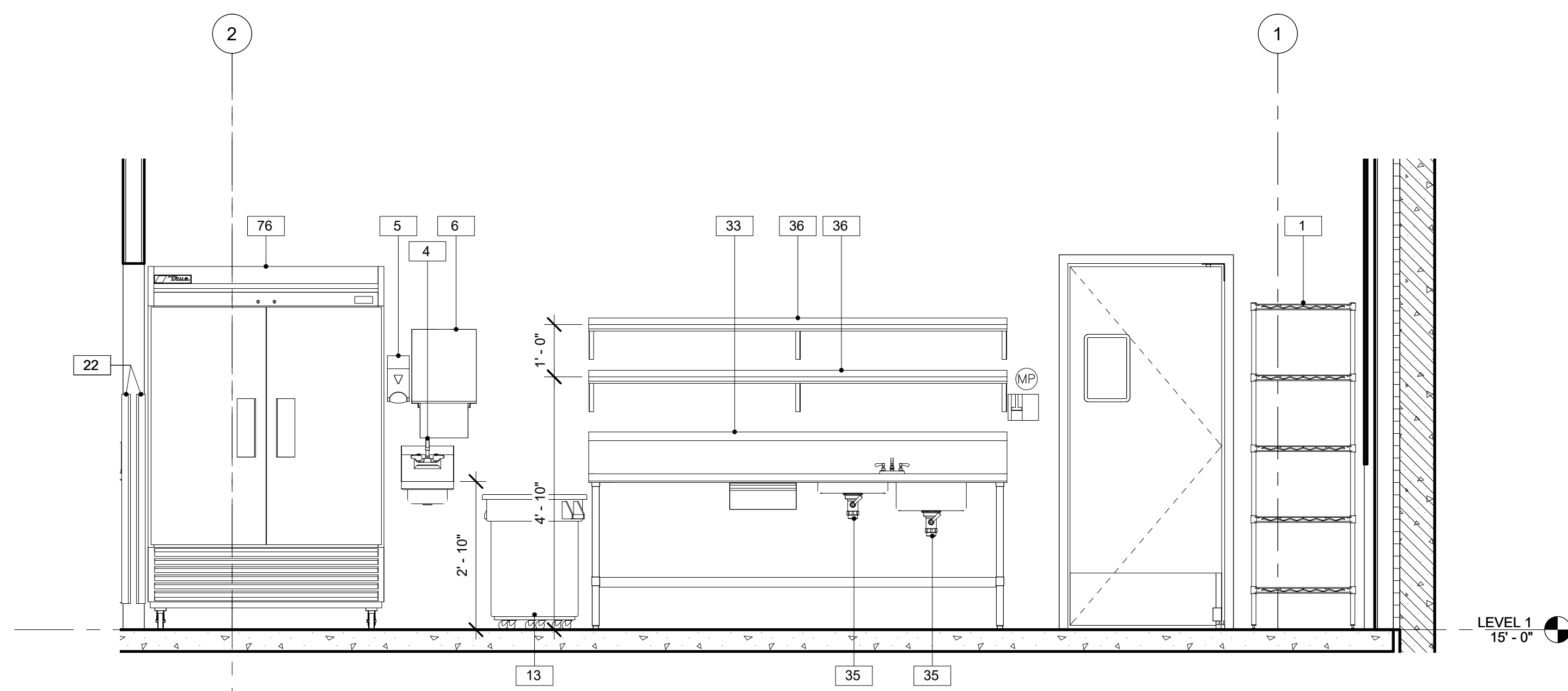
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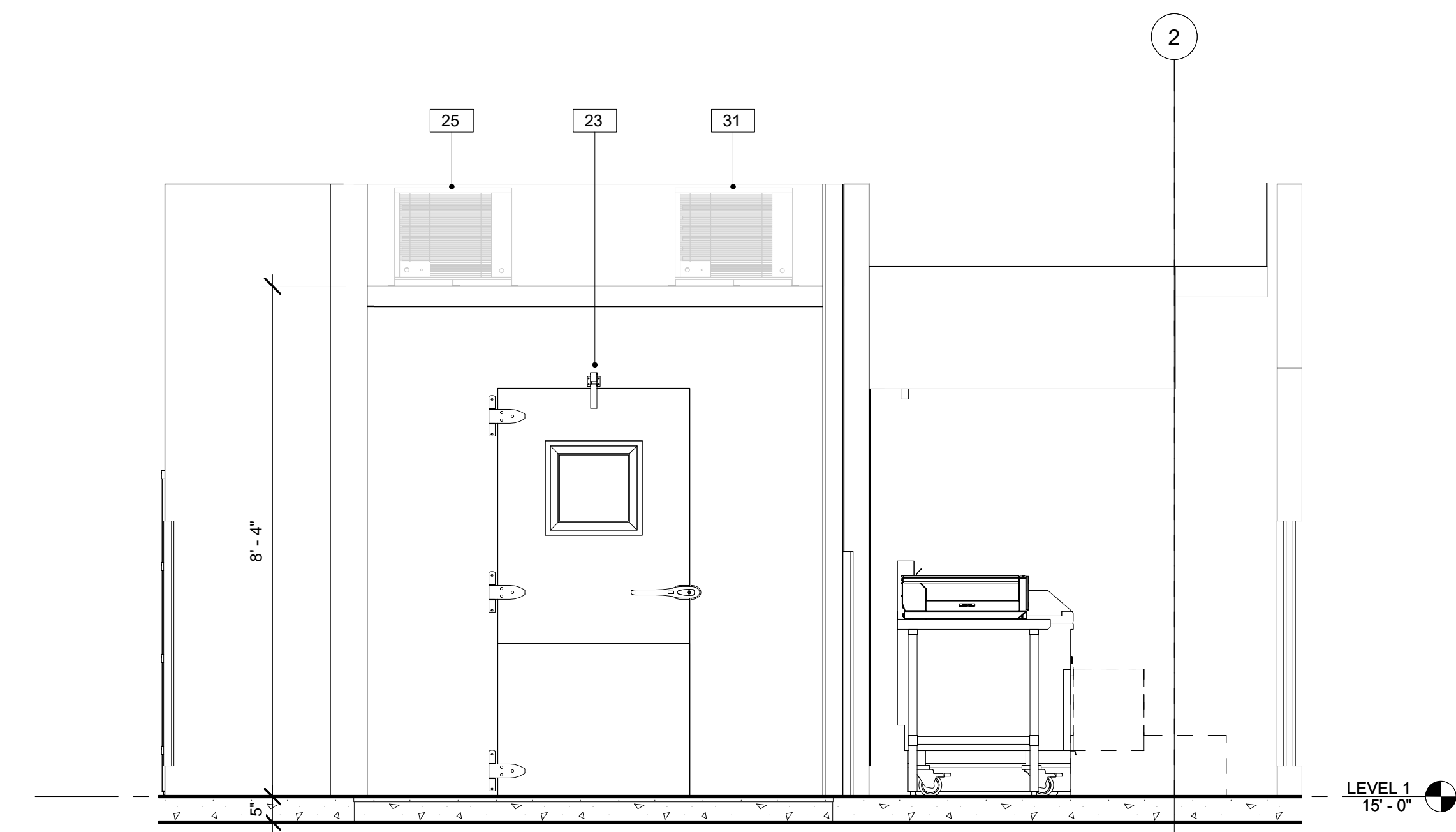
1 DRY STORAGE ELEVATION
1/2" = 1'-0"



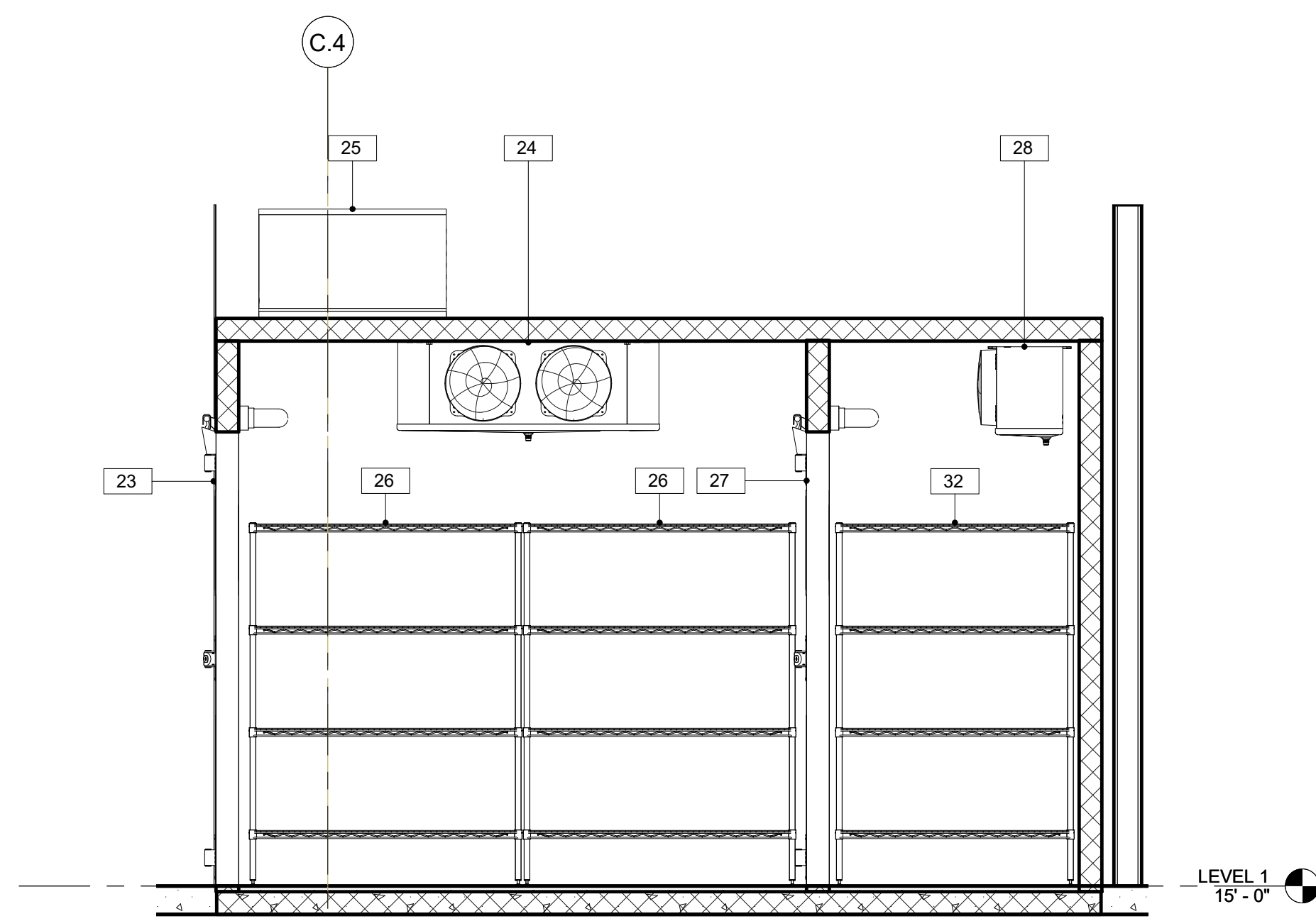
2 WARE WASH ELEVATION
1/2" = 1'-0"



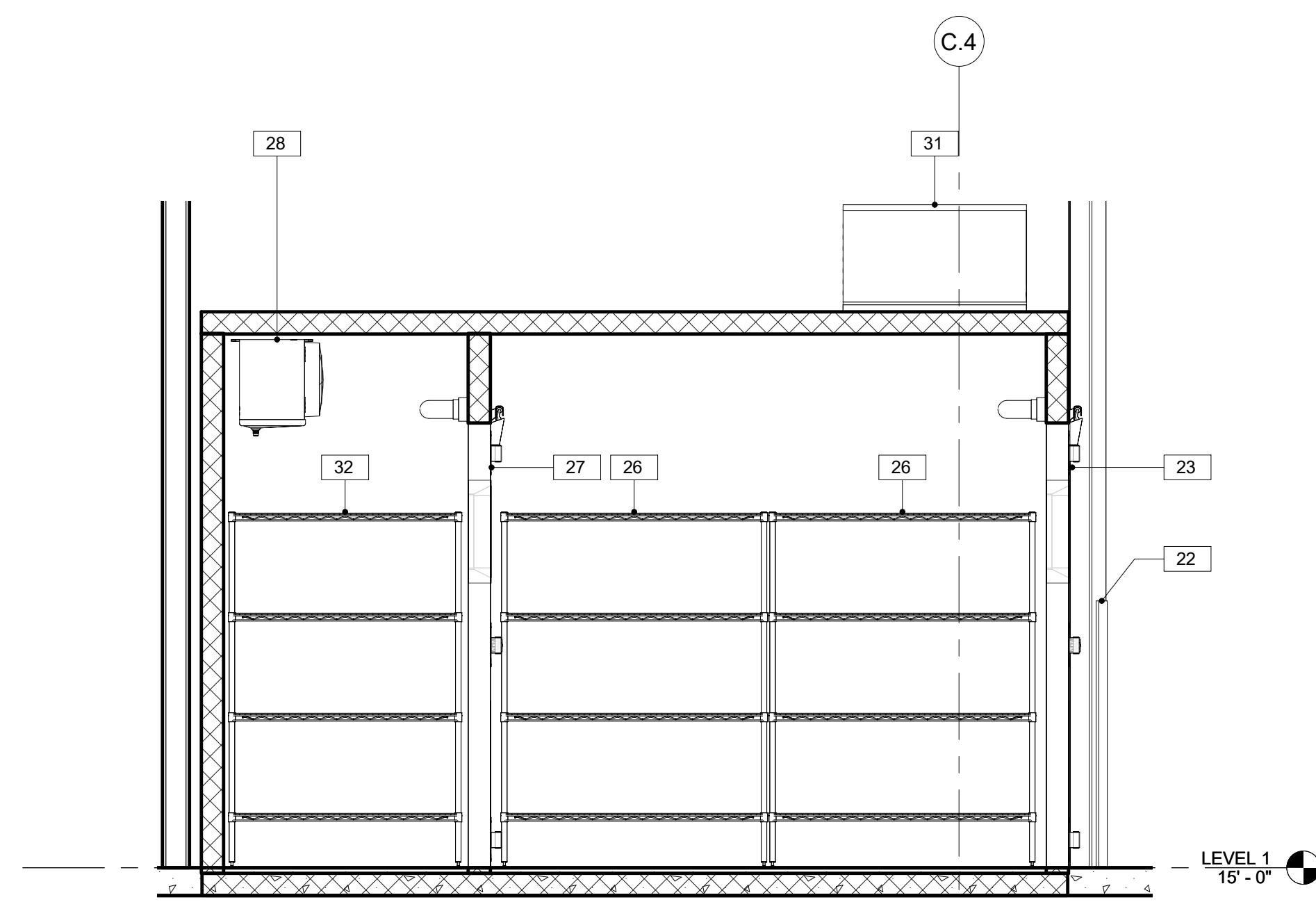
3 FOOD PREP ELEVATION
1/2" = 1'-0"



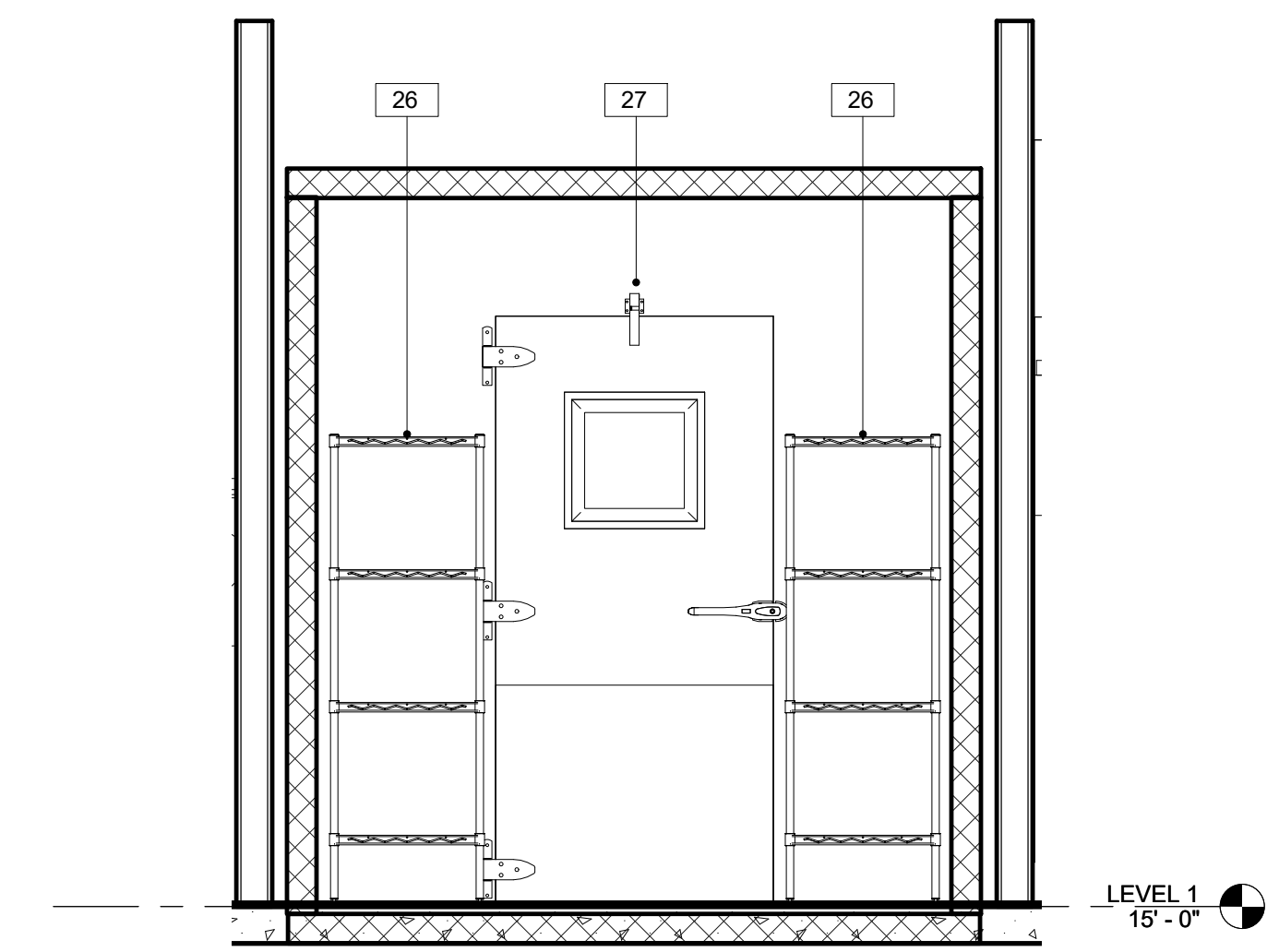
4 WALK-IN COOLER EXTERIOR ELEVATION
1/2" = 1'-0"



5 WALK-IN COOLER/FREEZER INT. (WEST) ELEVATION
1/2" = 1'-0"



6 WALK-IN COOLER/FREEZER INT. (EAST) ELEVATION
1/2" = 1'-0"

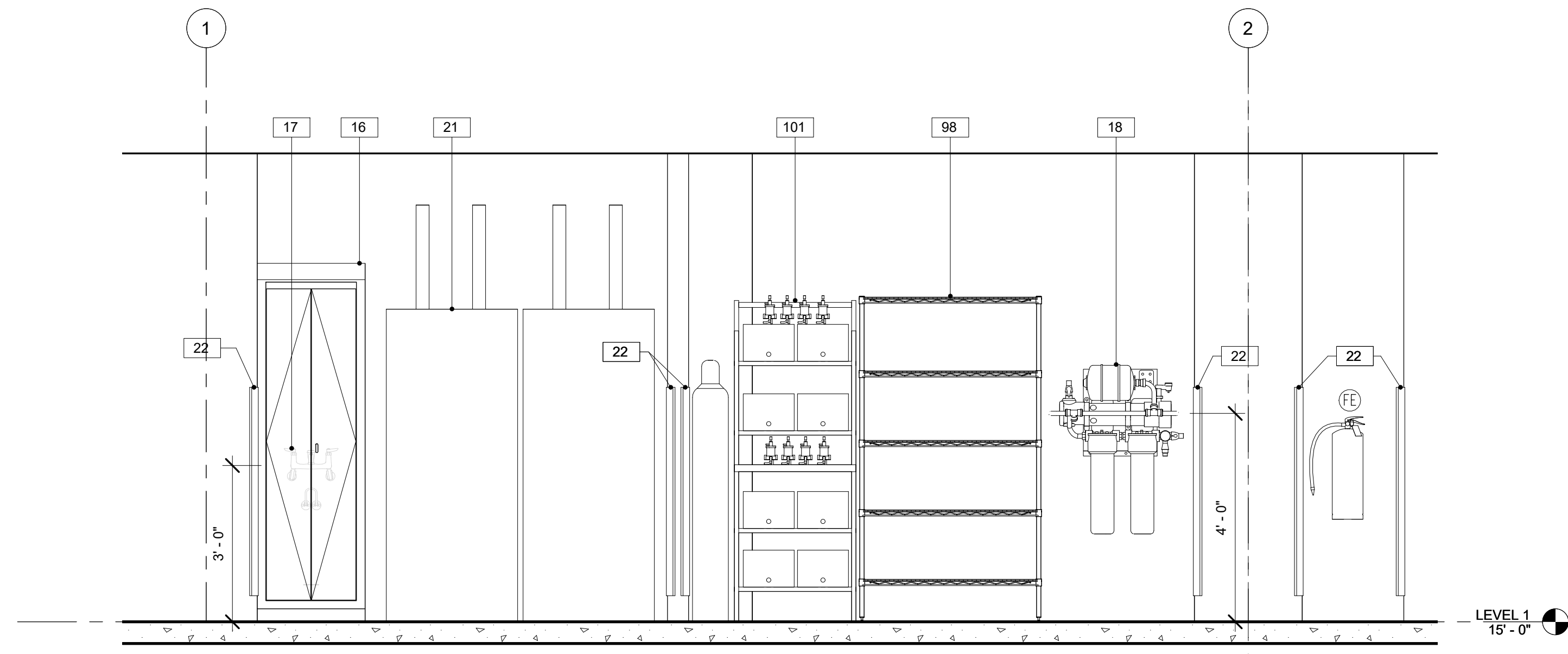


7 WALK-IN FREEZER EXTERIOR ELEVATION
1/2" = 1'-0"

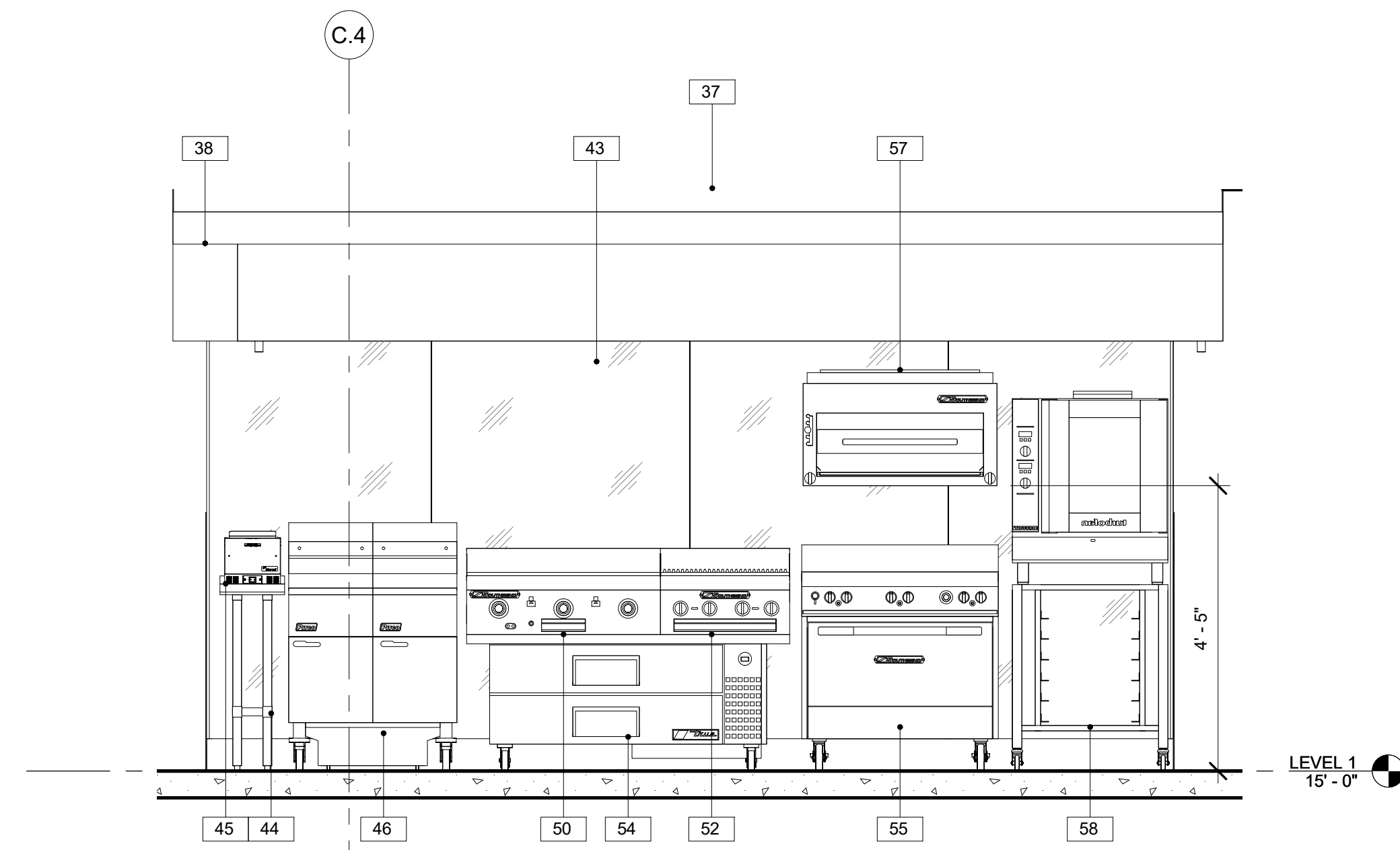
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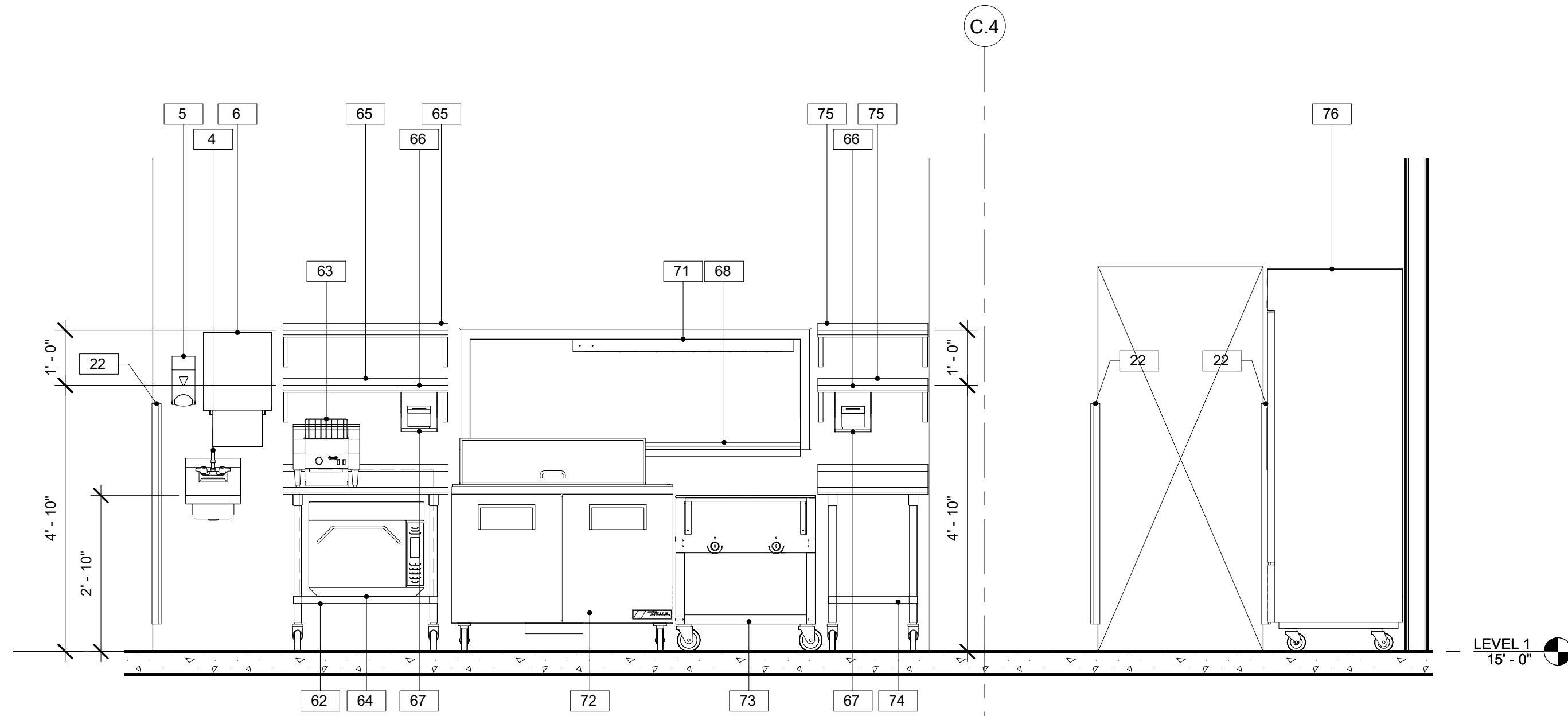
KEYNOTES



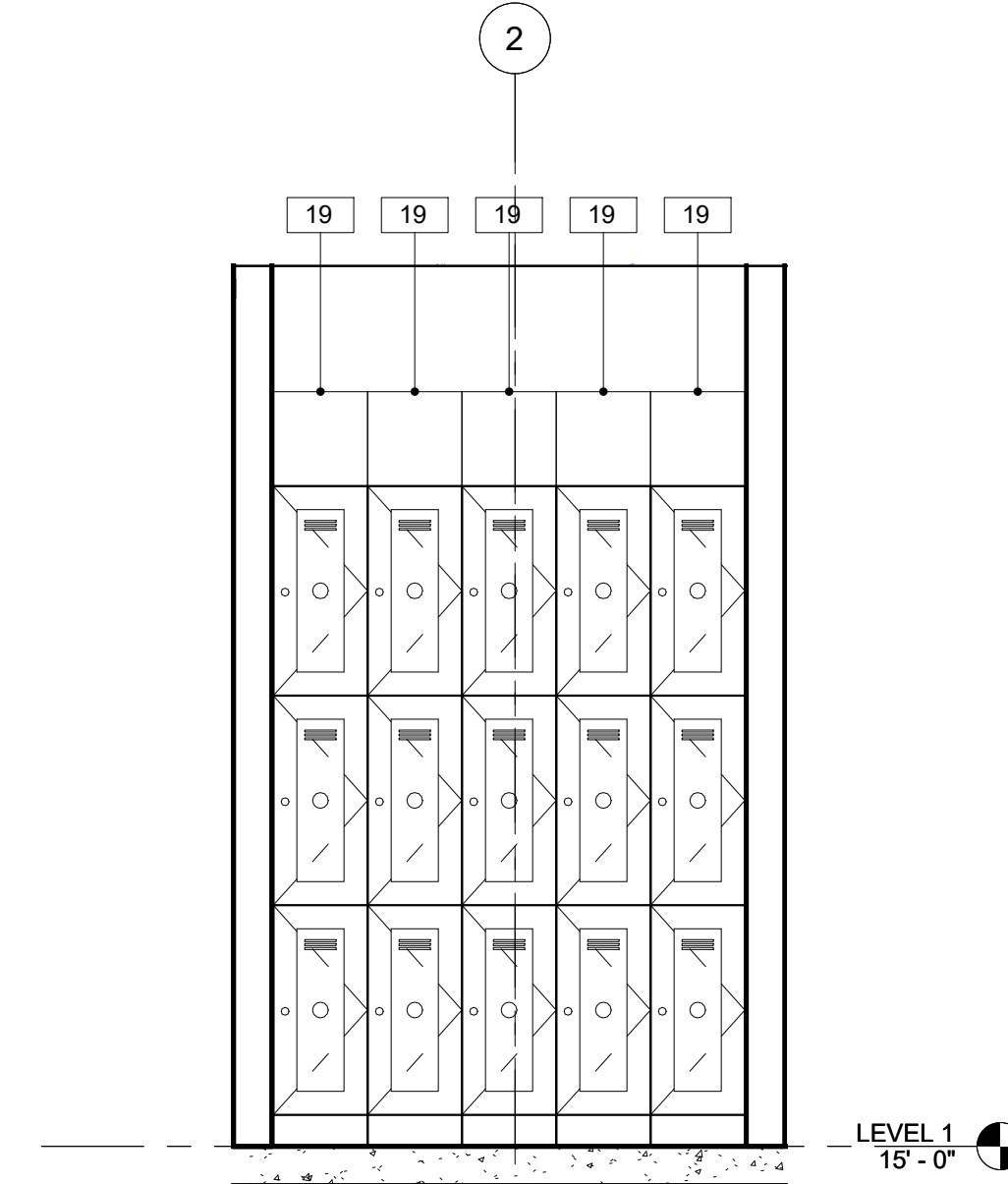
1 B.O.H. SERVICE AREA ELEVATION
1/2" = 1'-0"



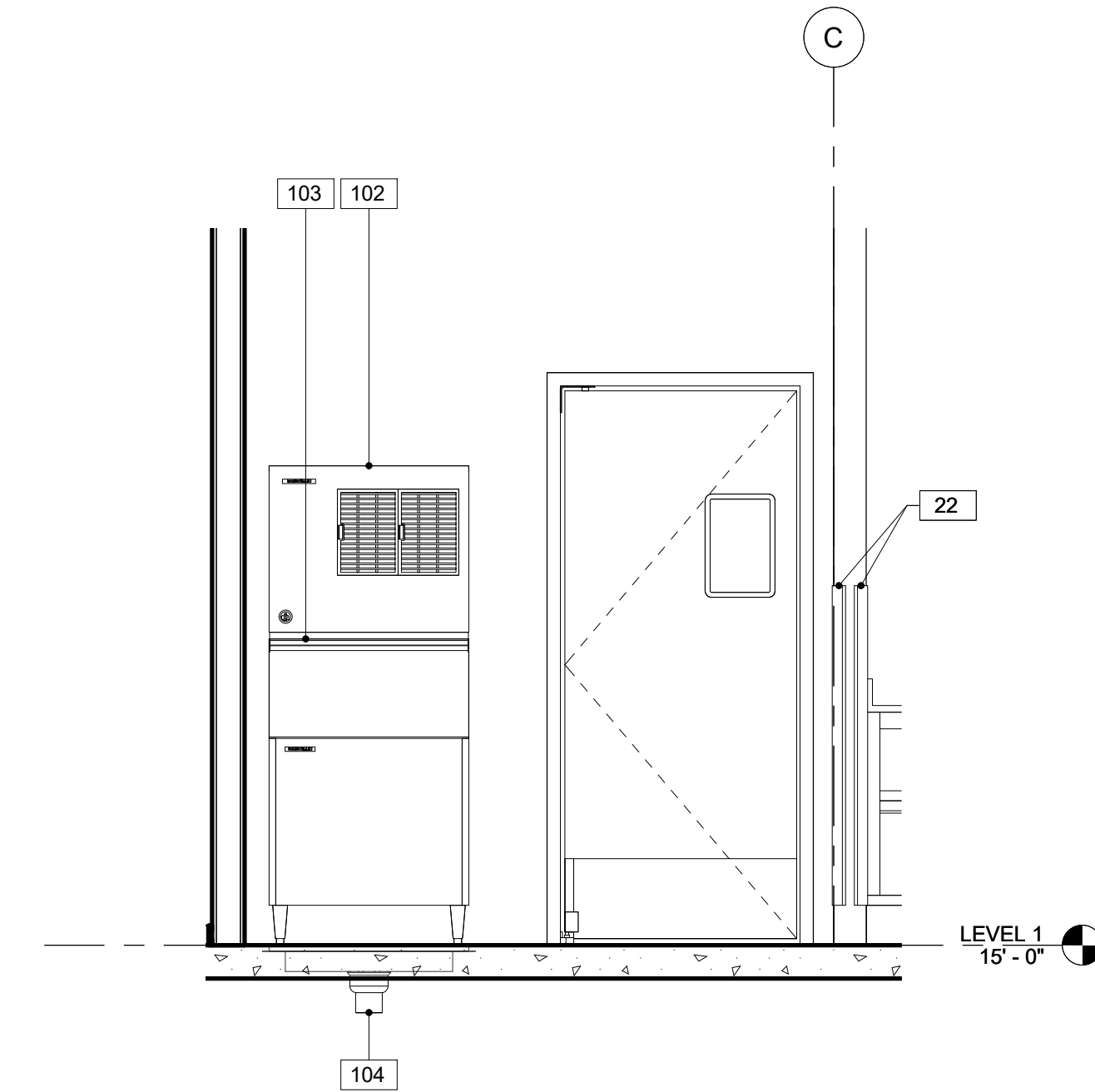
2 COOKLINE ELEVATION
1/2" = 1'-0"



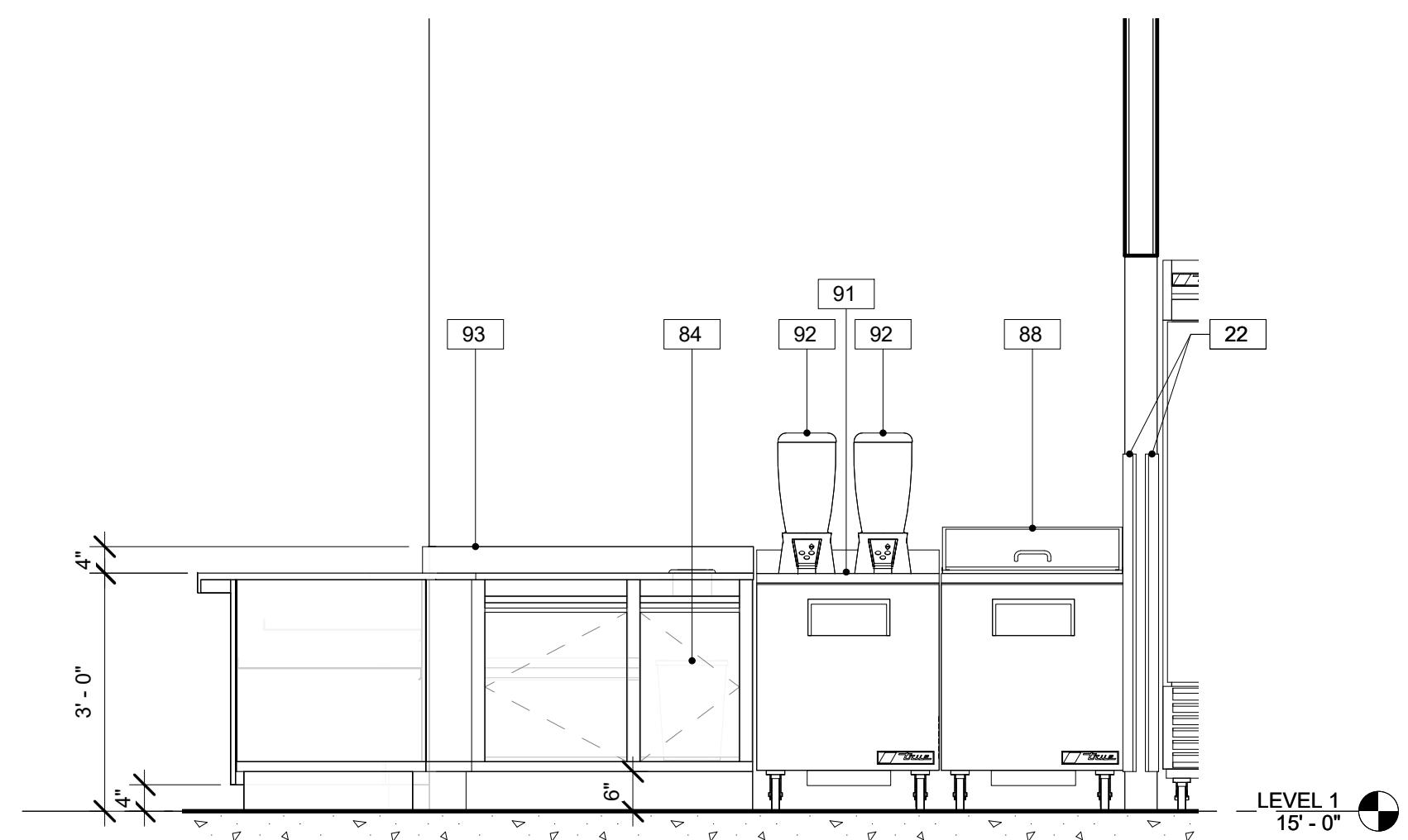
3 SERVING LINE ELEVATION
1/2" = 1'-0"



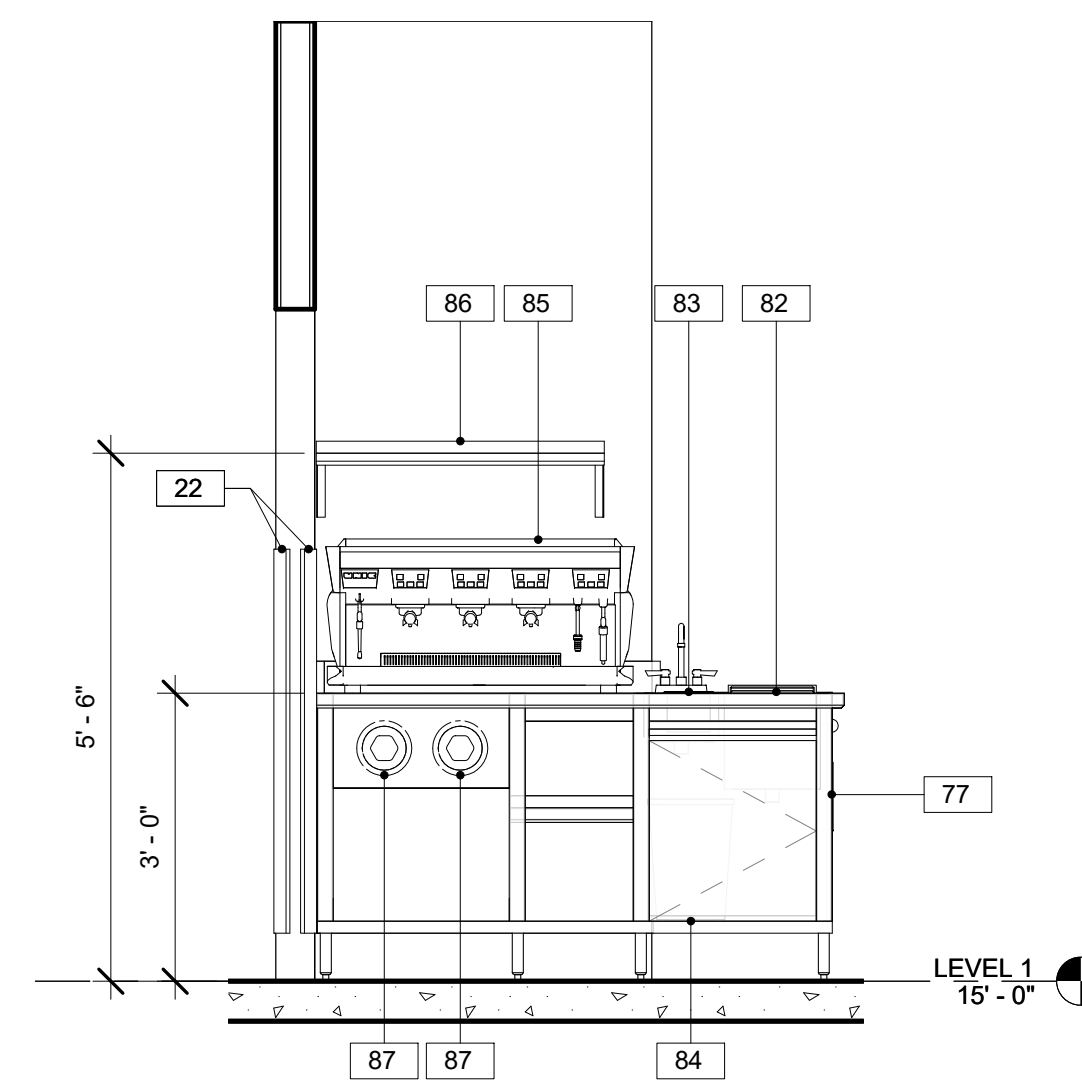
4 EMPLOYEE LOCKERS ELEVATION
1/2" = 1'-0"



5 ICE MACHINE ELEVATION
1/2" = 1'-0"



6 SMOOTHIE PRODUCTION ELEVATION
1/2" = 1'-0"



7 ESPRESSO PRODUCTION ELEVATION
1/2" = 1'-0"

THE ORIGINAL SIZE OF THIS DRAWING IS 30" X 42"

ISSUES AND REVISIONS		
NO.	DATE	DESCRIPTION

SCALE 1/2" = 1'-0"	DATE 04/17/20	PROJECT NO. 19_040
DRAWN BY Author	CHECKED BY Checker	

PROJECT TITLE
**FOODSERVICE DESIGN DOCUMENTS FOR
SKYCENTER ONE
TAMPA INTERNATIONAL
AIRPORT**

SHEET TITLE
ELEVATIONS

SHEET NO.
FS-6.1.13

NOTES

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ISSUES AND REVISIONS		
NO.	DATE	DESCRIPTION

SCALE	DATE	PROJECT NO.
1/2" = 1'-0"	04/17/20	19_040
DRAWN BY	CHECKED BY	
Author	Checker	

PROJECT TITLE

FOODSERVICE DESIGN DOCUMENTS FOR

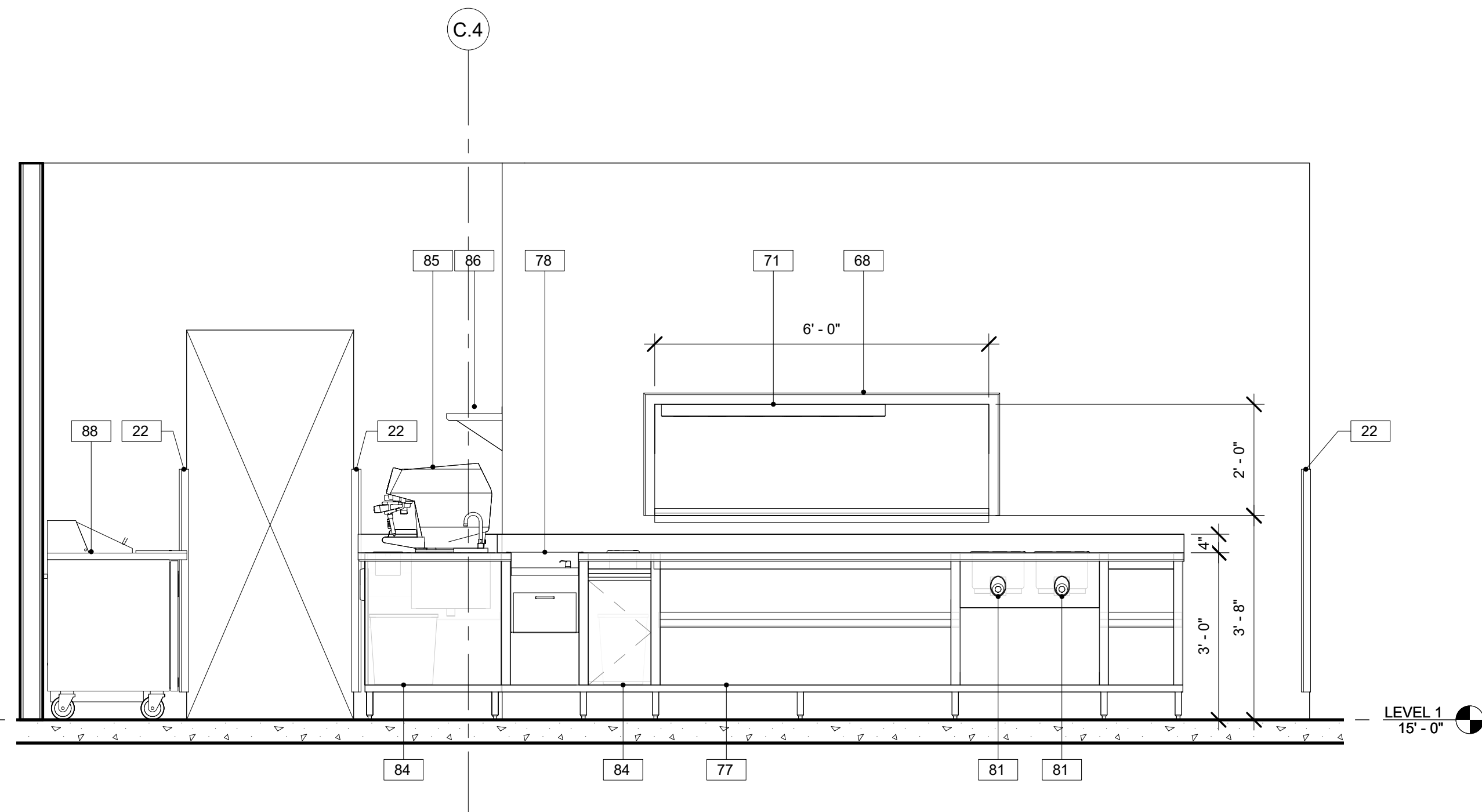
**SKYCENTER ONE
 TAMPA INTERNATIONAL
 AIRPORT**

SHEET TITLE

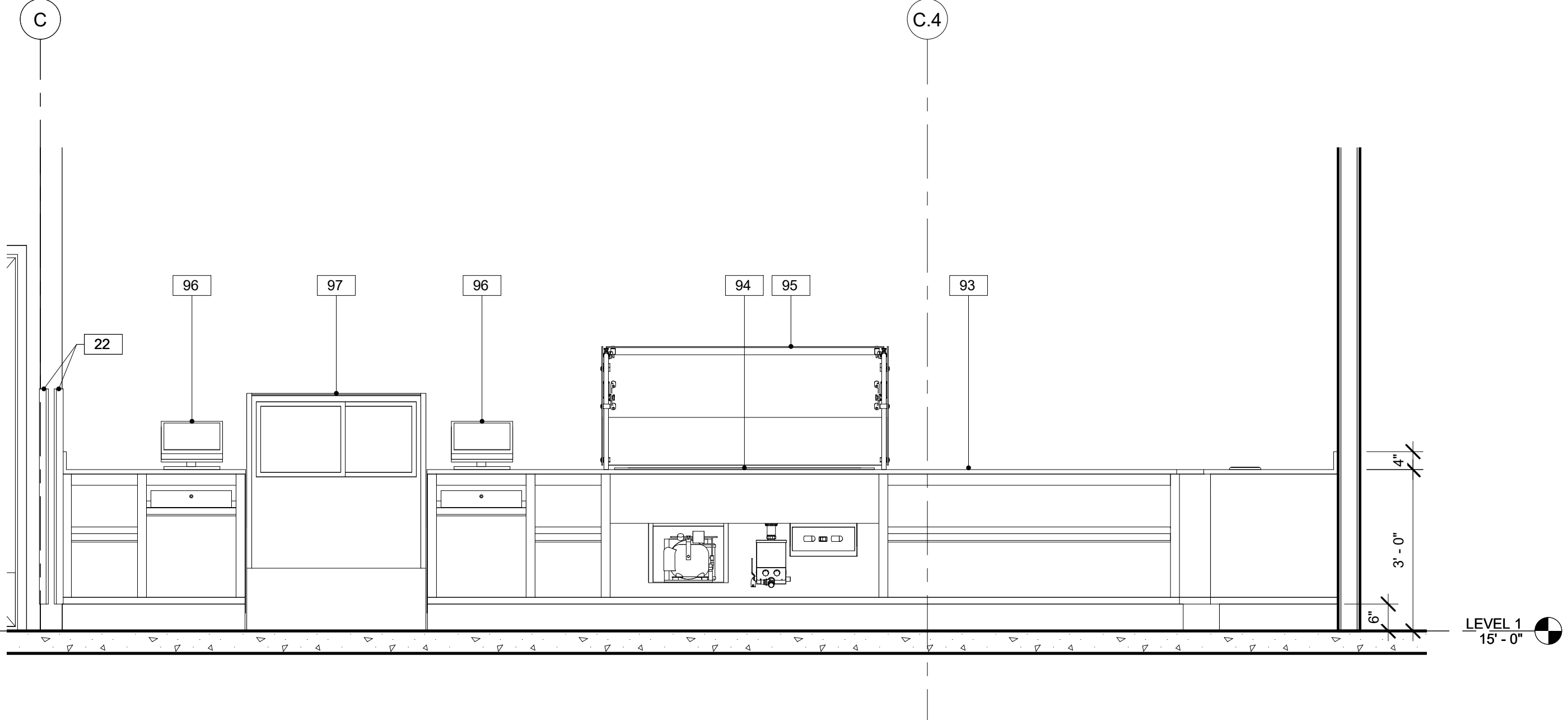
ELEVATIONS

SHEET NO.

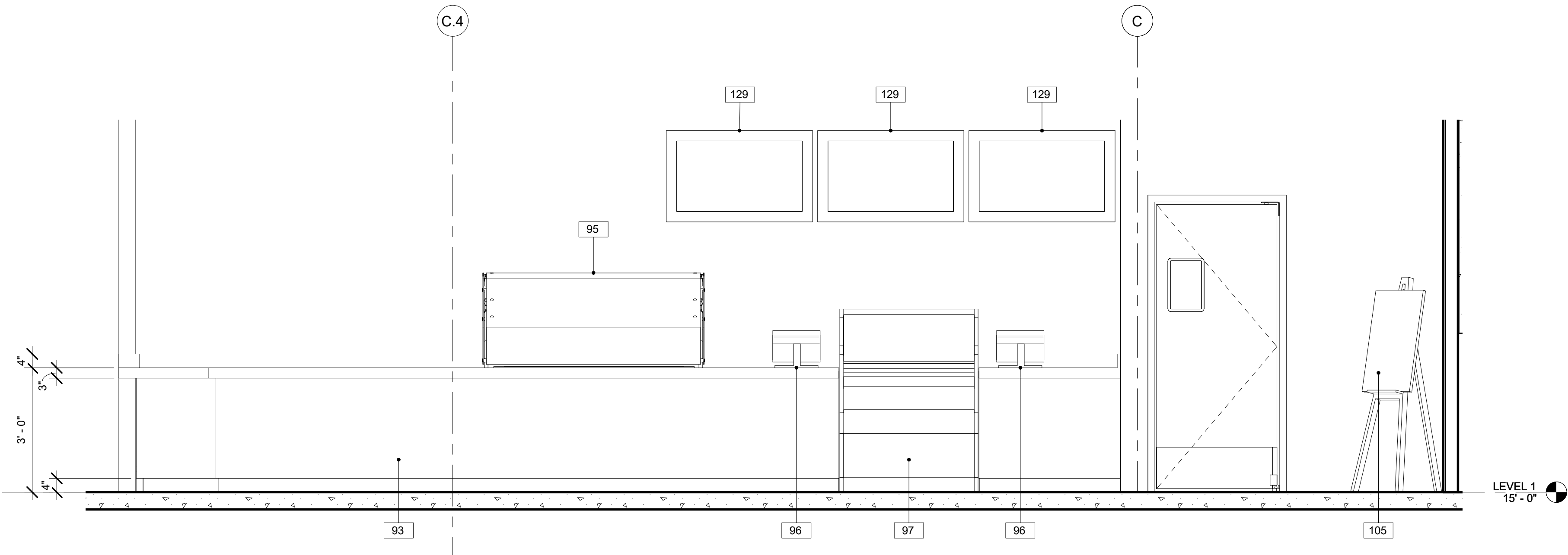
FS-6.1.4



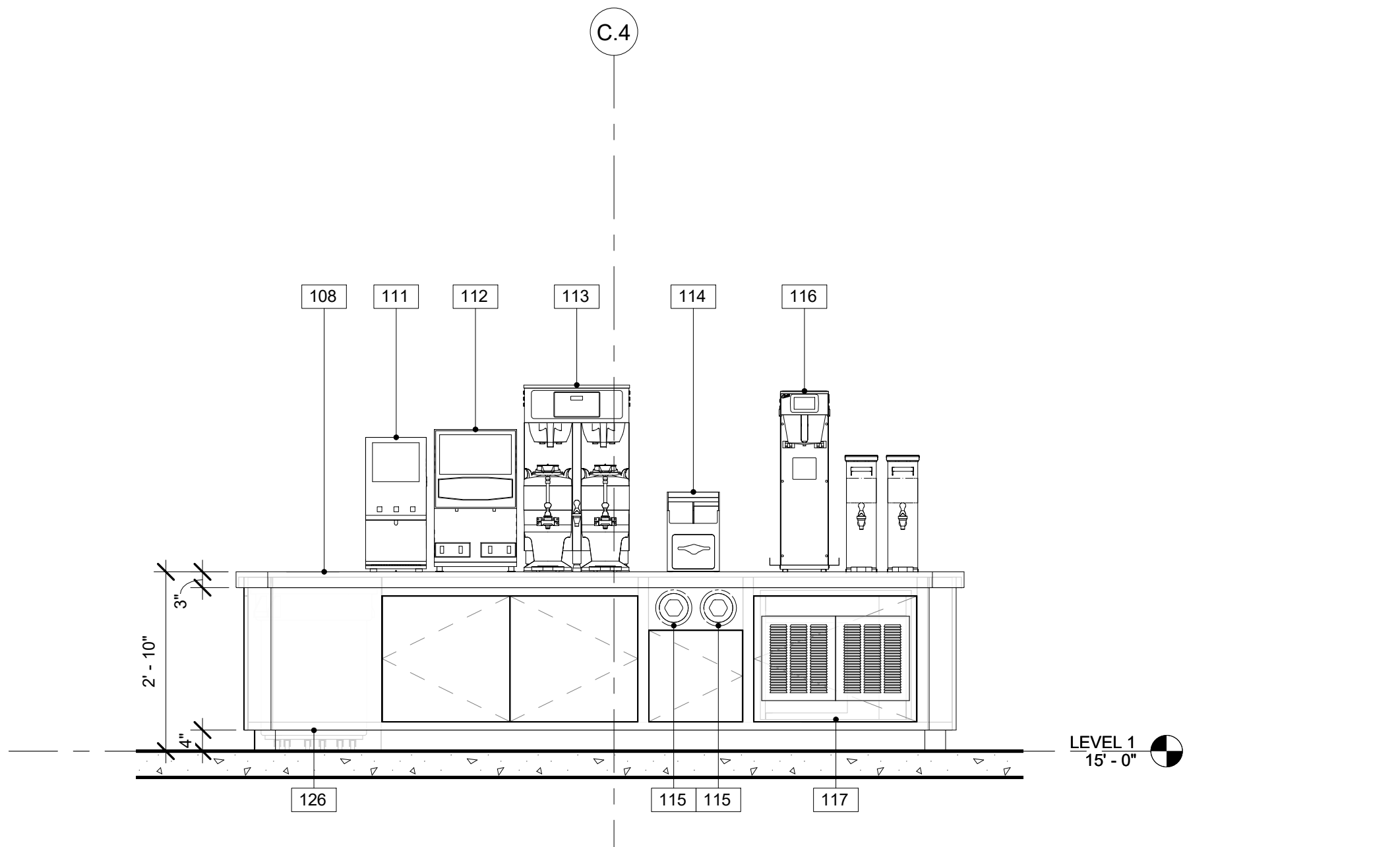
1 BACK COUNTER ELEVATION
 1/2" = 1'-0"



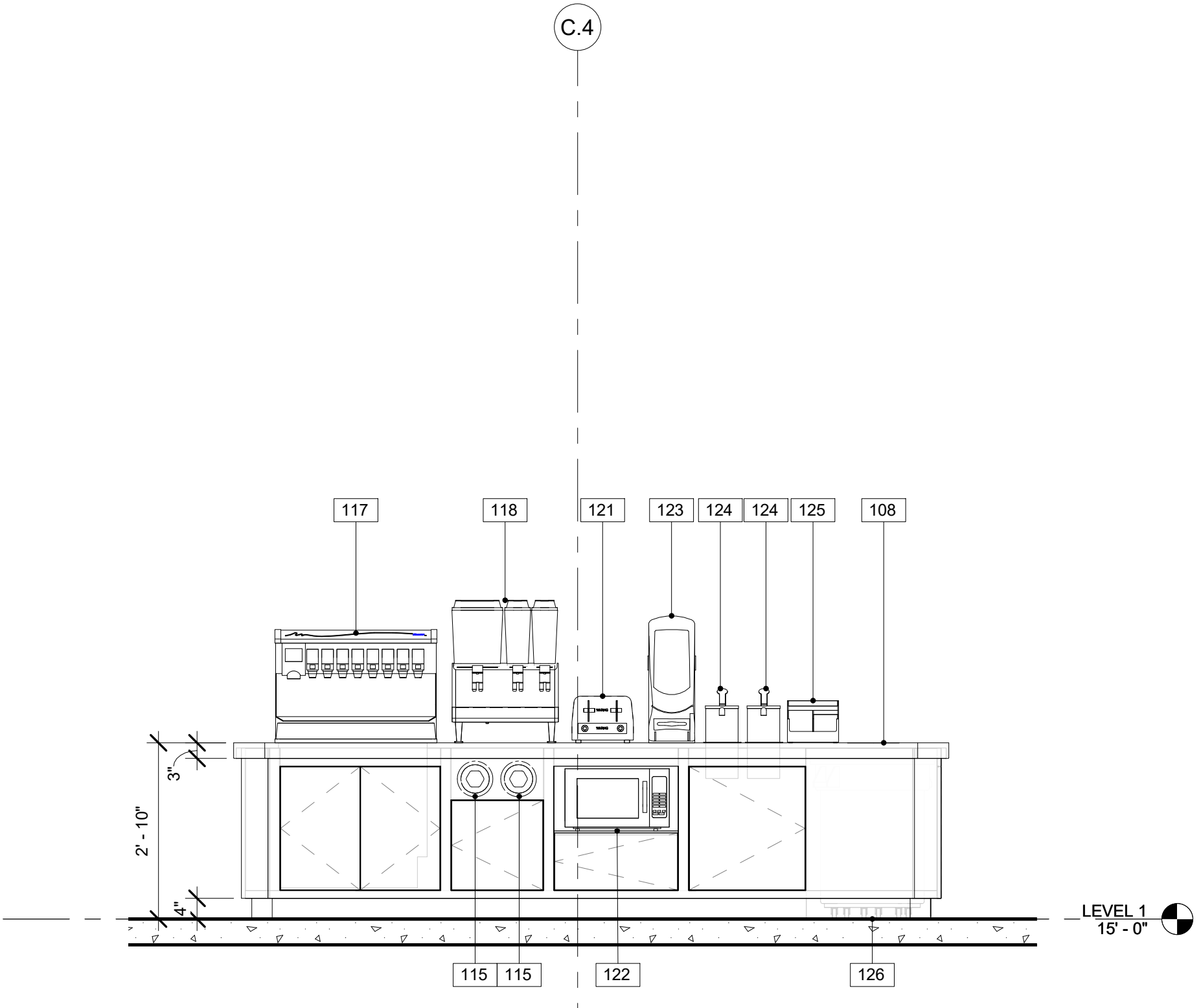
2 FRONT COUNTER (SERVICE SIDE)
 ELEVATION
 1/2" = 1'-0"



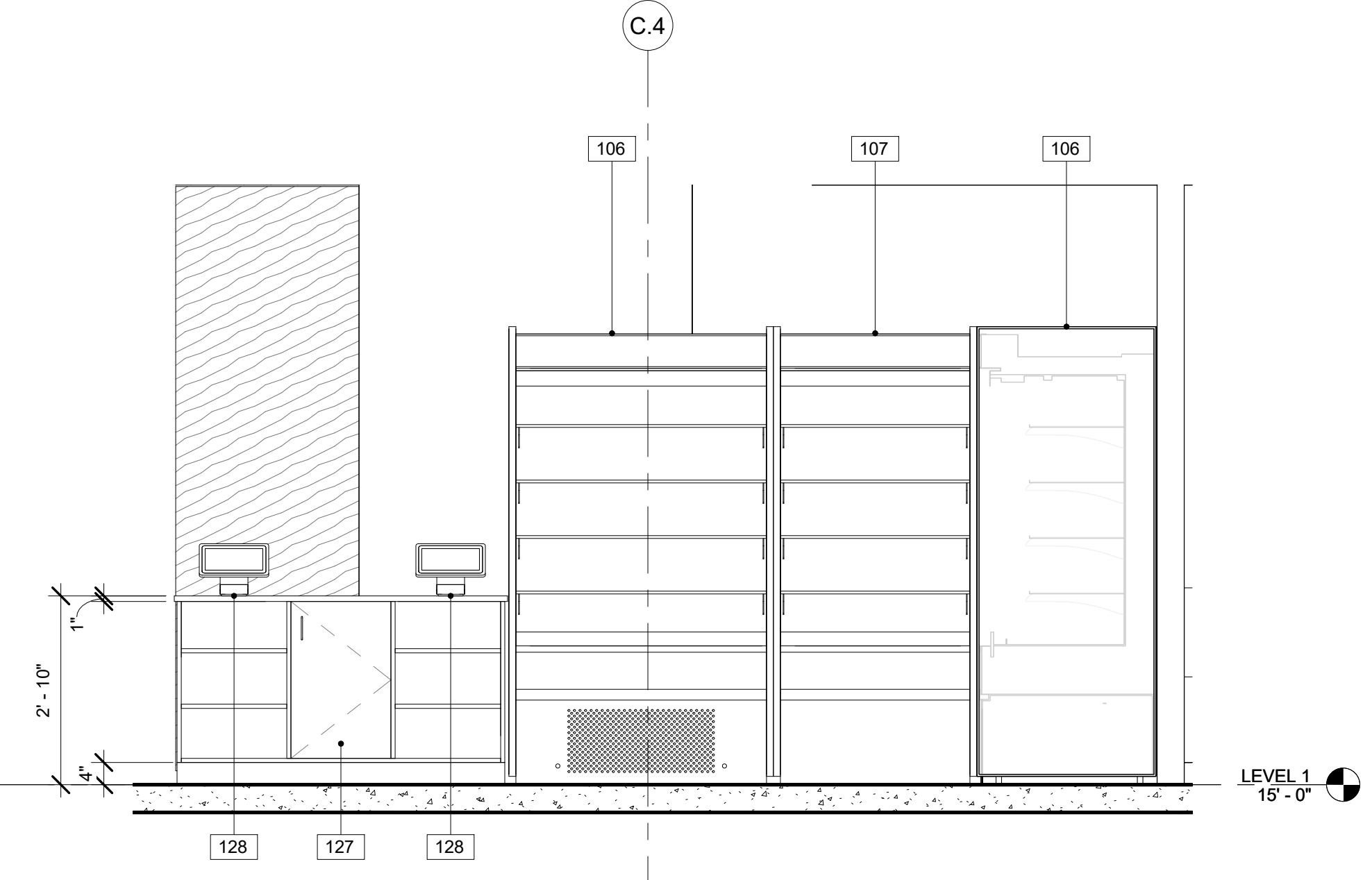
3 FRONT COUNTER (PATRON SIDE)
 ELEVATION
 1/2" = 1'-0"



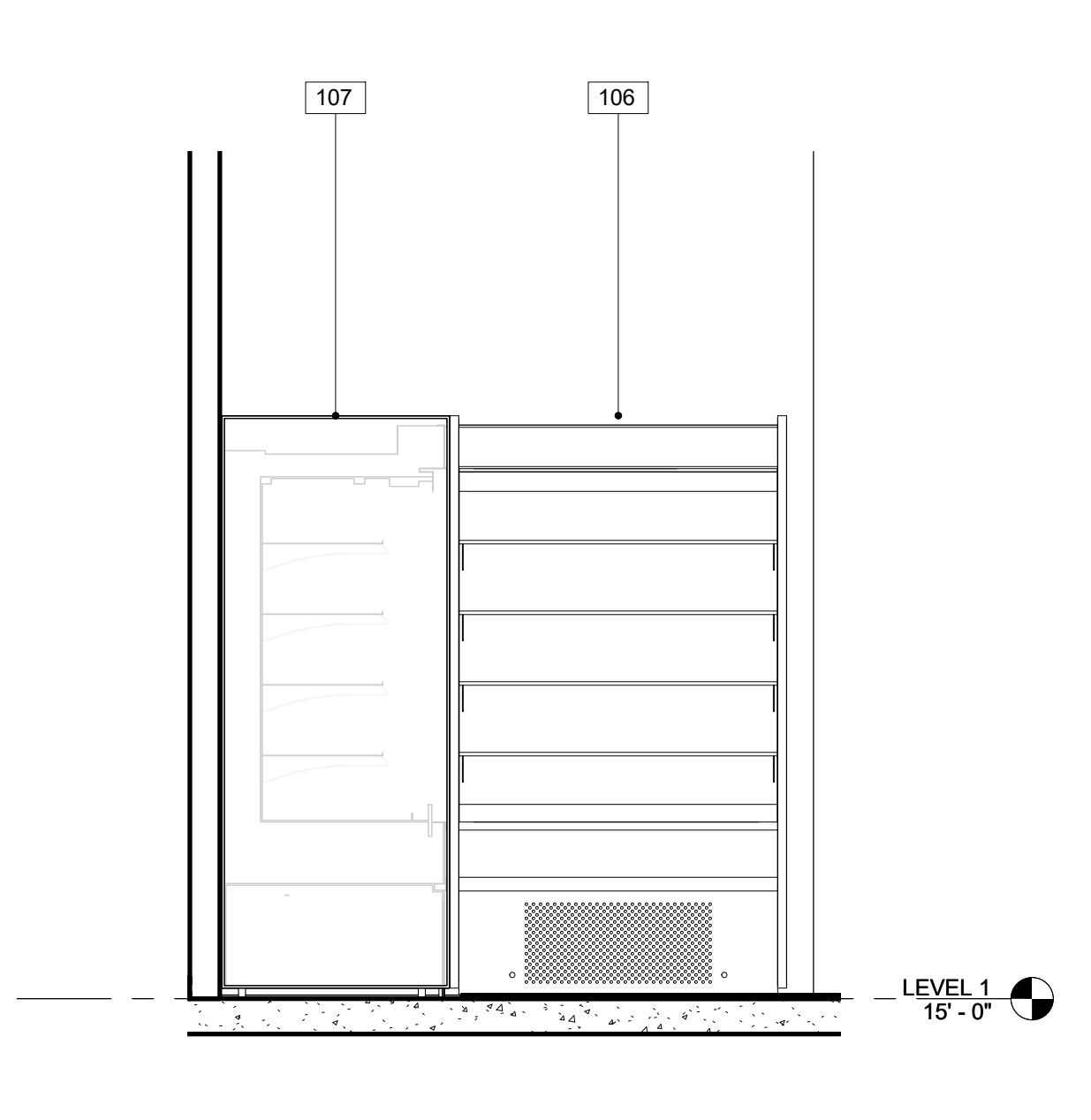
4 BEVERAGE COUNTER (WEST)
 ELEVATION
 1/2" = 1'-0"



5 BEVERAGE COUNTER (EAST)
 ELEVATION
 1/2" = 1'-0"



6 SELF-PAY ELEVATION
 1/2" = 1'-0"



7 GRAB-N-GO ELEVATION
 1/2" = 1'-0"

ND-2 HANGING ANGLE DETAIL

HOOD INFORMATION -

HOOD NO.	MODEL	LENGTH	MAX COOKING TEMP.	TYPE	APPLIANCE DUTY	DESIGN CFM*	TOTAL EXH. CFM	EXHAUST FLENUM	TOTAL SUPPLY CFM	HOOD CONSTRUCTION	HOOD CONFIG
1	6024 ND-2PSP-F	15'3"	400 Deg	I	Heavy	202	400	4" 14" 2000 1871 -0.956"	2000	430 SS	ALONE

NO.	TYPE	QTY	HEIGHT	LENGTH	EFFICIENCY @ 7 MICRONS	QTY	TYPE	WIRE GAUGE	AVERAGE FOOT CANDLE @ 30" AFF	LOCATION	SIZE	UTILITY CABINET(S)	ELECTRICAL	SWITCHES	FIRE SYSTEM	HOOD SYSTEM HANGING WEIGHT	
1	Captive Solo Filter	11	20"	18"	85% See Filter Spec	8	Recessed	NO	46	Left	12"x40"x24"	CORE Protection	0	DOV-1111	1 Light 1 Fan	YES	1030 LBS

HOOD NO.	TAG	POS.	LENGTH	WIDTH	HEIGHT	TYPE	WIDTH	LENG.	DIA.	CFM	S.P.
1		Front	196"	18"	6"	MUA	12"	28"	800	0.238"	
						MUA	12"	28"	800	0.238"	
						MUA	12"	28"	800	0.238"	

AIR BALANCE NOTE:
 NET EXHAUST = HOOD EXHAUST - HOOD SUPPLY
 NET EXHAUST = 4,000 CFM - 3,200 CFM
 NET EXHAUST = 800 CFM NEEDED FROM HVAC

HANGING ANGLE LOCATIONS

HOOD STYLE	DIM FROM REAR	DIM FROM FRONT (24" H)	DIM FROM FRONT (30" H)
CANOPY			
ND2	4,166"	2,246"	2,246"
ND2-PSP-F	4,166"	2,246"	2,246"
BACKSHELF			
BD-2	4,166"	2,246"	-
VHR/VHR-C	36"x36"	42"x42"	48"x48"
BRM/RACK	2,246"	2,246"	2,246"

CALCULATIONS UTILIZED

(CFM) SUPPLY CFM - EXHAUST CFM = PERCENTAGE
 TOTAL DUCT AREA = 144
 DUCT LENGTH =

* CAPTIVE-AIRE DUCT CONNECTION SIZES ARE CALCULATED USING AN EXHAUST VELOCITY OF 1500-1800 FPM AND A SUPPLY VELOCITY OF 300-400 FPM.

HOOD INFORMATION -

HOOD NO.	MODEL	LENGTH	MAX COOKING TEMP.	TYPE	APPLIANCE DUTY	DESIGN CFM*	TOTAL EXH. CFM	EXHAUST FLENUM	TOTAL SUPPLY CFM	HOOD CONSTRUCTION	HOOD CONFIG
1	6024 ND-2PSP-F	15'3"	400 Deg	I	Heavy	202	400	4" 14" 2000 1871 -0.956"	2000	430 SS	ALONE

NO.	TYPE	QTY	HEIGHT	LENGTH	EFFICIENCY @ 7 MICRONS	QTY	TYPE	WIRE GAUGE	AVERAGE FOOT CANDLE @ 30" AFF	LOCATION	SIZE	UTILITY CABINET(S)	ELECTRICAL	SWITCHES	FIRE SYSTEM	HOOD SYSTEM HANGING WEIGHT	
1	Captive Solo Filter	11	20"	18"	85% See Filter Spec	8	Recessed	NO	46	Left	12"x40"x24"	CORE Protection	0	DOV-1111	1 Light 1 Fan	YES	1030 LBS

HOOD NO.	TAG	POS.	LENGTH	WIDTH	HEIGHT	TYPE	WIDTH	LENG.	DIA.	CFM	S.P.
1		Front	196"	18"	6"	MUA	12"	28"	800	0.238"	
						MUA	12"	28"	800	0.238"	
						MUA	12"	28"	800	0.238"	

PERFORATED SUPPLY
 HOOD NO. TAG POS. LENGTH WIDTH HEIGHT TYPE WIDTH LENG. DIA. CFM S.P.
 1 Front 196" 18" 6" MUA 12" 28" 800 0.238"
 MUA 12" 28" 800 0.238"
 MUA 12" 28" 800 0.238"

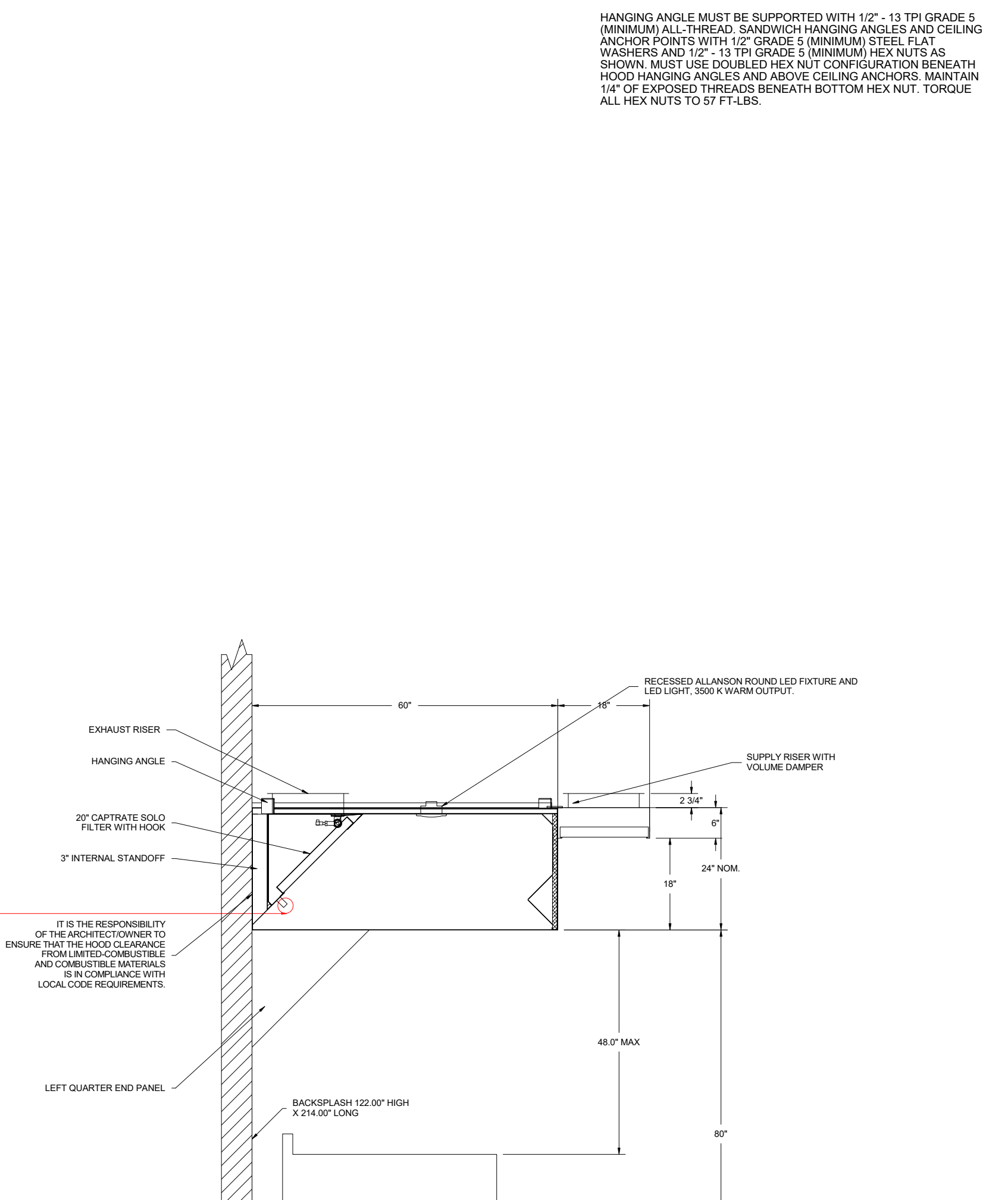
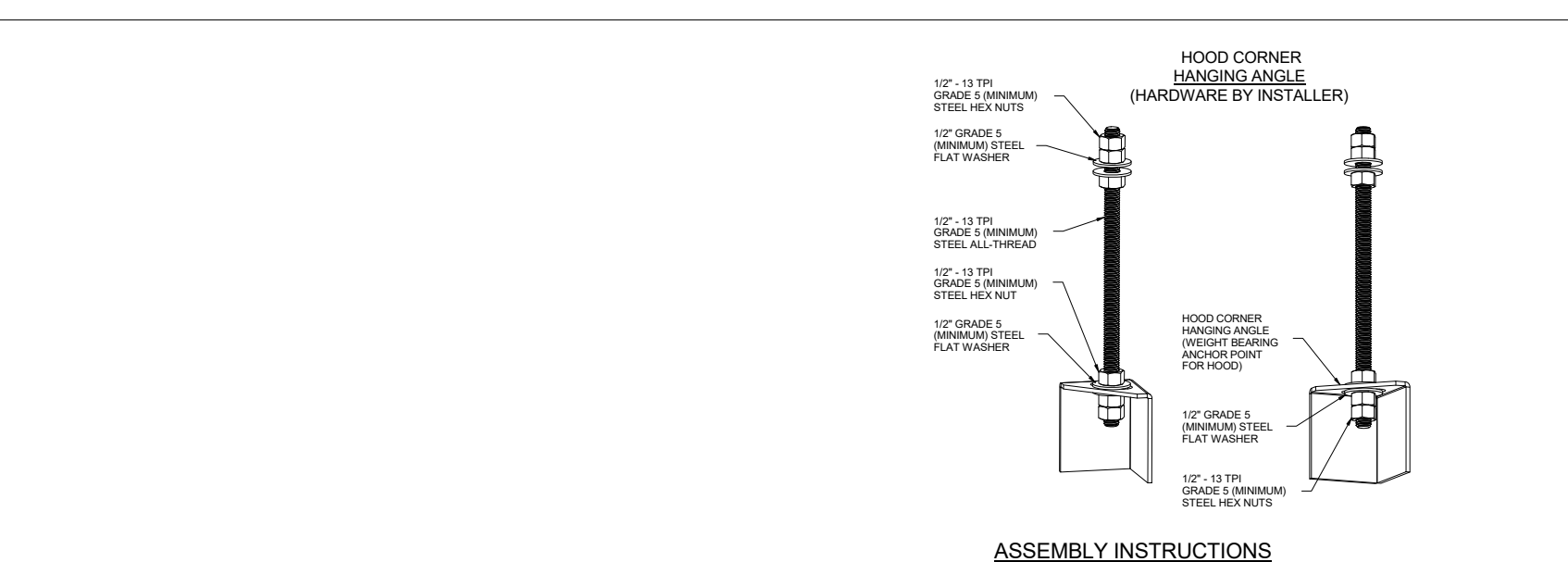
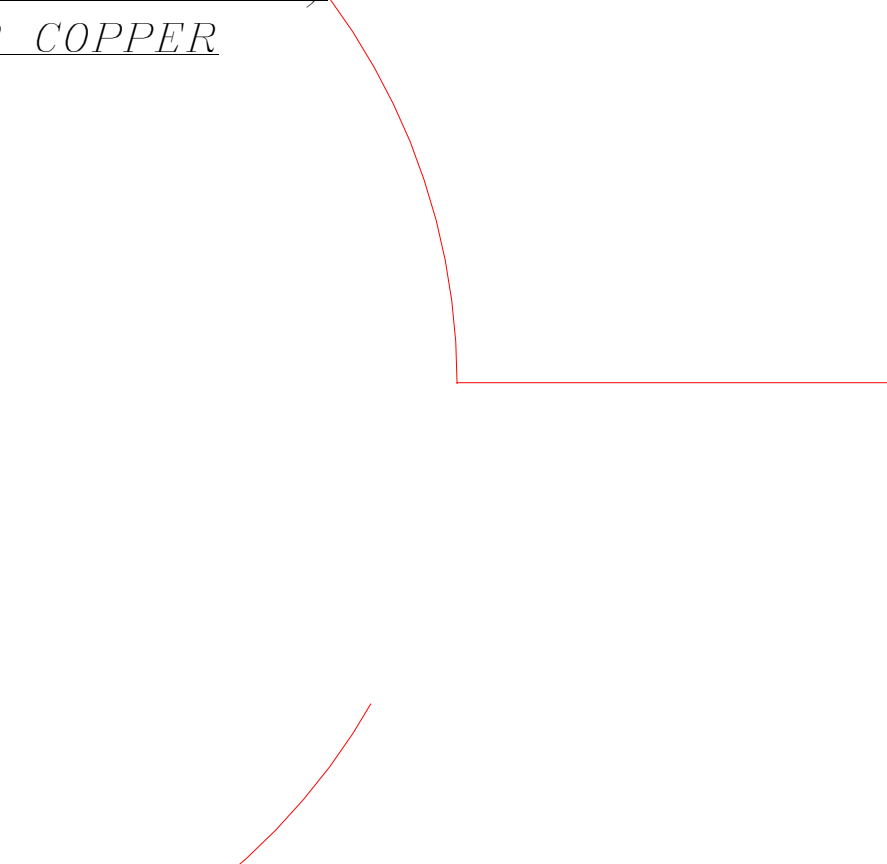
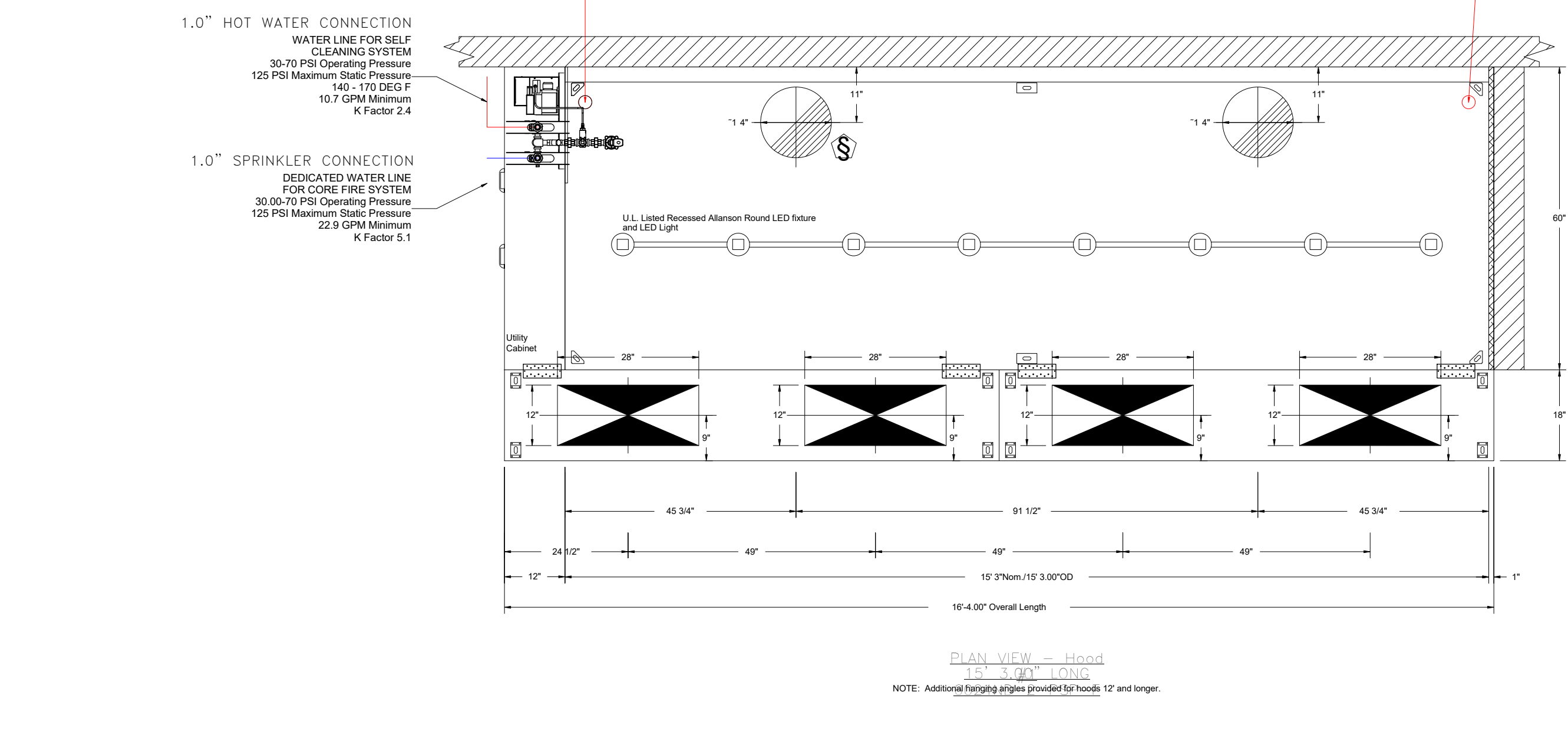
EXHAUST FLENUM

RISER	WIDTH	LENG.	HEIGHT	VEL.	S.P.
4"	14"	2000	1871	-0.956"	

AIR BALANCE NOTE:
 NET EXHAUST = HOOD EXHAUST - HOOD SUPPLY
 NET EXHAUST = 4,000 CFM - 3,200 CFM
 NET EXHAUST = 800 CFM NEEDED FROM HVAC

CLEARANCE TO COMBUSTIBLES
 CAPTIVE-AIRE HOODS HAVE OPTIONAL CLEARANCE SYSTEMS AVAILABLE AS:
 • **NON-COMBUSTIBLE** - NONE REQUIRED
 • **LIMITED-COMBUSTIBLE** - 3" UNINSULATED STANDOFF
 • **COMBUSTIBLE** - 1" INSULATED STANDOFF

GENERAL NOTES
 ALL ELECTRICAL "TIGHT" CONNECTIONS AND REWIRING SHALL BE BY ELECTRICAL CONTRACTORS. ALL PLUMBING REPAIRS AND REROUTING SHALL BE BY LICENSED PLUMBERS. CAPTIVE-AIRE HOODS ARE BUILT IN COMPLIANCE WITH ETL FILE NUMBER 3054804-001002.



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3/4/2020
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 1/2" = 1'-0"
MASTER DRAWING

THE ORIGINAL SIZE OF THIS DRAWING IS 30" X 42"

NO.	DATE	ISSUES AND REVISIONS

SCALE	DATE	PROJECT NO.
	04/17/20	19_040

DRAWN BY	CHECKED BY
GEP	DH

PROJECT TITLE
 FOODSERVICE DESIGN DOCUMENTS FOR
SKYCENTER ONE TAMPA INTERNATIONAL AIRPORT

SHEET TITLE
 EXHAUST HOOD DETAILS

SHEET NO.
FS-7.1.13 of 18

NOTES

 THIS PLAN REPRESENTS A FOOD SERVICE LAYOUT OF CULINARY, BEVERAGE, SYSTEMS AND RELATED EQUIPMENT FOR THE CONFORMANCE OF OWNER/ARCHITECTS, ARCHITECTS, MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERS, KITCHEN EQUIPMENT FABRICATORS, KITCHEN EQUIPMENT CONTRACTORS AND OTHER RELATED TRADES. THE BASE PLAN HAS BEEN MADE AVAILABLE FROM INFORMATION PROVIDED BY OTHERS, NOT LIMITED TO MEASUREMENTS, ELECTRICAL AND PLUMBING, SPECIFICATIONS, AND VOUCHERS OR PROVIDED INFORMATION. TB&C HAS NOT BEEN ADVISED OF ANY CHANGES TO THE ELECTRICAL AND MECHANICAL GENERAL CONTRACTORS, SUBCONTRACTORS, KITCHEN EQUIPMENT CONTRACTORS, CONTRACTORS, INSTALLERS, OR OTHERS WHOSE GENERAL CONTRACTORS ARE RESPONSIBLE FOR SECURING AND OBTAINING THE PERMITS, MEASUREMENTS AND SPECIFIC INFORMATION. INFORMATION PROVIDED BY THESE FIRMS ARE GENERALLY FOR FOOD SERVICE EQUIPMENT AND ARE INTENDED AS REFERENCE ONLY. THEODORE BARBER & COMPANY, INC. IS NOT RESPONSIBLE FOR THE ENGINEERING OR RETENTION OF INFORMATION. ENGINEERING AND DISCIPLINES THROUGHOUT THE FULL SET OF CONSTRUCTION DOCUMENTS SPECIFIC TO THE FOOD SERVICE EQUIPMENT IN RELATION TO THE STRUCTURE, MECHANICAL, ELECTRICAL, PLUMBING AND ELECTRICAL TRADES. THESE DOCUMENTS SPECIFICALLY PROVIDED FOR IN THE PLANS AND SPECIFICATIONS. THEODORE BARBER & COMPANY, INC. HAS NO RESPONSIBILITY FOR CONSTRUCTION CONDITIONS OR BY ENGINEERS, CONSULTANTS OR CONTRACTORS, OR FOR ANY CHANGES MADE NECESSARY BY LOCAL, STATE OR NATIONAL BUILDING CODES, ORDINANCES, STRUCTURAL CONDITIONS OR BY THE SUBSTITUTION OF CHANGES IN EQUIPMENT SHOWN ON THIS PLANS. CONTRACTORS ARE TO MAKE ALLOWANCES FOR PERMISSIBLE AND EXTENSIVE FINISH CONDITIONS FOR THE FOOD SERVICE EQUIPMENT. WASTE PIPING, VALVES, BACK-FLOW PREVENTION, TRAPS, CLEAN DRAINS, FLUID, GAS REGULATORS, PULLETS, CLEAN TRAPS, STARTING SWITCHES AND MOTOR, CHECKED WHERE SPECIFICALLY NOTED IN THE FOOD SERVICE SPECIFICATIONS, SECTION 1140.

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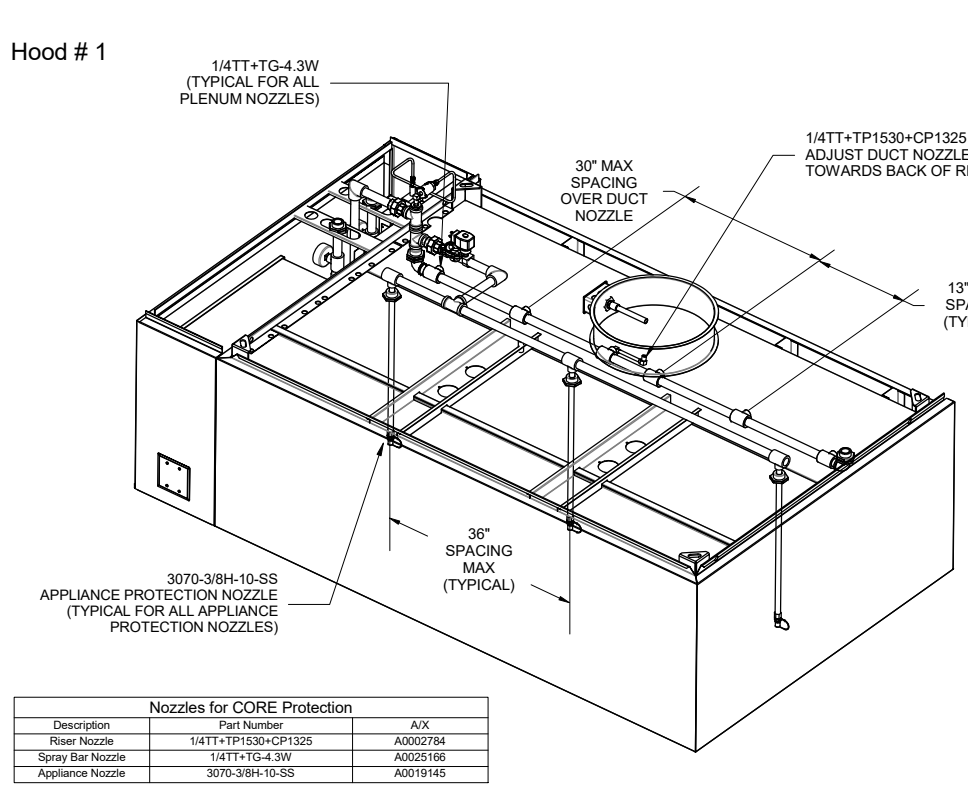
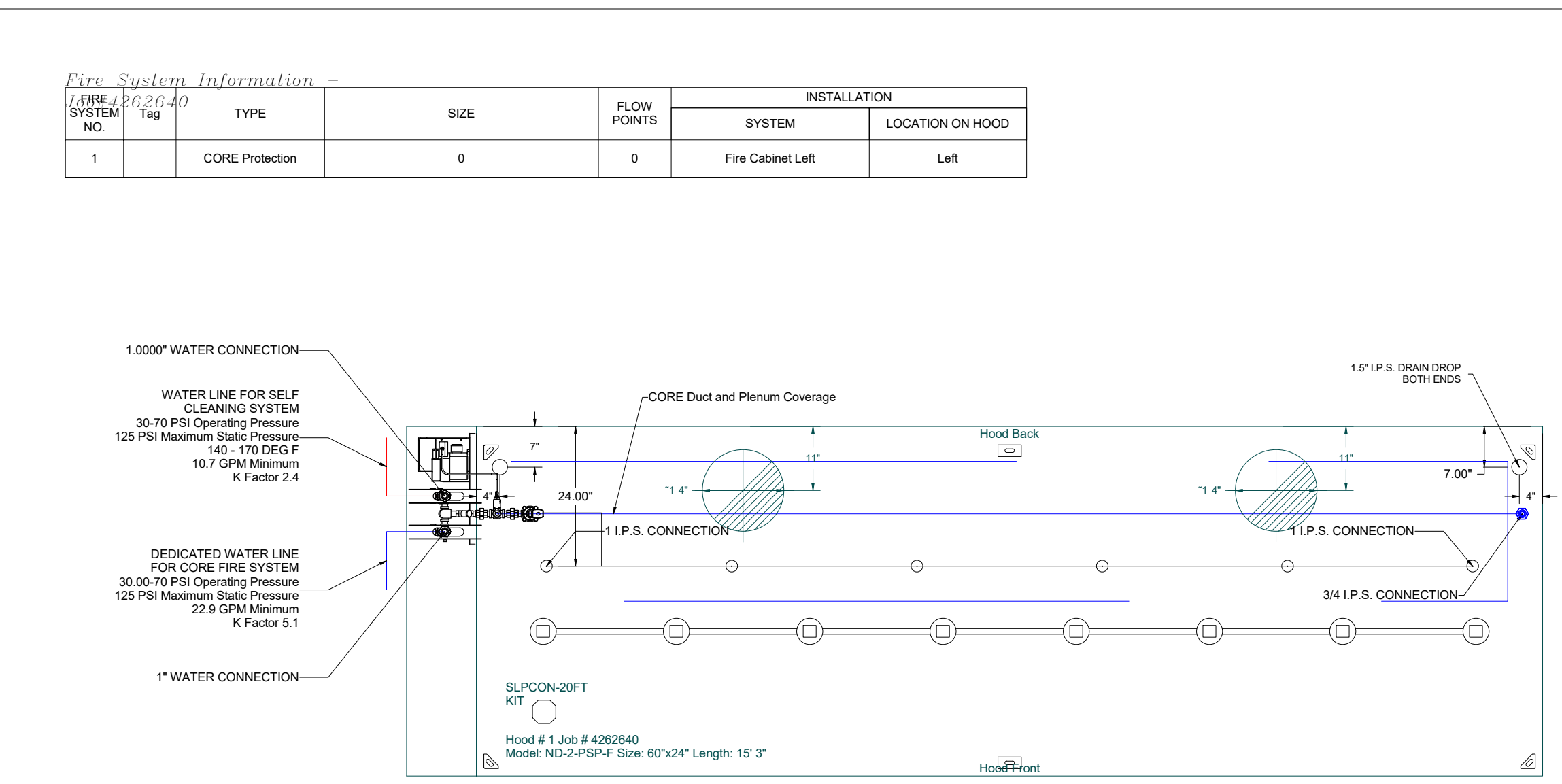
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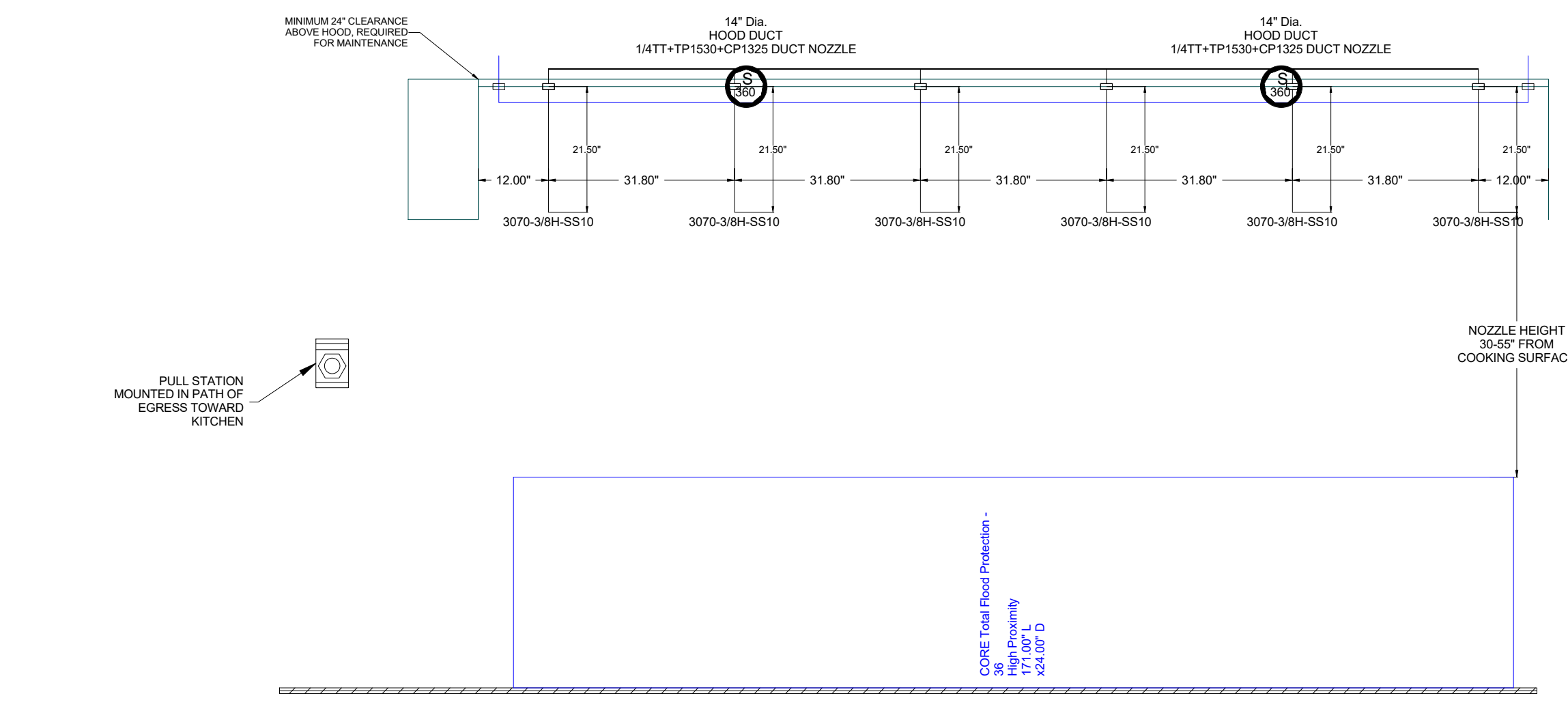
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ISOMETRIC VIEWS ARE FOR GRAPHICAL REPRESENTATION OF TYPICAL NOZZLE PLACEMENTS AND TYPE. QUANTITIES OF NOZZLES WILL VARY.



ACTUAL FIRE SYSTEM PIPING SCHEMATIC TO BE PROVIDED BY CONTRACTED FIRE SYSTEM DISTRIBUTOR AT TIME OF PERMITTING

TOTAL SYSTEM LINE REQUIREMENTS

System Line	Maximum Flow Rate (GPM)	Minimum Pressure (PSI)	Water Head (feet)
Total System Line Requirements	22.9	30.0	47.5
Total Self-Cleaning Line Requirements	10.7	50	

* Operating pressure range of Self-Cleaning Panel Gauge is 30 to 70 PSI.
 Maximum Static Pressure is 125 PSI.
 * Operating pressure range of Self-Cleaning Panel Gauge is 30 to 70 PSI.
 Maximum Static Pressure is 125 PSI.
 * Hot Water Temperature Range for Self-Cleaning 140-170°F.

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CORE TOTAL FLOOD PROTECTION ELECTRICAL DETAIL

FS-1: MASTER

ITEM	CONNECTION	ELECTRICAL CONTRACTOR REQUIREMENT	COMMENTS
SHUNT TRIP BREAKER (OPTIONAL)	ST AN	120 VAC	5T TO A1 ON SHUNT BREAKER COIL AND NEUTRAL TO A2 ON SHUNT TRIP BREAKER COIL.
CONTROL PANEL POWER	H1-N1-GROUND	CIRCUIT BREAKER	CONTROL PANEL POWER MUST NOT BE RUN THROUGH SHUNT TRIP BREAKER.
COIL SUPPLY (WATER SUPPLY) (OPTIONAL)	H1-A1-B	120 VAC	ALL SHUNT TERMINALS MUST BE RUN THROUGH OVERALL SWITCHING.
REMOTE (ON/OFF) (WATER SUPPLY) (OPTIONAL)	A11-A12	SOLID STATE	120V TO A11 AND A12 TO REMOTE ELECTRIC ACTUATOR AREA. SEE DRAWING FOR NEUTRAL.
GAS VALVE	1-10-N01	REDUCED/OPEN	7.5 TON GAS VALVE. VERIFY VALVE TO BE USED AND CHECKED FOR CORRECTNESS.

PREPARE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.
 * SEE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.

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CORE TOTAL FLOOD PROTECTION PLUMBING DETAIL

FS-1: MASTER

ITEM	CONNECTION	TEMPERATURE	PRESSURE	FLOW RATE	COMMENTS
CORE WATER LINE	1-N01-NPT	145 TO 170°F	150 PSI	30 GPM TO 70 GPM	INSULATE HOT WATER PIPE. MINIMUM PRESSURE DEPENDENT ON LENGTH AND CONFIGURATION OF HOOD SYSTEM.
HOOD DRAINAGE	H1-N1	N/A	SWAYT DRAIN	SEE NOTE	20' MAXIMUM HORIZONTAL DISTANCE FROM HOOD TO HOOD DRAIN. PROVIDE SLOPE AND RISE TO HOOD DRAIN. PROVIDE SLOPE AND RISE TO HOOD DRAIN.
BACK-FLOW PREVENTER (OPTIONAL)	1-10-N01	N/A	1 1/2" X 1 1/2"	NA	CONNECTION WITH NPT PIPE. SEAL ALL THREADS. HOOD CONNECTION PROVIDED.
HOOD DRAINAGE	W-001	N/A	NA	NA	CONNECTION WITH NPT PIPE. SEAL ALL THREADS. HOOD CONNECTION PROVIDED.
W-001	N/A	N/A	NA	NA	CONNECTION WITH NPT PIPE. SEAL ALL THREADS. HOOD CONNECTION PROVIDED.
FLOOR DRAIN	1-10-N01	N/A	SWAYT DRAIN	NA	USED TO HELP CLEAN UP FIRE SYSTEM OILS AND GREASE. INTERCEPTOR MAY BE REQUIRED.
BACKFLOW PREVENTER (OPTIONAL)	1-10-N01	N/A	1 1/2" X 1 1/2"	NA	INSTALL WHEN PACKAGE HAS A BACKFLOW PREVENTER VALVE. SEE NOTE FOR BACKFLOW PREVENTER VALVE MANUAL FOR PRESSURE REQUIREMENTS.

PREPARE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.
 * SEE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.

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CORE TOTAL FLOOD PROTECTION SPRINKLER DETAIL

FS-1: MASTER

ITEM	CONNECTION	OPERATING PRESSURE	SPRINKLER FACTOR	FLOW RATE	COMMENTS
CORE WATER SUPPLY LINE	1-N01-NPT	30.0 PSI TO 70 PSI	S1	22.9 GPM	WATER LINE MUST BE SUPERSIZED AND HAVE AN UNSUPERSIZED MANUAL SHUT-OFF. MINIMUM PRESSURE AND FLOW RATE DEPENDENT ON LENGTH OF HOOD SYSTEM.

PREPARE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.
 * SEE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.

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PCU CORE FIRE PROTECTION ELECTRICAL DETAIL

PCU-1 FS: SLAVE

ITEM	CONNECTION	ELECTRICAL CONTRACTOR REQUIREMENT	COMMENTS	
PCU CORE CONTROL PANEL POWER	H1-N1-GROUND	CIRCUIT BREAKER	120 VAC 15 AMPS	CONTROL PANEL POWER MUST NOT BE RUN THROUGH SHUNT TRIP BREAKER.

PREPARE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.
 * SEE INSTALLATION OPERATOR AND MAINTENANCE MANUAL FOR USER INSTRUCTIONS.

THE ORIGINAL SIZE OF THIS DRAWING IS 30" X 42"

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Author 04/17/20 19_040

PROJECT TITLE

FOODSERVICE DESIGN DOCUMENTS FOR

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SHEET TITLE

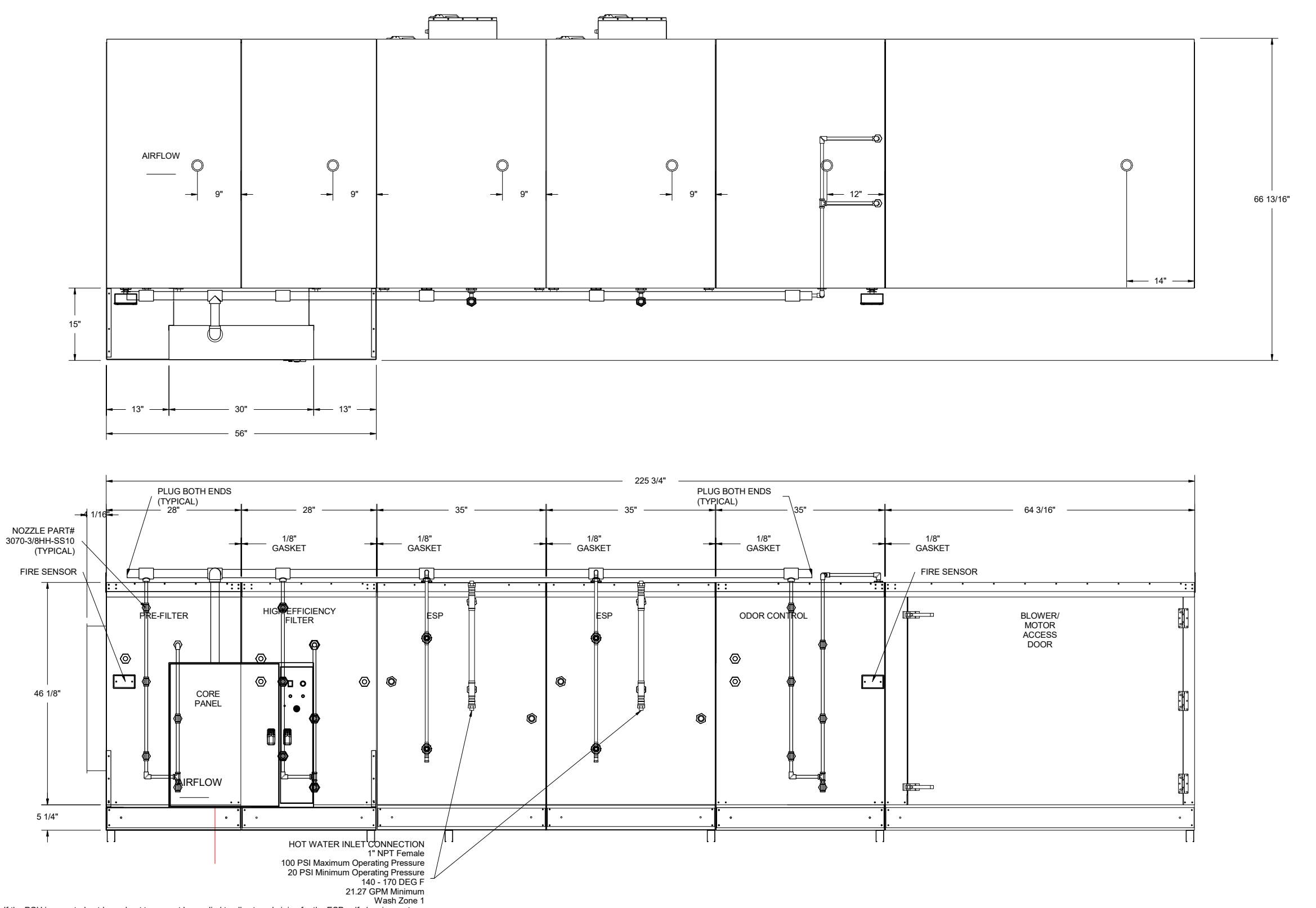
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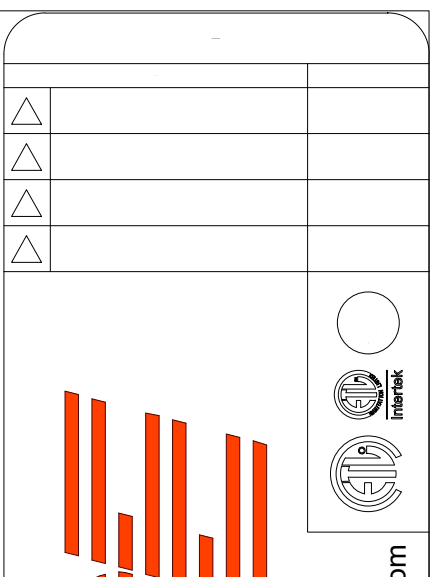
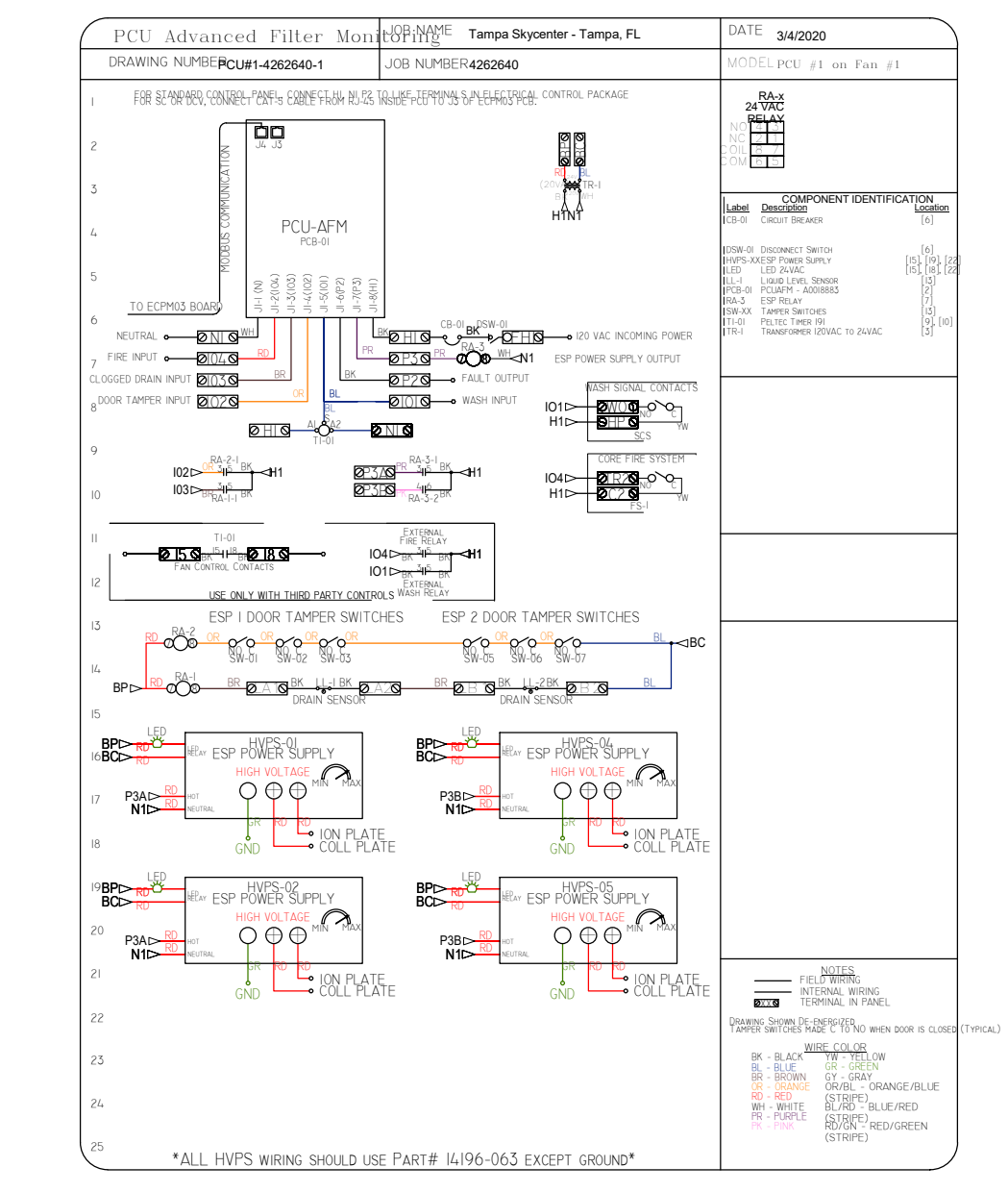
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FAN NO.	FAN TYPE	FAN UNIT MODEL #	CFM	ESP	RPM	H.P.	B.H.P.	VOLT	FLA	WEIGHT (LBS.)	SONES	
1	EC	KR20	4000	2.000	1484	5.000	3.6950	3	208	13.6	3646	23

POLLUTION CONTROL LINE FIRE SYSTEM
FAN #1 KR20 EXHAUST FAN POLLUTION CONTROL LINE WITH CORE PROTECTION FIRE SYSTEM INSTALLED. INCLUDES STEEL FIRE FILTER MODULE, HIGH EFFICIENCY MERV 15 FILTER MODULE, DUAL ESP MODULES AND DOOR CONTROL MODULE. FIREPROOF WITH 30% MINIMUM PROTECTION. DOWNSTREAM PROTECTION. ELECTRIC FIRE DETECTOR AND NOZZLES ARE INCLUDED.
3/8 INCHES CLEARANCE REQUIRED IN FRONT OF ALL UTILITY CABINET DOORS.



MODULE	FILTER TYPE	FILTER EFFICIENCY	QTY	SIZE	S.P.(CFM) (B.W.C)
1	Capable S/O	MERV 8	10	20X25K2	0.310
2	High Efficiency	MERV 15	10	20X25M4	0.205
3	ESP Cell	MERV 15	4	24x18x15	0.140
4	ESP Cell	MERV 15	4	24x18x15	0.140
5	OC 100% Carbon	N/A	10	20x25M4	0.631
					1.426



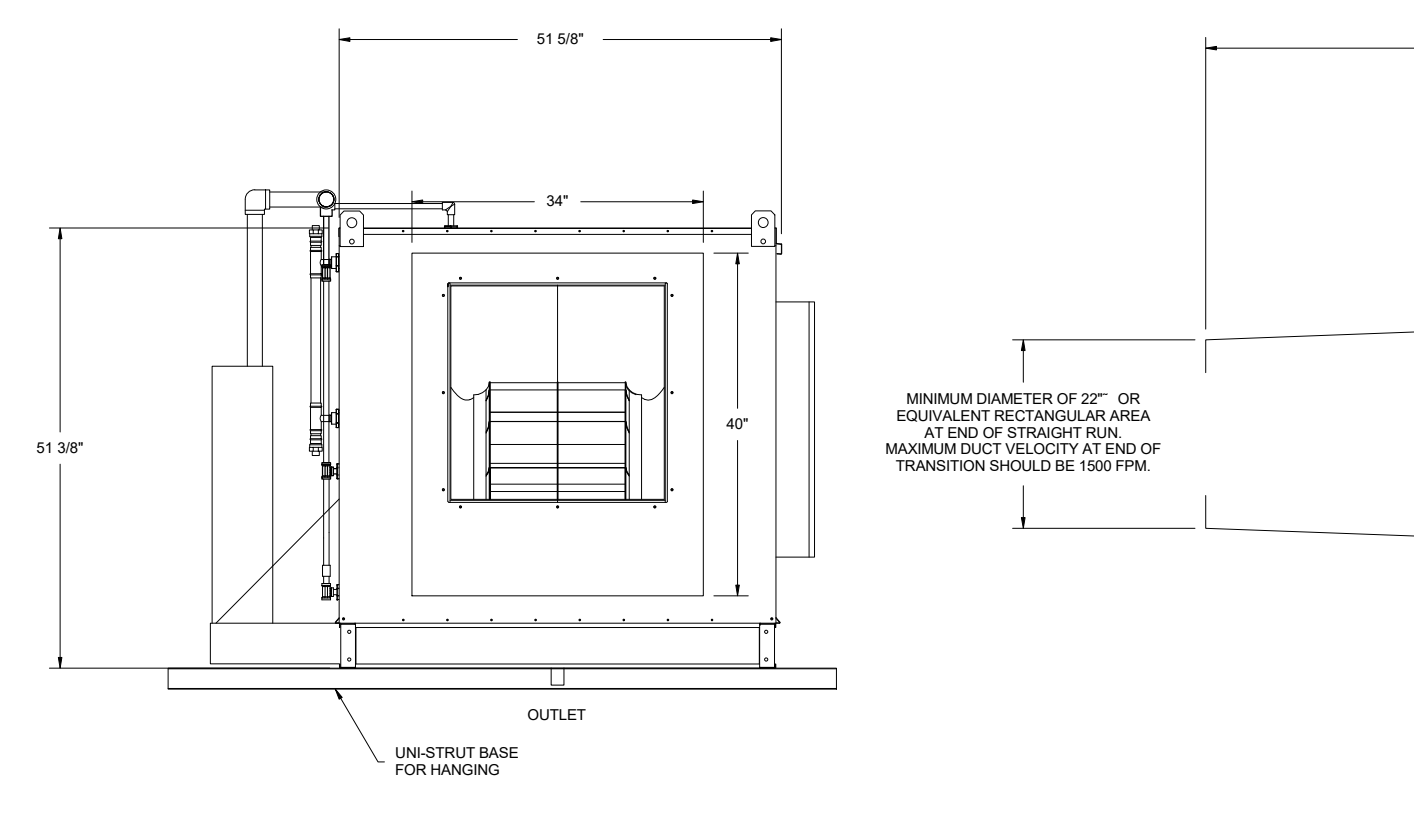
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NOTES
THIS PLAN REPRESENTS A FOOD SERVICE LAYOUT OF COMMON REVENUE, SYSTEMS AND RELATED EQUIPMENT FOR THE CONVENIENCE OF OWNER/OPERATOR, ARCHITECTS, MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERS, CONTRACTORS, KITCHEN EQUIPMENT FABRICATORS, KITCHEN EQUIPMENT CONTRACTORS AND OTHER RELATED TRADES. THE BASE PLAN HAS BEEN MADE AVAILABLE FROM INFORMATION PROVIDED BY OTHERS, NOT LIMITED TO ARCHITECTS, MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL, CIVIL, E.LECTRICAL, MECHANICAL AND MECHANICAL ENGINEERS, GENERAL CONTRACTORS, SUBCONTRACTORS, KITCHEN EQUIPMENT CONTRACTORS, INSTALLERS, AND OTHERS. CONTRACTORS ARE RESPONSIBLE FOR SECURING AND OBTAINING THE RELEVANT MEASUREMENTS AND SPECIFIC INFORMATION. INFORMATION INDICATED ON THESE PLANS ARE GENERALLY FOR FOOD SERVICE EQUIPMENT AND ARE INTENDED AS REFERENCE ONLY. THEODORE BARBER & COMPANY, INC. IS NOT RESPONSIBLE FOR THE ENGINEERING OR RETENTION OF RELATED ENGINEERING AND DISCIPLES THROUGHOUT THE FULL SET OF CONSTRUCTION DOCUMENTS SPECIFIC TO THE FOOD SERVICE EQUIPMENT IN RELATION TO THE STRUCTURE, MECHANICAL, ELECTRICAL, PLUMBING AND ELECTRICAL TRADES. THESE TRADES SHOULD SPECIFICALLY PROVIDED FOR IN THE PLANS AND SPECIFICATIONS. THEODORE BARBER & COMPANY, INC. ASSUMES NO RESPONSIBILITY FOR WORK DONE BY ANY AND ALL MECHANICAL ENGINEERS, CONSULTANTS OR CONTRACTORS, OR FOR ANY CHANGES MADE NECESSARY BY LOCAL, STATE, OR NATIONAL BUILDING CODES, ORDINANCES, STRUCTURAL CONDITIONS OR BY THE SUBSTITUTION OF CHANGES IN EQUIPMENT SHOWN ON THIS PLANS. CONTRACTORS ARE TO MAKE ALLOWANCES FOR INTERFERE AND EXTENSION FROM CORRECTIONS ON THE FOOD SERVICE EQUIPMENT. WASTE PIPING, VALVES, BACK-FLOW PREVENTION TRAPS, SHAM GATES, FLUID GAS REGULATORS, FLEXIBLE STEAM TRAPS, STARTING SWITCHES AND MOTORS, SAFETY WHERE SPECIFICALLY NOTED IN THE FOOD SERVICE SPECIFICATIONS, SECTION 1140.

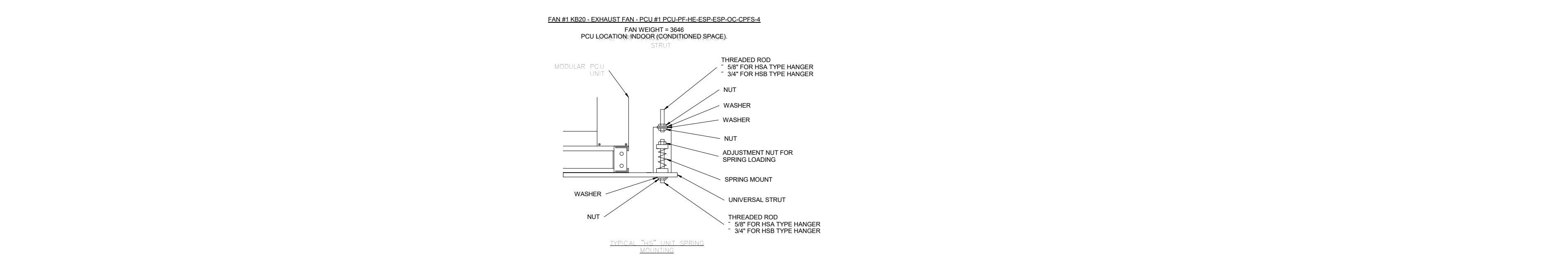
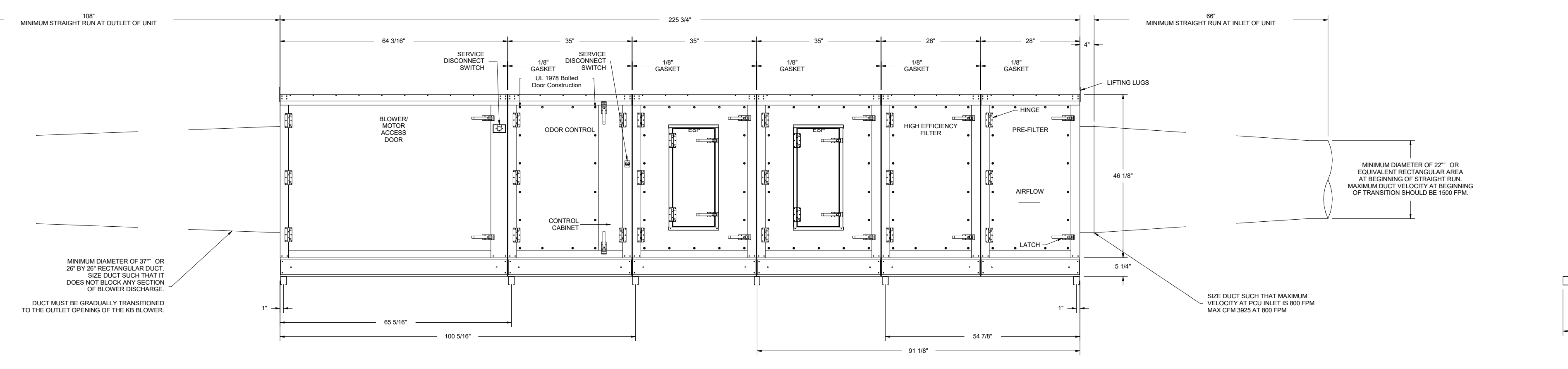
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KEYNOTES

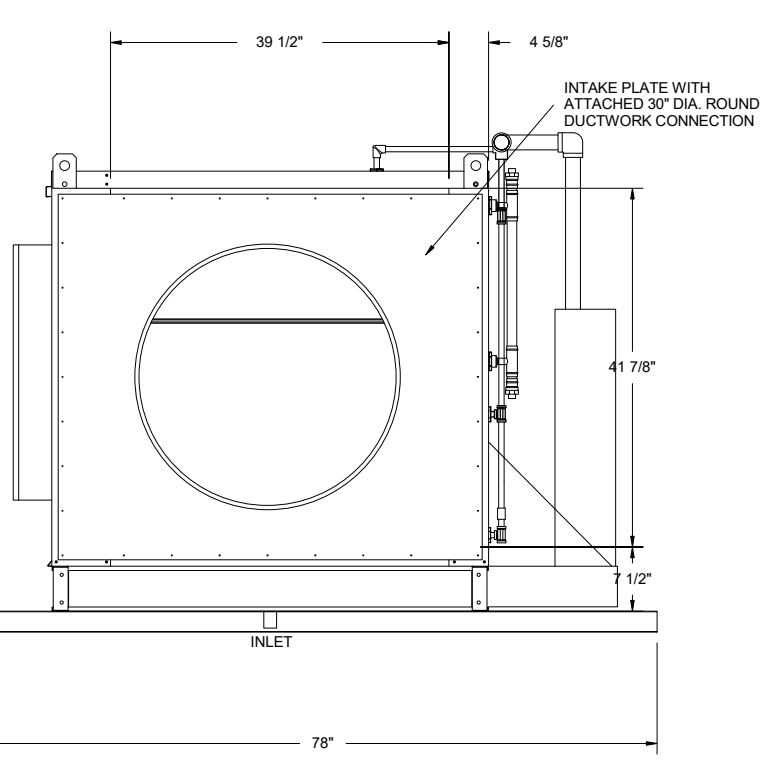
DESCRIPTION
FAN #1 KR20 EXHAUST FAN POLLUTION CONTROL LINE WITH CORE PROTECTION FIRE SYSTEM INSTALLED. INCLUDES STEEL FIRE FILTER MODULE, HIGH EFFICIENCY MERV 15 FILTER MODULE, DUAL ESP MODULES AND DOOR CONTROL MODULE. FIREPROOF WITH 30% MINIMUM PROTECTION. DOWNSTREAM PROTECTION. ELECTRIC FIRE DETECTOR AND NOZZLES ARE INCLUDED.



- NOTES**
1. ALL DIMENSIONS ARE NOMINAL AND GIVEN IN INCHES.
 2. DUAL (A) LISTED FOR GREASE DUCT INSTALLATION.
 3. PCU EXHAUST FAN WITH 20 INCH WHEEL, UL 702 & UL-184 LISTED SIZE 4.
 4. WHEN USED IN KITCHEN GREASE DUCT, UNIT MUST BE INSTALLED DOWNSTREAM OF A LISTED HOOD ASSEMBLY OR A LISTED HOOD ASSEMBLY FOR A NFAA COMPLIANT HOOD ASSEMBLY. UNIT MUST BE INSTALLED WITH A FIRE SUPPRESSION SYSTEM THAT IS INTERLOCKED WITH THE NFAA COMPLIANT HOOD FIRE SYSTEM.
 5. CLEARANCE ON FILTER ACCESS SIDE OF THE PCU SHOULD BE A MINIMUM OF 30" FOR SERVICE OF THE UNIT. ALL OTHER SIZES SHOULD FOLLOW CLEARANCE TO COMMUNITE CODES AND PER CODE.
 6. UNIT CONTAINS PRESSURE MONITORING SWITCHES REFER TO ELECTRICAL SCHEMATIC OR OPERATION MANUAL FOR MORE INFORMATION.
 7. 1/2" NPT DRAIN SURVEYED IN EACH MODULE BASE. CONNECT INDIVIDUAL DRAINS TO A COMMON 2" DRAIN AND ROUTE TO GREASE INTERCEPTOR.
 8. FIRE SYSTEM TO BE INSTALLED IN DOORS OR IN A WEATHERTIGHT ENCLOSURE MAINTAINED BETWEEN 32" AND 132" IF THIS ENCLOSURE IS PROVIDED BY OTHERS.
 9. WHEN THE PCU IS INSTALLED ABOVE OR NEAR A PRESSURE BRIDGE, THE INSTALLING CONTRACTOR MUST PROTECT THE PRESSURE BRIDGE TO PREVENT DAMAGE IN THE EVENT OF A FIRE SYSTEM OPERATOR OF WHEN REGULAR CLEANING IS PERFORMED ON THE UNIT.



- PCU OPTIONS**
- DOOR CONTROL IN TEST 20 X 25 X 4 FOR DOOR CONTROL STAGE OF PCU MODULE, CALIBRE IMPREGNATED, OC CAUSTIC, INCLUDES PERIMETER GASKET ON THE DOWNSTREAM END AND ADDITION OF FACE GASKET ON THE DOWNSTREAM END. (REFS ARE PART NUMBER: BPH, 3129)
 - MERV 15 FILTER 20 X 25 X 4 FOR HIGH EFFICIENCY STAGE OF PCU MODULE. (REFS ARE PART NO: PFC CODE, RE. ETC). INCLUDES PERIMETER GASKET ON THE DOWNSTREAM END AND ADDITION OF FACE GASKET ON THE DOWNSTREAM END. (A & B REQUIRED)
 - DOOR HANGING CHAINS FOR SIZE 4 PCU WITH 1/2 INCHES AND BLOWER. 4 PIECES OF UNISTRUT 7/8 INCHES LONG EACH. 3 HANGING ISOLATORS PER UNISTRUT INCLUDED. FOR USE WITH THE BLOWERS.
 - DOOR WITH THE SCREEN BACK PLATE WITH A UNIVERSAL STRUT CONNECTOR ARE PROBLE. CONTACT FITTING WORKING HANDS.
 - CORE PANEL FACTORY MOUNTED ON BACK SIDE OF PCU. CORE FIRE SENSORS FACTORY WIRED AND ALL NOZZLES FACTORY WIRED.
 - DOORSET SHALL HAVE SUPPLEMENTARY SWITCH WITH 1/2" NPT FIRE-RESISTANT WALL VALVE.
 - DOORSET SHALL HAVE SUPPLEMENTARY SWITCH WITH 1/2" NPT FIRE-RESISTANT WALL VALVE.
 - PCU UNIT 1/2" NPT FIRE-RESISTANT WALL VALVE. 1/2" NPT FIRE-RESISTANT WALL VALVE.
 - UL 189R BOLTED DOOR DESIGN FOR PCU DOORS. INCLUDES GAGE NUTS AND BOLTS.



- INLET NOTES**
1. LENGTH OF STRAIGHT DUCT ON INLET OF PCU TO BE THREE TIMES THE EQUIVALENT DUCT DIAMETER TO AVOID SYSTEM EFFECT.
 2. MAX INLET DUCT VELOCITY TO BE 800 FPM. THE PCU AND WORK SHOULD BE SEPARATELY SUPPORTED.
 3. DUCT MUST BE GRADUALLY TRANSITIONED TO THE INLET OPENING OF THE PCU TO SPREAD AIR OUT ON ALL FOUR SIDES. FAILURE TO DO THIS WILL RESULT IN DOOR AND SMOKE BYPASS.
 4. SERVICE PLATFORM MUST BE INSTALLED ON THE FILTER SIDE OF THE UNIT FOR PROPER FILTER MAINTENANCE. THE PLATFORM MUST BE THE SAME LENGTH AS THE PCU AND AT LEAST 3 FEET DEEP. THE PLATFORM MUST BE STRUCTURALLY SUPPORTED BY THE BUILDING MEMBERSHIP OF THE PCU. THE PLATFORM MUST BE DESIGNED TO PROPERLY SUPPORT THE WEIGHT OF ALL PCU FILTERS AND MAINTENANCE PERSONNEL. PERSONNEL MUST BE TRAINED ON THE SERVICE PLATFORM TO PROTECT MAINTENANCE PERSONNEL.

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3/4/2020

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1/2" = 1'-0"

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3

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NO.	DATE	DESCRIPTION

SCALE	DATE	PROJECT NO.
	04/17/20	19_040

DRAWN BY	CHECKED BY
Author	Checker

PROJECT TITLE

FOODSERVICE DESIGN DOCUMENTS FOR

SKYCENTER ONE TAMPA INTERNATIONAL AIRPORT

SHEET TITLE

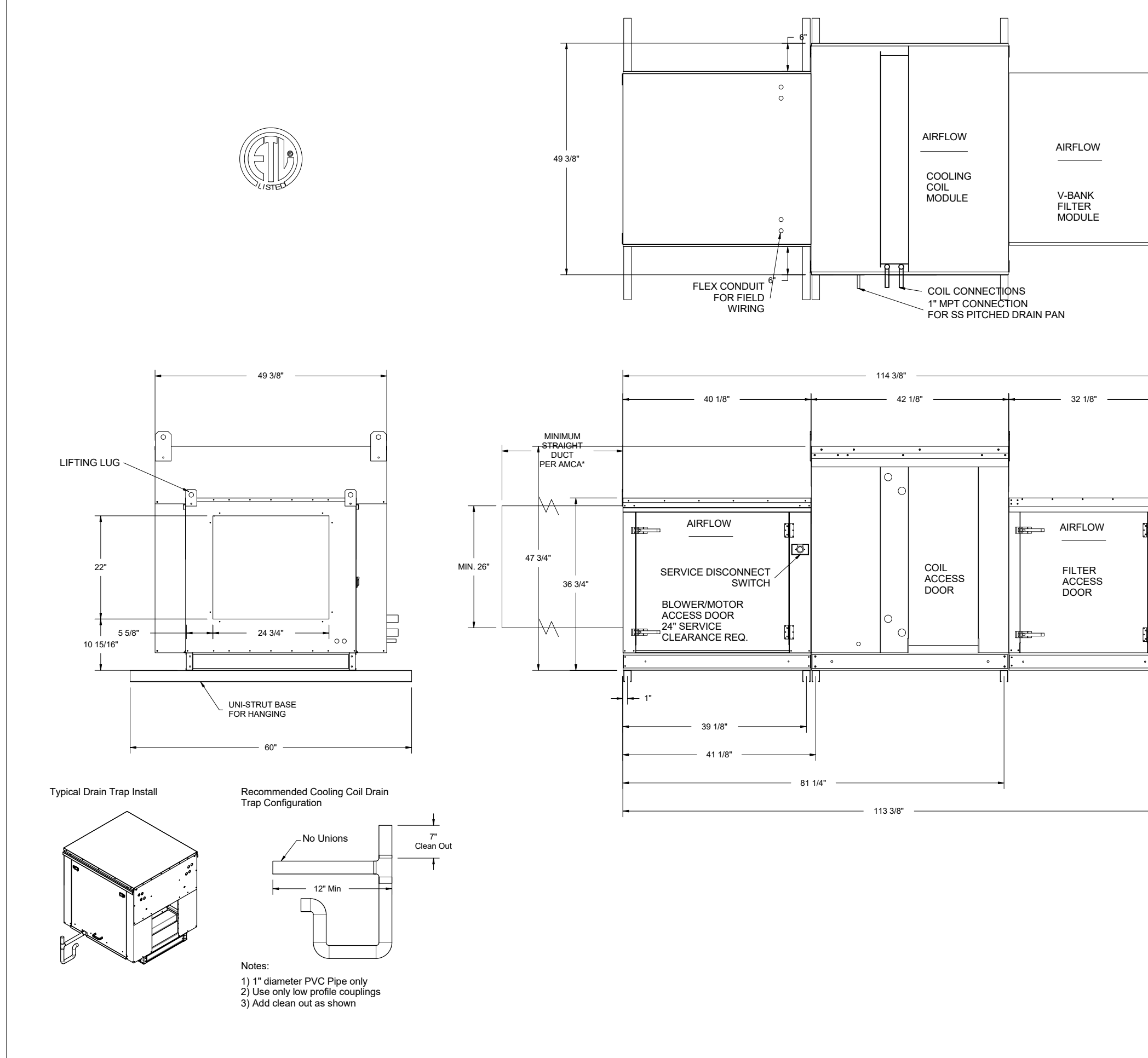
EXHAUST HOOD DETAILS

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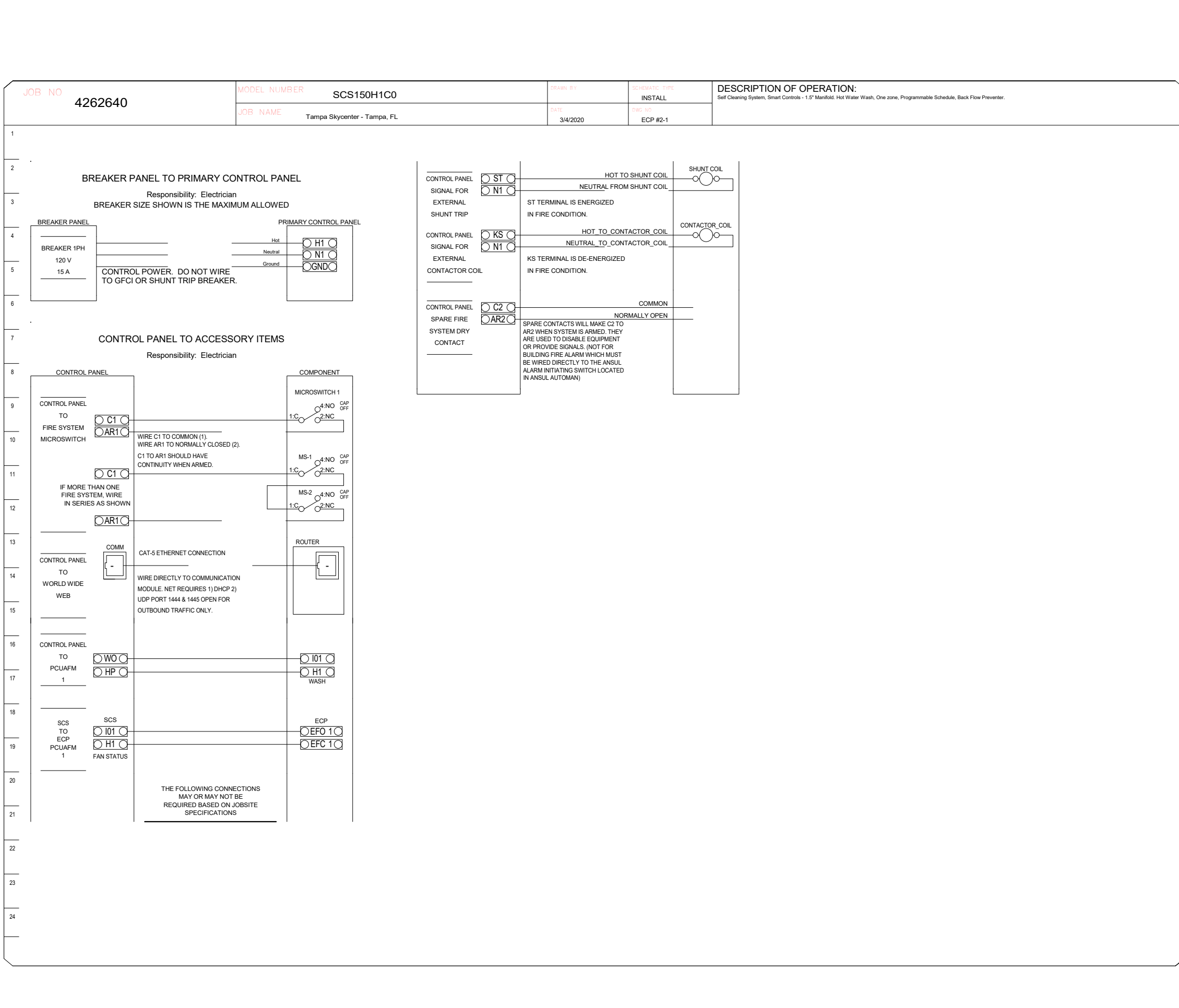
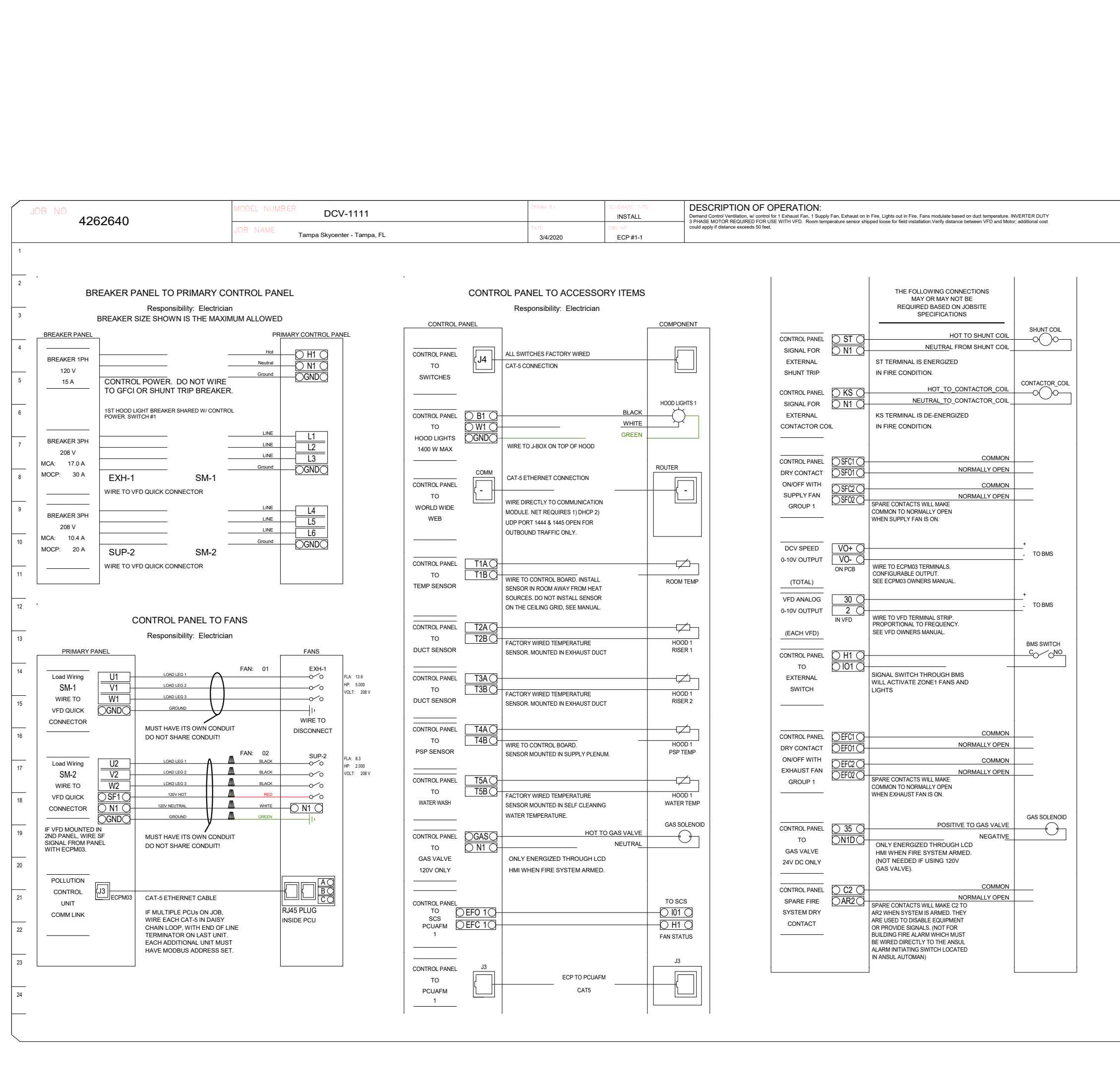
FS-7.1.3

MIA FAN INFORMATION - TABLE with columns: FAN UNIT NO., TAG, FAN UNIT MODEL #, BLOWER, HOUSING, MIN CFM, DESIGN CFM, ESP, RPM, H.P., B.H.P., VOLT, FLA, MCA, MOCP, WEIGHT (LBS.), BONES.

EXHAUST SUPPLY ACCESSORIES TABLE with columns: FAN UNIT NO., TAG, EXHAUST, WALL MOUNT, GRAVITY DAMPER, SIDE DISCHARGE, GRAVITY DAMPER, FORCED DRAIN, WALL MOUNT.



ELECTRICAL PACKAGE TABLE with columns: NO., FANS, TAG, LOCATION, SWITCHES, QUANTITY, OPTION, FANS CONTROLLED.



CAPTIVE logo and address information: Tampa Skycenter - Tampa, FL, 4100 George J Bean Pkwy, TAMPA, FL, 33607. Date: 3/4/2020, Drawing No: 4262640, Scale: 1/2" = 1'-0", Title: MASTER DRAWING.

NOTES
 THIS PLAN REPRESENTS A FOOD SERVICE LAYOUT OF CULINARY, BEVERAGE, SYSTEMS AND RELATED EQUIPMENT FOR THE CONVENIENCE OF OWNER/OPERATOR, ARCHITECTS, MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERS, CONTRACTORS, KITCHEN EQUIPMENT FABRICATORS, KITCHEN EQUIPMENT CONTRACTORS AND OTHER RELATED TRADES. THE BASE PLAN HAS BEEN MADE AVAILABLE FROM INFORMATION PROVIDED BY OTHERS, NOT LIMITED TO MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS, CONTRACTORS, ARCHITECTS, MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS, CONTRACTORS, SUBCONTRACTORS, KITCHEN EQUIPMENT CONTRACTORS, CONTRACTORS, INSTALLERS, RELATED AND NON-RELATED CONTRACTORS, ARE RESPONSIBLE FOR SECURING AND OBTAINING THE NECESSARY PERMITS AND SPECIFIC INFORMATION. INFORMATION INDICATED ON THIS PLAN ARE GENERALLY FOR FOOD SERVICE EQUIPMENT AND ARE INTENDED AS REFERENCE ONLY. THEODORE BARBER & COMPANY, INC. IS NOT RESPONSIBLE FOR THE ENGINEERING OR INTERPRETATION OF RELATED ENGINEERING AND DISCLOSES THROUGHOUT THE FULL SET OF CONSTRUCTION DOCUMENTS SPECIFIC TO THE FOOD SERVICE EQUIPMENT IN RELATION TO THE STRUCTURE, MECHANICAL, ELECTRICAL, AND PLUMBING AND ELECTRICAL TRADES. SPECIFIC TRADES SPECIFICALLY PROVIDED FOR IN THE PLANS AND SPECIFICATIONS. THEODORE BARBER & COMPANY, INC. ASSUMES NO RESPONSIBILITY FOR WORK DONE BY ANY AND ALL MECHANICAL, ELECTRICAL, MECHANICAL, PLUMBING AND ELECTRICAL TRADES, SUBCONTRACTORS, ENGINEERS, CONSULTANTS OR CONTRACTORS, OR FOR ANY CHANGES MADE NECESSARY BY LOCAL, STATE, OR NATIONAL BUILDING CODES, ORDINANCES, STRUCTURAL CONDITIONS, OR BY THE SUBSTITUTION OF CHANGES IN EQUIPMENT SHOWN ON THIS PLAN. CONTRACTORS ARE TO MAKE ALLOWANCES FOR INTERNAL AND EXTERNAL FINISH CONNECTIONS ON THE FOOD SERVICE EQUIPMENT. WASTE PIPING, VALVES, BACK-FLOW PREVENTION TRAPS, CLEAN DRAINAGE, FLUID, GAS REGULATORS, PANELS, STEAM TRAPS, STARTING SWITCHES AND MOTORS, SHORTLY WHERE SPECIFICALLY NOTED IN THE FOOD SERVICE SPECIFICATIONS, SECTION 1140.

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KEYNOTES

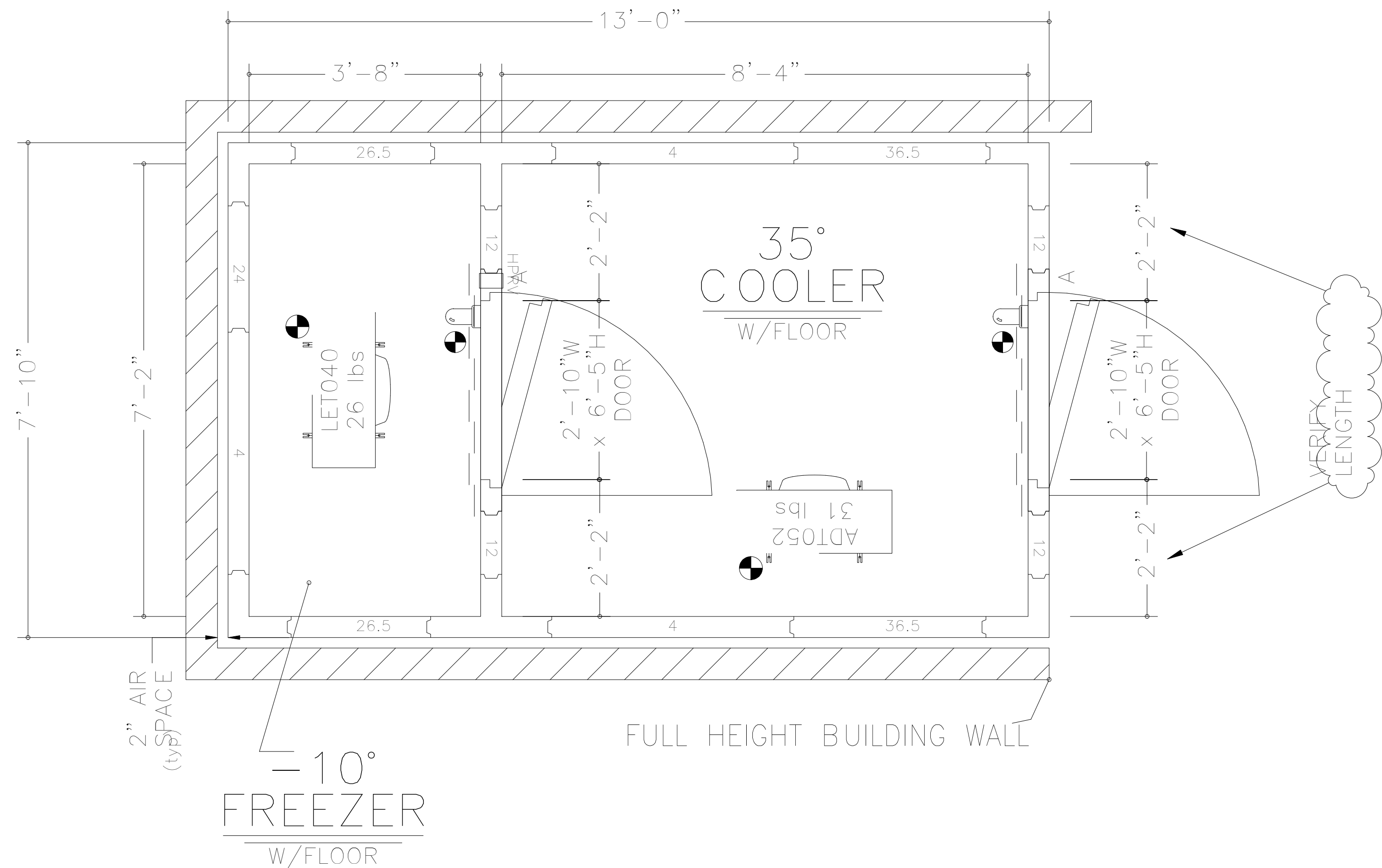
THE ORIGINAL SIZE OF THIS DRAWING IS 30" X 42"

ISSUES AND REVISIONS		
NO.	DATE	DESCRIPTION

SCALE	DATE	PROJECT NO.
	04/17/20	19_040
DRAWN BY	CHECKED BY	
GEP	DH	

PROJECT TITLE
 FOODSERVICE DESIGN DOCUMENTS FOR
 SKYCENTER ONE
 TAMPA INTERNATIONAL
 AIRPORT

SHEET TITLE
 WALK-IN DETAILS



FREEZER DOOR	
DOOR FRAME KWHr/DAY	2.016
COOLER DOOR	
DOOR FRAME KWHr/DAY	0.312

INSULATION R-VALUES			
PANEL TYPE	COOLER	FREEZER	
4" WALLS, ROOFS & DOORS	R-29	R-32	
5" WALLS, ROOFS & DOORS	R-36	R-40	
FLOORS	R-25	R-28	



ELECTRICAL DATA			
☐ = POINT OF ELECTRICAL CONNECTIONS.			
FREEZER			
CONDENSING UNIT:	208-230v/60/3φ	8.0 UNIT AMPACITY	
EVAPORATOR:	208-230v/60/1φ	0.9/4.3 AMPS	
COOLER			
CONDENSING UNIT:	208-230v/60/1φ	10.5 UNIT AMPACITY	
EVAPORATOR:	208-230v/60/1φ	0.5 AMPS	
WALK-IN DOORS:	115v/1φ - 350w*		

- BOX HEIGHT: FREEZER - 8'-6" OVERALL (7'-5" INTERIOR)
 COOLER - 8'-6" OVERALL (7'-5" INTERIOR)
- CONSTRUCTION: FOAMED IN PLACE
 NSF LISTED, STANDARD NO. 7
- INSULATION: 4" URETHANE, FINISHED PANEL
 UL CLASSIFIED FLAME SPREAD 20
 CORE SMOKE DEVELOPED 250
- INSTALLATION: INDOOR
 FLOOR: FREEZER - STANDARD
 (SEE DETAILS) COOLER - STANDARD
- DOOR HARDWARE & ACCESSORIES: EACH DOOR
 DEADBOLT HANDLE W/KEYED CYLINDER LOCK, PADLOCK
 PROVISION & QUARTER TURN INSIDE RELEASE (EXTERIOR DOOR ONLY)
 FRAME HEATER WIRE
 HYDRAULIC DOOR CLOSER
 IC WALK-IN DOOR CONTROLLER AND ALARM SYSTEM INCLUDING:
 DIGITAL THERMOMETER WITH 3 DIGIT LED DISPLAY
 HIGH AND LOW TEMPERATURE ALARM WITH INTEGRATED BUZZER
 AIR TEMPERATURE PROBE
 INTEGRATED LIGHT SWITCH WITH AUTOMATIC LIGHT OFF
 CONNECTION TO REMOTE LIGHT SWITCH
 DOOR AND WINDOW HEATER CONTROL
 ADAPTIVE SETTINGS
 KASON SCREW-IN VAPOR PROOF LIGHT FIXTURE
 W/8.5 WATT SYLVANIA LED BULB & GLOBE
- 2 - STD. CAM RISE HINGES
 1/10" DIAMOND ALUMINUM TREAD PLATE KICKPLATES @ 36" HIGH I/S & O/S
 KASON #1825 PRESSURE RELIEF VENT (FREEZER DOOR ONLY)
 STRIP CURTAIN
- ACCESSORIES: (SHIPPED LOOSE)
 1 - 48" (1810LC) LED LIGHT FIXTURE(S) @ 40W EACH
- METAL FINISHES:
 INTERIOR WALLS & CEILING - .032 STUCCO ALUMINUM
 EXPOSED EXTERIOR - 20 GA STAINLESS STEEL
 UNEXPOSED EXTERIOR - .032 STUCCO ALUMINUM
 EXTERIOR FLOOR & CEILING - .032 STUCCO ALUMINUM
 INTERIOR FLOOR - 14GA. GALVANIZED STEEL (NOT NSF APPROVED IF EXPOSED)
- REFRIGERATION:
 U.L. LISTED, WATER COOLED, INDOORS
 FREEZER CONDENSING UNIT: 1 - STANDARD PRE-ASSEMBLED - HERMETIC
 1.50 HP MODEL NO. FFWP-015Z (R-448A)
 EVAPORATOR: 1 - MODEL NO. LET040 W/E.C. MOTORS & Q.R.C.
 COOLER CONDENSING UNIT: 1 - STANDARD PRE-ASSEMBLED - HERMETIC
 0.50 HP MODEL NO. M6WF-0056 (R-448A)
 EVAPORATOR: 1 - MODEL NO. ADT052 W/E.C. MOTORS & Q.R.C.

NOTE: THE LARGEST WALK-IN PANEL ON THIS JOB IS 46" x 90".
 CUSTOMER IS TO VERIFY THAT THIS PANEL SIZE
 WILL NOT CONFLICT WITH ANY JOB SITE RESTRICTIONS.

NOTE: CUSTOMER IS TO VERIFY ALL DIMENSIONS,
 SECTIONS, DETAILS AND SPECIFICATIONS

APPROVED SIGNATURE _____

APPROVED AS NOTED PRINT NAME _____

REVISE & RESUBMIT DATE _____

*NOTE: ADD WATTAGE FOR EACH ADDITIONAL LIGHT FIXTURE IN ACCESSORIES.

5) Special note to General Contractor and his Sub Contractor for quarry or concrete wearing floors: the sheet metal panel facings may be susceptible to staining due to excessive moisture created by condensation on type materials. Therefore, it is absolutely necessary that each contractor primarily in the field take the appropriate precautions to have on aluminum and stainless steel.

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American Panel
 AMERICAN PANEL
 5800 STATE ROAD 9 NORTH, Ocala, Florida
 Ph. (352) 244-7055 Fax (352) 244-0726

CUSTOMER: THEODORE BARBER & COMPANY
 PROJECT: TAMPA SKY CENTER - TAMPA
 FL

DATE:	DRAWN BY:	P.O.#:	
04/20/20	MW		
SCALE:	PROPOSAL#:	JOB#:	SHEET
3/8" = 1'-0"	PD191264		1 of 2

NOTES

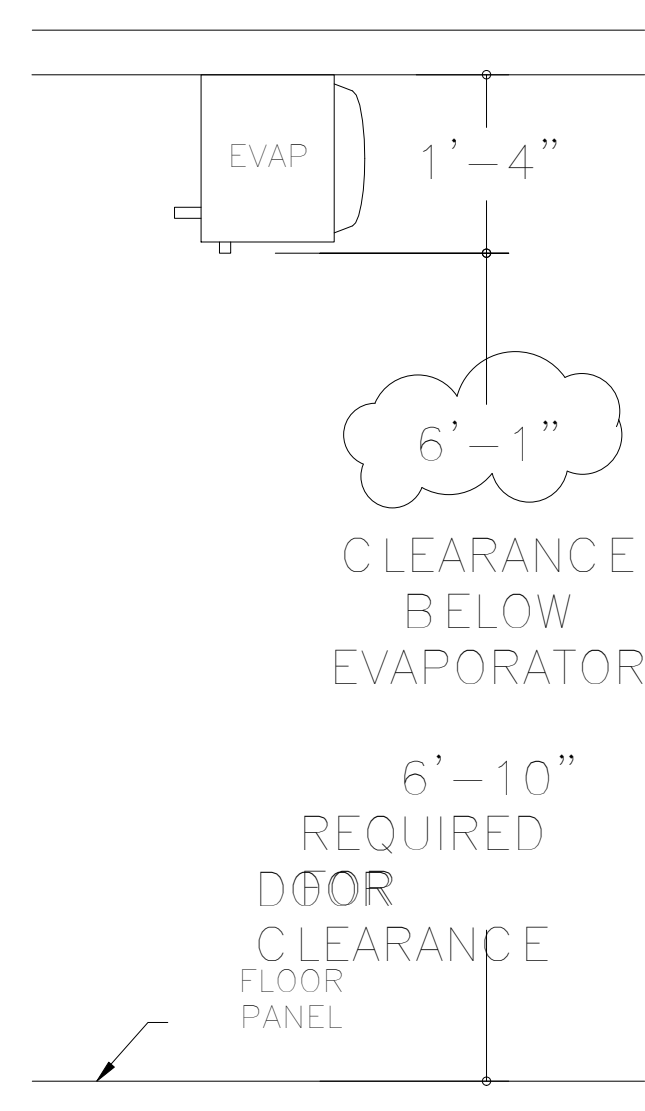
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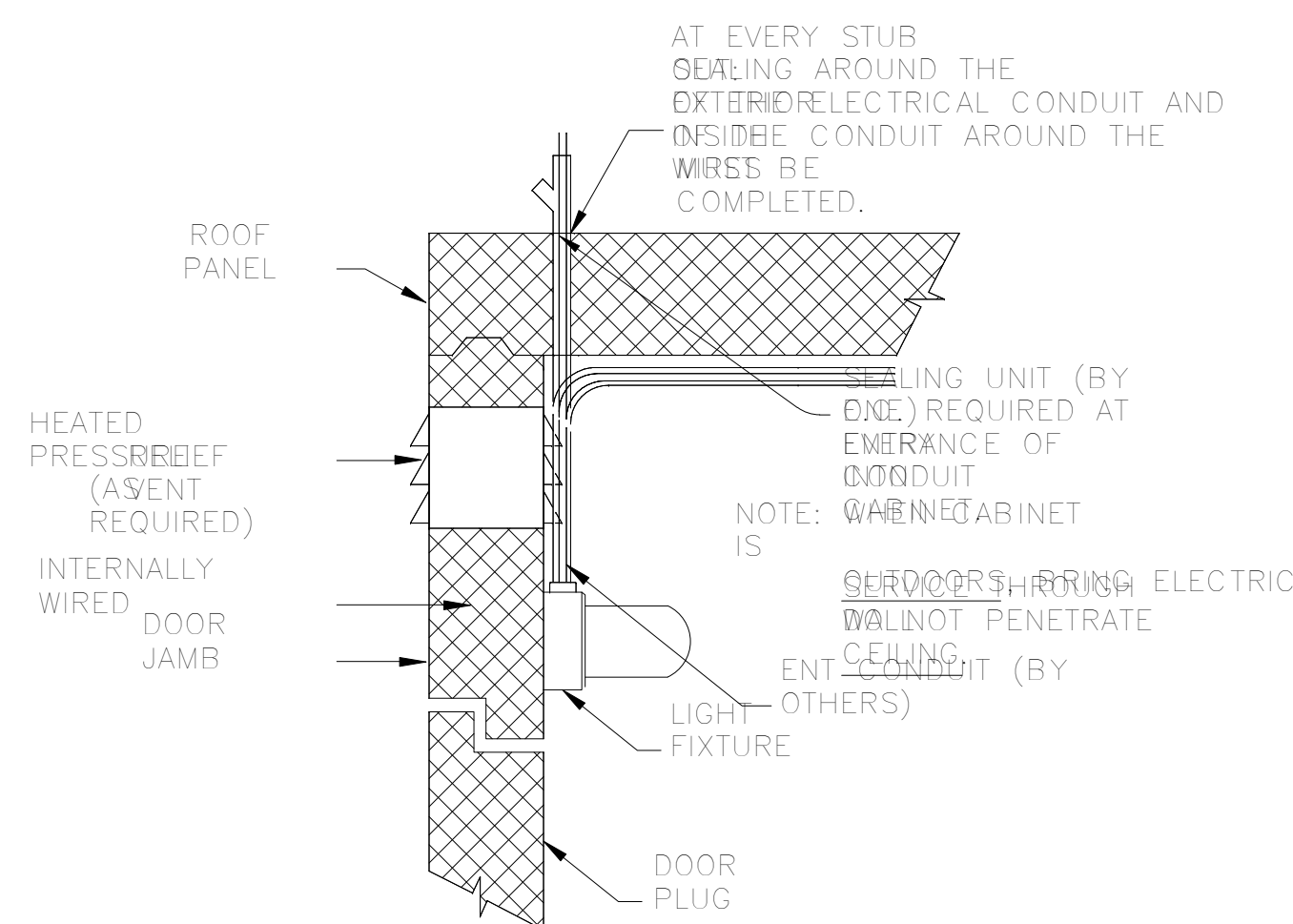
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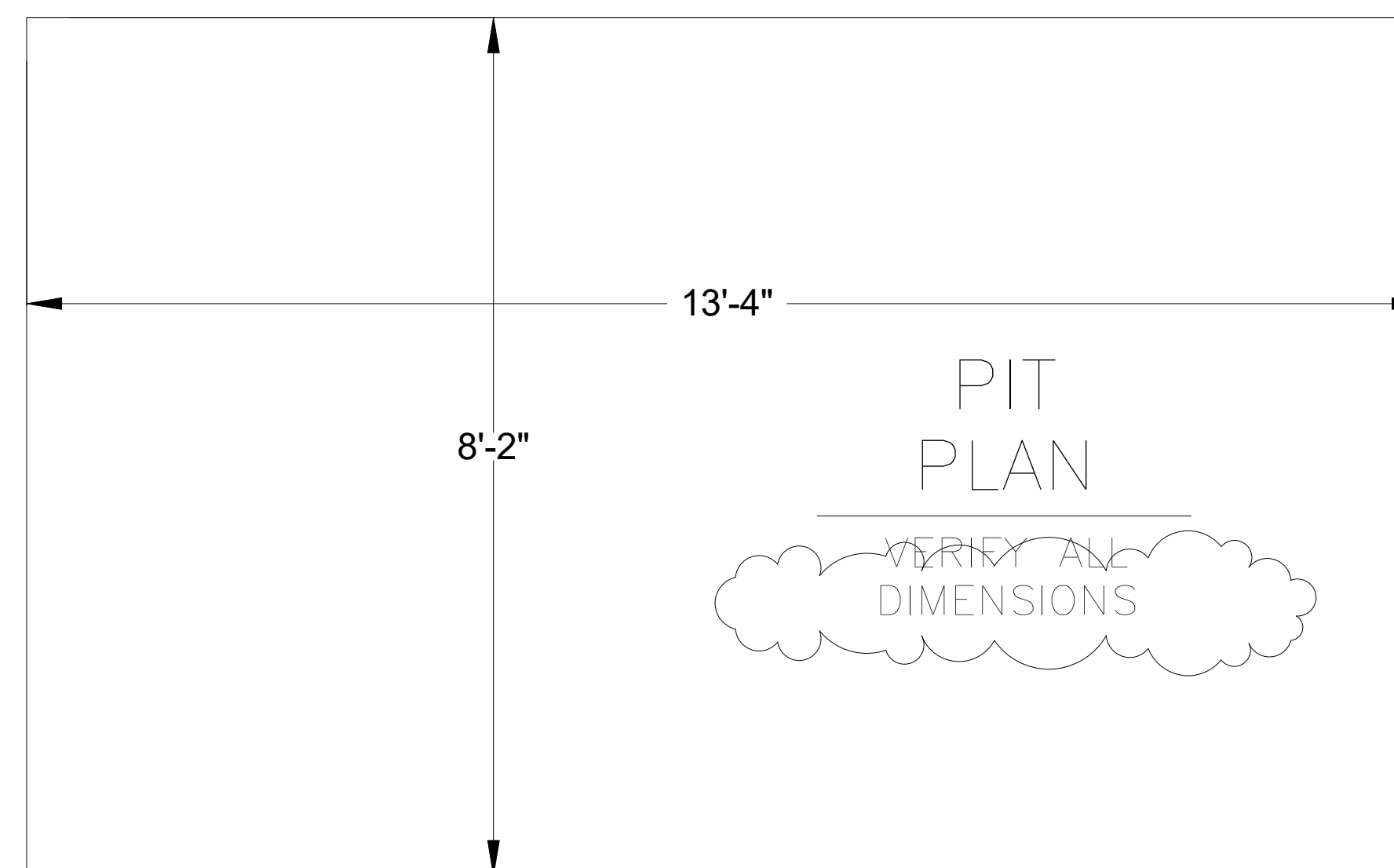
KEYNOTES



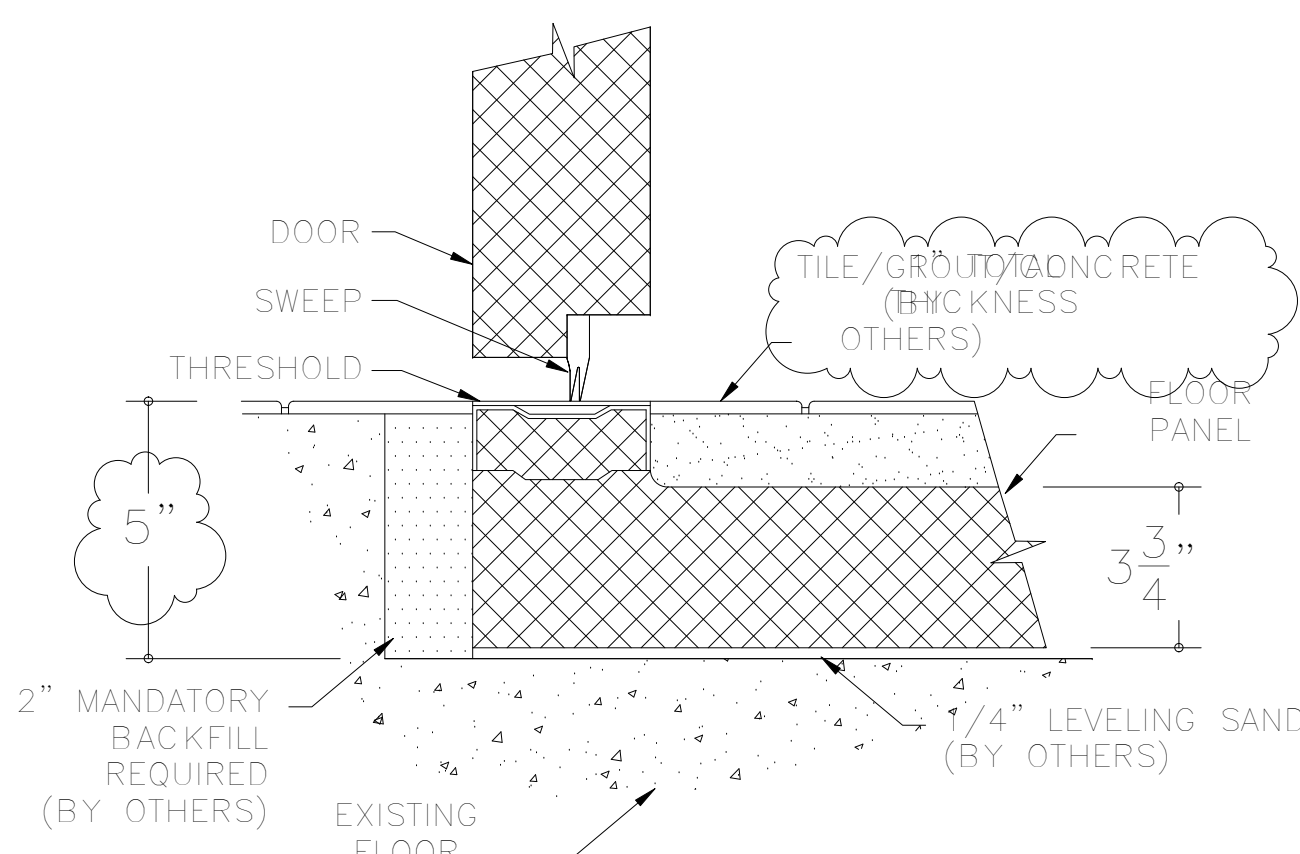
SECTION AT EVAPORATOR



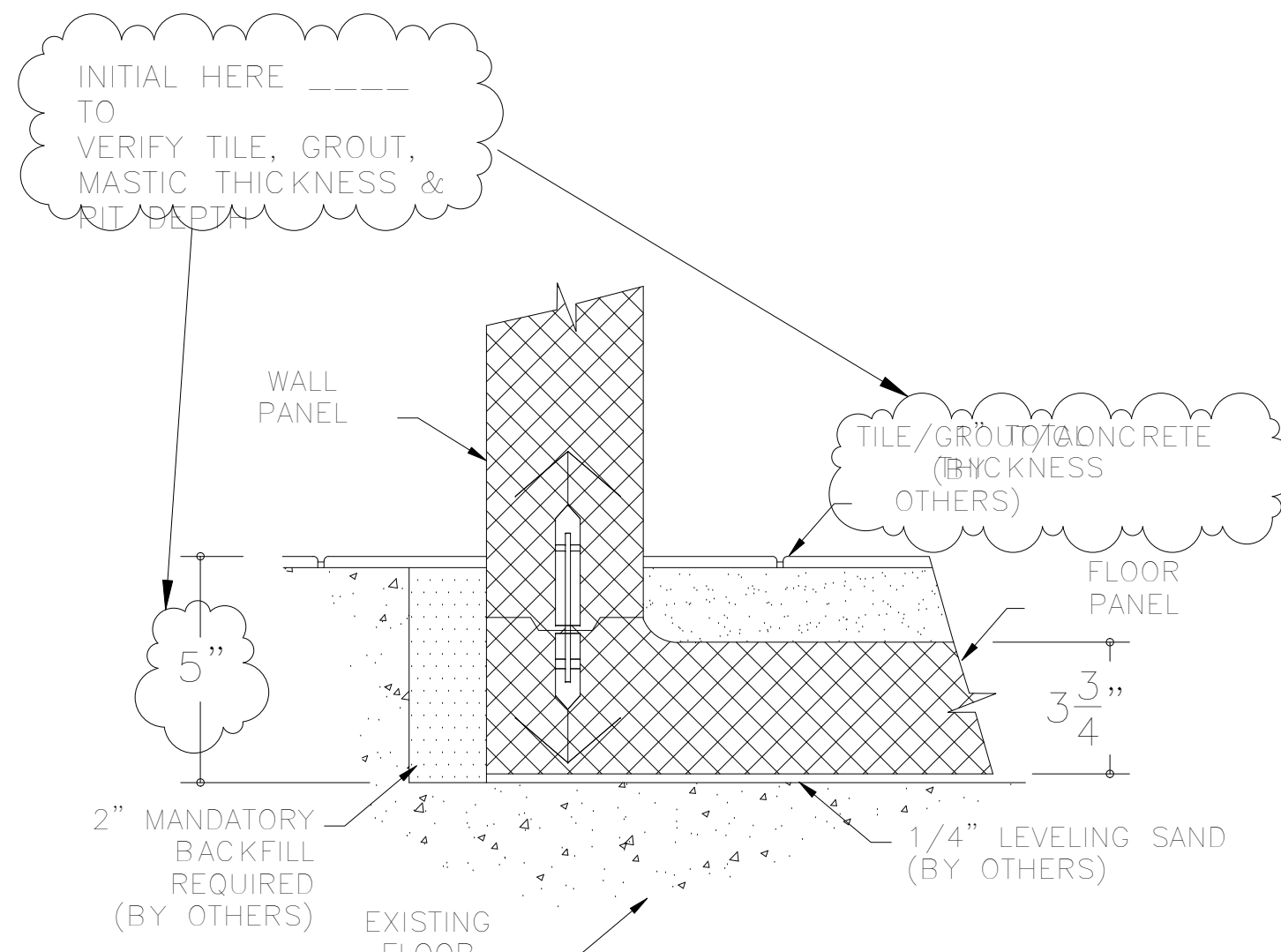
DOOR ELECTRICAL CONNECTION



All dimensions are from pit edge to pit edge.

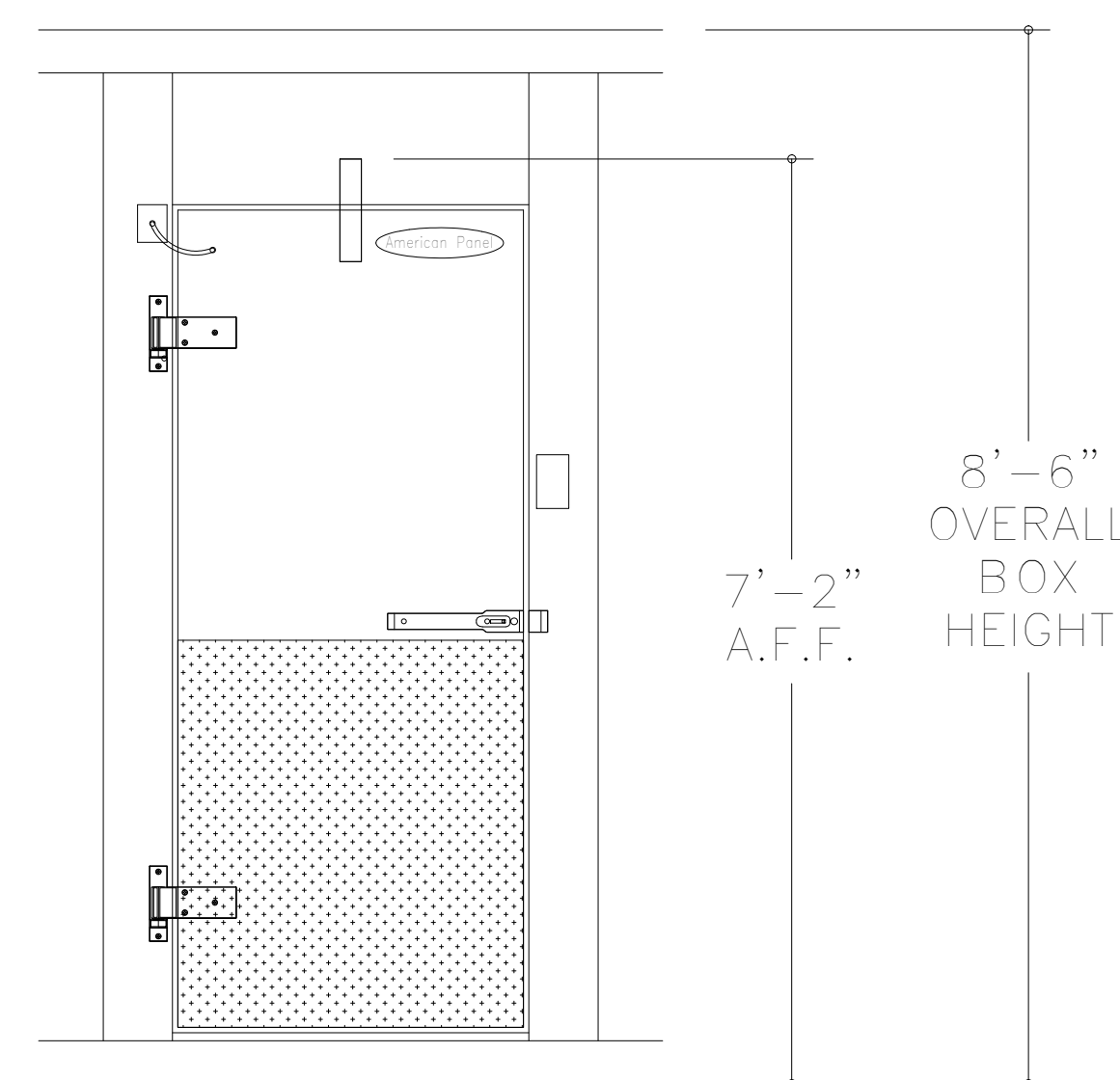


SECTION F - F



SECTION O - O

To prevent metal corrosion, doors must be kept open and air circulating during application and curing of all flooring materials including concrete, grout, epoxy, etc.



COOLER DOOR ELEVATION

<input type="checkbox"/> APPROVED	SIGNATURE _____
<input type="checkbox"/> APPROVED AS NOTED	PRINT NAME _____
<input type="checkbox"/> REVISE & RESUBMIT	DATE _____

- 1) Please verify that door swing and location are correct.
- 2) If this walk-in is to be installed in a depression, or quarry tile is to be applied to the interior, depression depths or tile thickness must be specified to insure proper door height.
- 3) All site preparation, floor or slab construction, plumbing, electrical connections (including control wiring) by others.
- 4) Electrical: 115-60-1 required above latch side of each door, through ceiling, to operate frame heater and light.

- 5) Special note to General Contractor and his Sub-Contractor for quarry or concrete wearing floors: the sheet metal panel facings may be susceptible to staining due to excessive moisture created by hydration type materials. Therefore, it is absolutely necessary that such precautions be taken prior to installation. Also indicate that special precautions must be taken to have on aluminum and stainless steel.
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		5800 COPPER HILL Ocala, Florida	
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PROJECT: TAMPA SKY CENTER - TAMPA		DATE: 04/20/20	
DRAWN BY: MW		P.O.#:	
SCALE: 3/8" = 1'-0"	PROPOSAL#: PD191264	JOB#:	SHEET 2 of 2

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NO.	DATE	DESCRIPTION

SCALE	DATE	PROJECT NO.
	04/17/20	19_040
DRAWN BY	CHECKED BY	
Author	Checker	

PROJECT TITLE

FOODSERVICE DESIGN DOCUMENTS FOR

**SKYCENTER ONE
TAMPA INTERNATIONAL
AIRPORT**

SHEET TITLE

WALK-IN DETAILS

SHEET NO.

FS-8.1.2

EXHIBIT E

SUBLEASED PREMISES CONCEPTUAL LAYOUT

Exhibit F
Operating Standards

A. Definitions

1. **Airport:** Tampa International Airport.
2. **Café:** The food service establishment located on Level 1 of the SkyCenter One Office Building where Sublessee will prepare and sell food and beverage (F & B) products to Patrons.
3. **Contract Manager:** Person or company that the Sublessor may designate to manage the Sublease.
4. **Fast Casual:** A restaurant and/or café that does not offer full table service, but advertises higher quality food than fast food restaurants, with fewer frozen or processed ingredients. It is an intermediate concept between fast food and casual dining, and usually priced accordingly.
5. **Food Safety Certified Manager:** The individual designated by the Sublessee who holds a Food Safety Manager certification and has the knowledge, skills, and abilities necessary to oversee the safe storage, preparation, and service of food in the Café.
6. **On-Site Manager:** The individual designated by Sublessee who will be responsible for the day-to-day management and operation of the Café.
7. **Patron(s):** Sublessor employees, SkyCenter One tenants, and other customers who purchase food and beverages and/or dine at the Café.
8. **Personnel:** The representatives, agents and employees who are hired, properly trained and supervised by Sublessee to service Patrons and meet the obligations and requirements of the Sublease.
9. **SkyCenter One Office Building (SkyCenter One):** A 270,000 SF Class A, multi-tenant office building located on Tampa International Airport with a connection to the Main Terminal through the SkyConnect train.

B. Scope of Work

1. Sublessee will provide all goods and services for the management and operation of the Café in accordance with the terms and conditions of the Sublease and this Exhibit F.

2. Except as otherwise defined in this Exhibit F, all defined terms shall have the same meaning as set forth in the Sublease.

C. Scope of Work Requirements

Sublessee will be responsible for the following:

1. General

- a. Establish, manage, operate, and maintain the Café (as set forth in Exhibit E, Subleased Premises Conceptual Layout) for the purpose of preparing and selling food and nonalcoholic beverages, catering or event services, and such other items as may be authorized by the Sublessor.
- b. Provide all management, supervision, labor, materials, supplies, and equipment, except as otherwise provided by Sublessor, for the management, operation, maintenance and care of the Café and Sublessor-provided equipment.
- c. Plan, schedule, and coordinate all services for the management and operation of the Café.
- d. Plan menus and develop operational standards in consideration of the time constraints and speed of service required for Patrons.
- e. Establish, track and monitor performance measurements to ensure Patron satisfaction.
- f. Obtain all licenses and permits that are required by Federal, State and local authorities for operation of the Café.
- g. Comply with building, health, sanitary, and all other applicable Federal, State, County, and local regulations and laws.
- h. Submit all reports and other requirements as outlined in the Sublease and this Exhibit F.
- i. Pay all fees, fines, costs, taxes or other charges incidental to, or resulting from, management and operation of the Café.
- j. Ensure the Café is continuously open for business during hours of operation as proposed and approved by Sublessor.
- k. Provide service to Patrons commensurate with that of similar Fast Casual food establishments.
- l. Conduct an annual survey of Patrons to determine their needs and expectations. Develop and implement an action plan to respond to the findings.
- m. Meet monthly, or as determined by Sublessor, with the Contract Manager to discuss mutual objectives, including but not limited to, service levels, operations, menus, marketing and awareness initiatives, and Patron satisfaction.
- n. Implement standards of cleanliness by establishing hygiene and cleanliness practices. This includes providing and maintaining stock of cleaning supplies. See Item 3 below.

2. Personnel

- a. Employ an On-Site Manager to be assigned to Café who has a minimum of three years of continuous experience in the management and/or operation of an F&B establishment within the most recent five year period.
- b. Empower an On-Site Manager with the authority integral to the day-to-day operation of the Café, including but not limited to, Personnel supervision and training, menu planning, purchasing, cost control, and sanitation.
- c. Upon termination of employment of the On-Site Manager, any proposed replacement must have equal or greater qualifications and experience as the On-Site Manager being replaced.
- d. Recruit, hire and train Personnel to perform the varied and essential duties inherent to successful operation of the Café, as determined by transaction counts, speed of service, and ability to meet all Sublease requirements.
- e. Ensure that all Personnel do their assigned work.
- f. Provide initial and on-going Personnel training in operational efficiencies, customer service, and food safety.
- g. Provide initial and on-going life safety training to Personnel to include the use of life and fire safety equipment, such as defibrillators and fire extinguishers, that are installed in the Café.
- h. Schedule and monitor Personnel, including relief Personnel, required for Café operations. Ensure continuous service during hours of operation, as proposed by Sublessee and approved by Sublessor, with average wait times of less than five minutes per Patron, including during peak hours (breakfast and lunch).
- i. Train Personnel in food safety and maintain standards and conditions in accordance with the Florida Department of Health as well as the provisions and recommendations contained in the Food and Drug Administration's 2017 Food Code and subsequent revisions (Food Code).
- j. Assign tasks to Personnel to maintain sanitary conditions in the Café.
- k. Establish and monitor Personnel dress standards and ensure all Personnel are dressed in distinctive, job appropriate attire that includes a uniform shirt or blouse and a name badge that identifies each as Personnel of Sublessee.
- l. Ensure Personnel wear a hair net, cap or other Sublessor-approved hair restraint at all times while on duty. All hair restraints must be determined by the Florida Department of Health and the Sublessor to be effective in restraining hair and sanitary.
- m. Receive satisfactory or better overall ratings for Patron service standards on Patron surveys (as further detailed below in Item 4) and create a welcoming environment when interacting with Patrons of the Café.
- n. Ensure Personnel are trained and comply with Sublessor conduct and SkyCenter One regulations that are in effect for the control of persons in SkyCenter One, or that may be issued for that purpose by Sublessor, including, but not limited to, access, safety, and capacity regulations.

3. Food and Beverage Safety and Sanitation

- a. Store, prepare, hold, and serve food and beverages under clean and sanitary conditions in accordance with the Florida Department of Health and the provisions and recommendations contained in the Food Code, to ensure that all foods and beverages served in the Café are free from spoilage and safe for human consumption.
- b. Ensure all Personnel adhere to the Food and Drug Administration's [Employee Health and Personal Hygiene Handbook](#) which identifies behaviors that prevent food and beverage employees from spreading foodborne pathogens to food.
- c. Ensure Personnel follow all food handling requirements and meet all required certifications in accordance with applicable Federal, State, County and local regulations and laws.
- d. Ensure that Personnel are free from communicable diseases as defined by the Food Code and the Centers for Disease Control.
- e. Ensure that a Food Safety Certified Manager and/or shift leader is present at all times during the hours of operation.

4. Patron Service Standards

- a. Anticipate the needs of Patrons and consider meal break time constraints when planning menus, staffing levels, and operational standards.
- b. Develop strategies to meet and exceed the service needs of Patrons, as identified by the annual Patron survey.
- c. Genuinely welcome and appreciate each Patron. Strive to delight Patrons with uncompromising levels of courtesy, cleanliness, and positive performance.
- d. Provide Patron comment cards in a visible location and record Sublessee's response to each Patron comment card submitted. Make Patron comment card records available to Sublessor upon request by Sublessor.

5. Sublessor-Provided Equipment and Facilities

The Sublessor will construct the Café as a turnkey space, with installed food service equipment and systems. The Sublessee shall be responsible for the maintenance, cleaning and repairs of all equipment and systems, as outlined below:

- a. Provide all maintenance, cleaning, and repairs of Café and Sublessor-provided equipment according to Sublessor-approved standards, the manufacturer's recommendations, and the equipment operations manual. Keep records of all maintenance and repairs and make the records available to the Sublessor upon request.
- b. Replace any Sublessor-provided equipment that is inoperable and cannot be repaired. Sublessee must obtain pre-approval by Sublessor for any replacements of Sublessor-provided equipment. Any such replacement equipment will remain

in the possession of the Sublessor upon termination of the Sublease. Replacements of Sublessor-provided equipment will be new equipment unless approved in writing by the Sublessor.

- c. Prior to commencing operations sign for the receipt of the Café, including Sublessor-provided equipment, as may be shown or listed in Exhibit D, E and H.
- d. Maintain a record of all Sublessor-provided equipment used in the Café operation, indicating all additions, replacements, and removals, along with a reason for the equipment change. Present this equipment list to the Sublessor upon request and upon termination of this Sublease.
- e. Schedule and contract for hood system cleaning service. Hood system cleaning schedule and the hood system cleaning company must be approved by the Sublessor. Hood system includes the pollution control unit (PCU), fans, filters, controls and fire suppression.
- f. Schedule and contract for the reasonable maintenance and cleaning of the grease interceptors.
- g. Engage and maintain a contract for bulk oil fill and waste services. Sublessor provides fill and pump boxes at the loading dock, waste and fill oil containers located in the back of house area, and conduit from the tanks to the gas manifold at the cook line.
- h. Maintain the master water filter system provided by the Sublessor, including regularly scheduled cartridge replacement and interval cleaning. A filtered water line has been installed to the beverage counter for plug and play use with all Sublessee-provided beverage equipment.

6. Sublessee-Provided Equipment

- a. In accordance with the approved Café layout and design, provide, or cause to be provided, all other equipment required for operation of the Café not provided by the Sublessor to include, but not be limited to, the following items:
 - i. At least two cash registers.
 - ii. Point of sale (POS) system, which is payment card industry (PCI) compliant, to include the acceptance of Visa, MasterCard, Discover, and American Express credit and debit cards, as well as any other ordering, tracking, scheduling, or inventory control system which Sublessee requires in order to meet the requirements of this Sublease.
 - iii. POS receipt printing equipment. Copies of receipts must be made available to Patrons.
 - iv. Minimum of two (2) self-pay kiosks for after-hours grab and go service
 - v. Cash safe, bolt down, manager's desk, central computer workstation and related secure office storage.
 - vi. Router and firewall to connect to the local telecommunications and data network. (Sublessor will have shared tenant services available for a fee.) Sublessee will provide capability for long distance calls should Sublessee determine such calls are necessary.

- vii. Reusable dishes, baskets, glasses, flatware, and/or trays, if Sublessee chooses to use these for dine-in Patrons.
 - viii. Serving utensils. Sublessee may choose reusable or disposable utensils.
 - ix. All other food preparation utensils or smallwares needed to operate the Café, such as scales and measuring utensils, whisks, spatulas, spoons, knives, sharpeners, cutting boards, bowls, pots and pans, bain maries, sheet trays, speed racks, blenders, mixers, can openers, food labelers, and food storage containers.
 - x. Cleaning equipment and related supplies.
 - xi. Soda system components as typically supplied by vendor, including water filter, carbonator, syrups, syrup pumps, CO2 cylinders and beverage lines from pumps to dispenser. The Soda fountain dispenser and associated ice maker are equipment provided by the Sublessor. A 6" conduit will be installed by the GC below the slab terminating at the beverage counter for the beverage lines to be installed by operator's vendor. Additional menu displays and signage, if needed. NOTE: All menu displays and signage must be pre-approved by the Sublessor.
 - xii. Online website, application or equivalent system/program for remote ordering.
 - xiii. Assorted product displays, racks and furnishings.
 - xiv. Beverage service equipment, both at the front service counter and beverage counter including, but not limited to, the following: Espresso machine, Coffee and/or Tea brewers and related dispensers, Juice dispensers and servers, dairy dispensers, condiment caddies and utensil and napkin dispensers.
 - xv. Chemical dispensers related to operation and sanitization of dish machines and other connected equipment.
 - xvi. Glass racks, dollies, trash carts, warming cabinets and other portable equipment and/or appliances.
 - xvii. Any other equipment not listed in Exhibit E, as initially provided by Sublessor, that Sublessee deems necessary to manage and operate the Café in accordance with the standards and requirements set forth in the Sublease.
- b. Provide equipment of good quality, to be used for the purpose of its intended use, and consistent with the quality of the Sublessor-provided equipment. NOTE: All Sublessee-provided equipment will be subject to approval by the Sublessor.
 - c. Upon termination of the Sublease, all Sublessee-provided equipment will remain the property of the Sublessee.
 - d. Adjust, repair, continuously maintain, and/or replace all Sublessee-provided equipment, utensils and smallwares.

7. Hours of Operation

- a. Operate the Café a minimum of 5 days per week M-F, a minimum of 7 hours per weekday capturing breakfast and lunch hours. Operating hours beyond the set minimum are at Sublessee's discretion. Grab and go and beverage counter selections shall be available 24/7 upon secure entry.
- b. Submit any request to modify the Sublessor approved hours of operation to the Sublessor.
- c. Sublessee may provide supplemental service as they see fit. Examples include take home family dinners and tenant catering services when requested.

8. Food Quality & Merchandising

- a. Ensure the quality and appearance of food is consistent with that of comparable food establishments.
- b. Ensure all food branding designations and labels are accurately represented. Ensure food is safe, unadulterated and honestly presented when offered to Patrons.
- c. Ensure uncooked items on display for sale, such as fresh fruits and salad vegetables, are clean, free from blemishes, and ready to consume by Patrons.
- d. Give priority placement to display of healthy menu offerings, as determined by Sublessor, in the serving line, at the cash register, and in other display areas, including but not limited to, refrigeration display units and vending machines.
- e. Cooperate with Sublessor to attractively merchandise and promote menu options.
- f. Cooperate with Sublessor to promote health and wellness in the Café.
- g. Update easy to read menu displays as necessary to showcase current menu options and pricing. Menu displays must list all available offerings during each appropriate meal period. Pricing of all available menu items must be displayed on or near the appropriate item and on menu displays during hours of operation.
- h. Provide labeling for all grab and go premade options that clearly indicate the make/pack date, time and a fresh by date.

9. Menus, Menu Cycles and Pricing

- a. Ensure menu selections provide a variety of foods and are approved by Sublessor.
- b. Submit any request to modify menu offerings and/or pricing to the Sublessor.
- c. Include a daily special meal each day during lunch that includes a protein, a vegetable, and a starch item. Examples of daily specials include, but are not limited to, kebabs with jasmine rice and roasted vegetables, 'Taco Tuesday' with chips and salsa, andouille sausage with black beans and rice, prime rib with mashed potatoes and green beans. Inclusion of vegetarian specials are acceptable.
- d. Provide a proposed monthly menu calendar by the 20th of each month for the upcoming month to Sublessor which lists the daily specials and soup of the day for each day, subject to any reasonable changes resulting from circumstances outside Sublessee's reasonable control. The Sublessor will post this monthly menu calendar on the Sublessor Intranet.

- e. Make soft drinks and coffee available for sale at all times when the Café is open. Juice and Infused water at beverage counter shall also be available. Sublessee may offer an assortment of bottled grab and go beverages as well.
- f. Provide specialty beverage menu, including specialty coffees (espresso, cappuccino, iced coffee, flavored syrups, etc.), made to order smoothies (kale, spinach, fresh fruit, protein, and vitamin boosters) and infused water.
- g. Cooperate with Sublessor to make additions, modifications, and adjustments to menu offerings from time to time.

10. Access

Provide 24 hour/365 day access to Patrons to the seating areas, self-pay kiosks, grab and go and beverage counter in the Café.

11. Security

- a. Comply with the Sublessor security plan and be responsible for security of the Café.
- b. Ensure that lighting is adjusted and all equipment in the Café, with the exception of refrigeration equipment, grab and go and ice making equipment, has been shut down at the close of each business day.
- c. Ensure that select lights are left on in the Café to accommodate Patrons who wish to use the vending services and tables outside of the Hours of Operation.
- d. Ensure that the kitchen and food prep-serving areas of the Café are secured at the close of each business day in a manner to discourage unauthorized access.
- e. Access control at each door shall be provided and managed by the Sublessor security keycard system. Doors will lock during designated building off-hours via electronic lock connected to keycard reader.
- f. Sublessee is required to provide security cameras at each access door point, the self-pay kiosks, and is responsible for the internal monitoring and management of these cameras.

12. Packaging

- a. Provide sturdy carryout packaging for all food and beverage items offered. NOTE: the Sublessor has a Sustainable Management Plan (<https://www.tampaairport.com/sites/default/master/files/Sustainable%20Management%20Plan-final.pdf>) that expects Sublessee to minimize waste as a benefit to their individual business, the Airport as a whole, and the Tampa Bay community. Carryout food packaging, beverage containers and utensils shall be made of materials that are easily identified as recyclable or compostable.
- b. Provide accompaniment items for carryout meals to include napkins, flatware, condiments, and any other items necessary to consume the offered food and beverage items.

- c. At Sublessee's discretion, provide reusable dishes, baskets, or other packaging for food and beverage items that will be consumed in the Café. If reusable dishes are used, Sublessee must provide a cart for Patrons to deposit dishes after completing their meal.
- d. Apply sustainable practices to the selection of packaging, dishware, flatware, straws and the like.

13. Trash and Used Cooking Oil Removal

- a. Oil waste and fill boxes are provided in the loading dock area through the common exterior wall. Sublessee is responsible for oil management contract with a vendor, and the maintenance of this system.
- b. Arrange for the sanitary handling and transfer of all trash and waste from the Café to the trash or waste compactor or dumpster designated for the type of trash or waste, in compliance with the provisions of Federal, State, and local sanitation codes.
- c. Provide for the removal and disposal of used cooking oil (UCO) and other liquid waste from Café operations. NOTE: UCO and other liquid waste can be stored and transported only in Sublessor-approved containers and carts which must be sanitary and leak proof. At the sole discretion of Sublessor, UCO removal services may be provided by the Sublessee through an authorized third-party.
- d. Provide initial and on-going training to Personnel in proper handling and removal of UCO and other liquid waste.
- e. Be responsible for controlling all UCO spills to minimize property damage, personal injury, and damage to the environment.
- f. Be responsible for clean-up of spills of UCO caused by Personnel. In case of a UCO spill, clean-up must take place immediately
- g. Maintain UCO spill response equipment and materials in accessible locations near areas where UCO spills are likely to occur.

14. Cardboard Removal

Flatten or break down all cardboard packaging and place inside the Sublessor-designated cardboard receptacles.

15. Sustainability

The Sublessor has adopted a Sustainable Management Plan which expects Sublessee to fully participate in all Airport-wide sustainability initiatives including any new or modified requirements which are implemented during the Sublease Term. Initiatives may include, but are **not** limited to, energy and water use reduction measures, recycling programs, food donation programs, zero-waste and/or composting

programs. The Sublessor, at its sole discretion, may modify sustainability initiatives at any time during the Sublease Term.

16. Busing of Tables

- a. Provide busing service throughout the day, including clearing and cleaning tables as Patrons leave, to ensure tables are cleaned and cleared for the next Patrons.
- b. Provide trash receptacles and recycling containers that are easily accessible for Patrons to dispose of their trash and recyclable items. Trash receptacles and recycling containers with a multiple capacity unit that separates trash from recyclables and are clearly labeled may be used. All receptacles and recycling containers must be approved by Sublessor.
- c. Remove trash from receptacles as needed throughout the day to ensure they do not overflow.
- d. Sweep floors between Patron visits, as necessary.

17. Cleaning and Janitorial Services

- a. Maintain the Café in a clean, orderly, and sanitary condition at all times.
- b. Responsible for all janitorial services within the Café space.
- c. Mop spills at the time they occur in the food preparation and Patron seating areas.
- d. Thoroughly clean and sanitize tables, table bases and chairs in the Patron seating areas four times per day: immediately prior to opening each day, at the end of the breakfast and lunch periods, and at the close of business each day.
- e. Submit to the Sublessor the brand name or manufacturer, along with any applicable Safety Data Sheets, of any cleaning products or materials proposed for use in connection with the Café operation prior to use of the cleaning product or material. The Sublessor, at its sole discretion, may reject any cleaning products or materials it considers unsuitable for the purpose or harmful to Café and Sublessor-provided equipment surfaces.
- f. Obtain Sublessor approval of all equipment used in the performance of the cleaning and janitorial services.
- g. Maintain floors, including drains, in the Café. Sublessee may subcontract with a commercial cleaning contractor, subject to approval by the Sublessor, to accomplish this work.
- h. Implement the on-going janitorial and cleaning schedule as provided by Sublessee and agreed to by the Sublessor as shown in Exhibit G, Cleaning and Maintenance Plan, to ensure the Café and Sublessor-provided equipment meets all cleanliness and sanitation requirements of the Sublessor by law and as is common for the food service industry. NOTE: Failure by Sublessee to maintain the cleanliness and sanitation of the Café and Sublessor-provided equipment, as determined by the Sublessor, may result in the Sublessor arranging to have the Café and Sublessor-provided equipment cleaned by other means and billing Sublessee the cost of such cleaning, plus a 15% administrative fee.

- i. Provide for the sanitary washing and handling of all equipment, smallwares, and reusable dishes. Sublessee's manual wash, rinse, and sanitize system must be implemented according to all applicable health, sanitary, Federal, State, County, and local regulations and laws.

18. Grab and Go

- a. Stock, service and maintain provided grab and go refrigerated cases.
- b. Grab and go cases shall be accessible 24 per day and be stocked with select bottled beverages and pre-made offerings, including sandwiches, salads, reheat meals (main course with side) and other reheat options such as soup and oatmeal.
- c. Maintain the Sublessor-provided microwave and make available for Patron use 24 hours per day.
- d. Be responsible for developing and implementing a Grab and Go cleaning schedule that maintains the equipment and ensures a clean and safe environment for self-service.
- e. Provide freshly prepared items to stock the grab and go, either made in house or through a third party vendor. All labeling must clearly display the package date and a date of expiry. Items must be restocked at least twice per week.
- g. Ensure that food and beverage selections in all grab and go equipment is quality, nationally/regionally recognized name brands (Note: items containing alcohol or tobacco are not permitted).
- h. Ensure that all selections are not past the manufacturer's expiration date.

19. Catering or Event Services

- a. Upon request and during hours that will not impact normal operations, book portions of the Café for catering or events.
- b. Provide catering services to Patrons throughout the office complex other than the Café, including individual tenant spaces and the proposed adjacent conference center.
- c. Ensure that catering services or events do not interfere, delay or obstruct daily Café operations and continuous service to Patrons during hours of operation.

20. Hazardous Conditions

Immediately upon discovery be responsible for the correction of any conditions in the Café or associated with Café operations that pose a danger or hazard to persons or property.

21. Life Safety & Evacuation Plans

- a. Comply with the SkyCenter One fire safety plan, including but not limited to, evacuation routes and capacity limitations.

- b. Immediately notify the Fire Department in the event of fire.
- c. Ensure all exit doors are unobstructed at all times.
- d. Ensure sprinklers, smoke detectors, alarm systems, and fire extinguishers are kept in proper working order. Report any sprinkler, smoke detector, alarm system, or fire extinguisher maintenance concerns to the Sublessor immediately.
- e. Develop and maintain an updated evacuation plan that is clearly posted and easily accessible to all Personnel. The evacuation plan must include directions to an exit, as well as to a gathering place outside the SkyCenter One Office Building.
- f. Conduct a practice evacuation drill with Personnel at least one time every 12 months.
- g. In preparation for the occurrence of an evacuation, On-Site Manager must designate Personnel on each shift to be responsible for turning off or unplugging all electrical and gas appliances such as grills, flat tops, fryers, stoves, and ovens prior to vacating the Café.
- h. Immediately report to the Sublessor all personal injury occurring within the Café and all damage to Café and Sublessor-provided equipment, whatever the cause.

22. Records and Reporting Requirements

- a. Immediately record all Café income received from any source through cash register sales tickets.
- b. Provide transaction and sales data (non-certified) for the Café to the Sublessor by the 10th of each month for the previous month. This data reporting frequency may be increased to daily at the request of Sublessor.

23. Sublessor Rights and Responsibilities

In addition to other Sublessor rights and responsibilities set forth elsewhere in the Sublease, Sublessor will have the following rights and responsibilities under the Sublease:

- a. Rights:
 - 1) Upon prior notice to Sublessor, review and inspect the Café and Sublessee's performance of the requirements including, but not limited to: staffing schedules, training procedures, customer service standards, operating procedures, sales reports, menu selections and availability, maintenance schedules, food safety and sanitation, cleanliness, health inspection reports, fire safety reports, smallwares, and equipment.
 - 2) Perform, or cause to be performed, work, maintenance, or other requirements which Sublessee has failed to perform after 30 days prior written notice from Sublessor, and bill Sublessee for such sums, plus a 15% administrative charge.
 - 3) Request adjustments to the staffing plan as necessary to meet the needs of Patrons.

- 4) Sublessor will work with Sublessee to adjust the requirements of this Exhibit F as the needs of Patrons change, without the need for amendment to the Sublease.
 - 5) Require the immediate removal of any Personnel for offensive or unsatisfactory performance as directed by the Sublessor.
- b. Responsibilities
- 1) Provide free Wi-Fi service for Patrons in the seating area of the Café. Sublessee will have no remedy against Sublessor in case of interruption of Wi-Fi service provided by Sublessor.
 - 2) Provide the equipment listed as Sublessor-provided equipment in Exhibit H, Equipment Cut Sheets; however specific pieces and brands may change as the design of the Subleased Premises progresses.
 - 3) Provide trash and waste disposal from designated compactors and dumpsters.
 - 4) Provide pest control services in and around the Café. Sublessee will reimburse Sublessor for their proportionate share.
 - 5) Maintain fire alarms, sprinklers, and fire extinguishers in the Café. Maintain sprinklers and smoke detectors as required by law, including all required upkeep, repairs, and testing. Sublessor is not responsible for maintaining the fire suppression related to the hood system.
 - 6) Provide dining furnishings, including tables, chairs and booths for the dining space.
 - 7) Provide door access control at all entry points into Café space, including base building door into kitchen area.

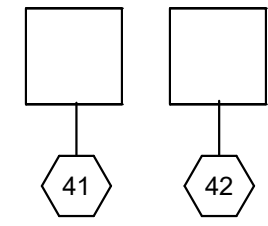
Exhibit G
Cleaning and Maintenance Plan

The Operating Standards dictate that Café cleaning, maintenance and general upkeep is scheduled and tracked through Company's respective logs. Schedules exist for daily cleaning tasks assigned to each Company employee as well as monthly, quarterly and semi-annual deep cleans and maintenance conducted through approved vendors. Each cleaning task must be approved by the General Manager. The franchisor and ownership also conduct spot checks of each location.

Exhibit H
Equipment Cut Sheets

REMOTE COMPRESSORS AND EXHAUST/SUPPLY FANS

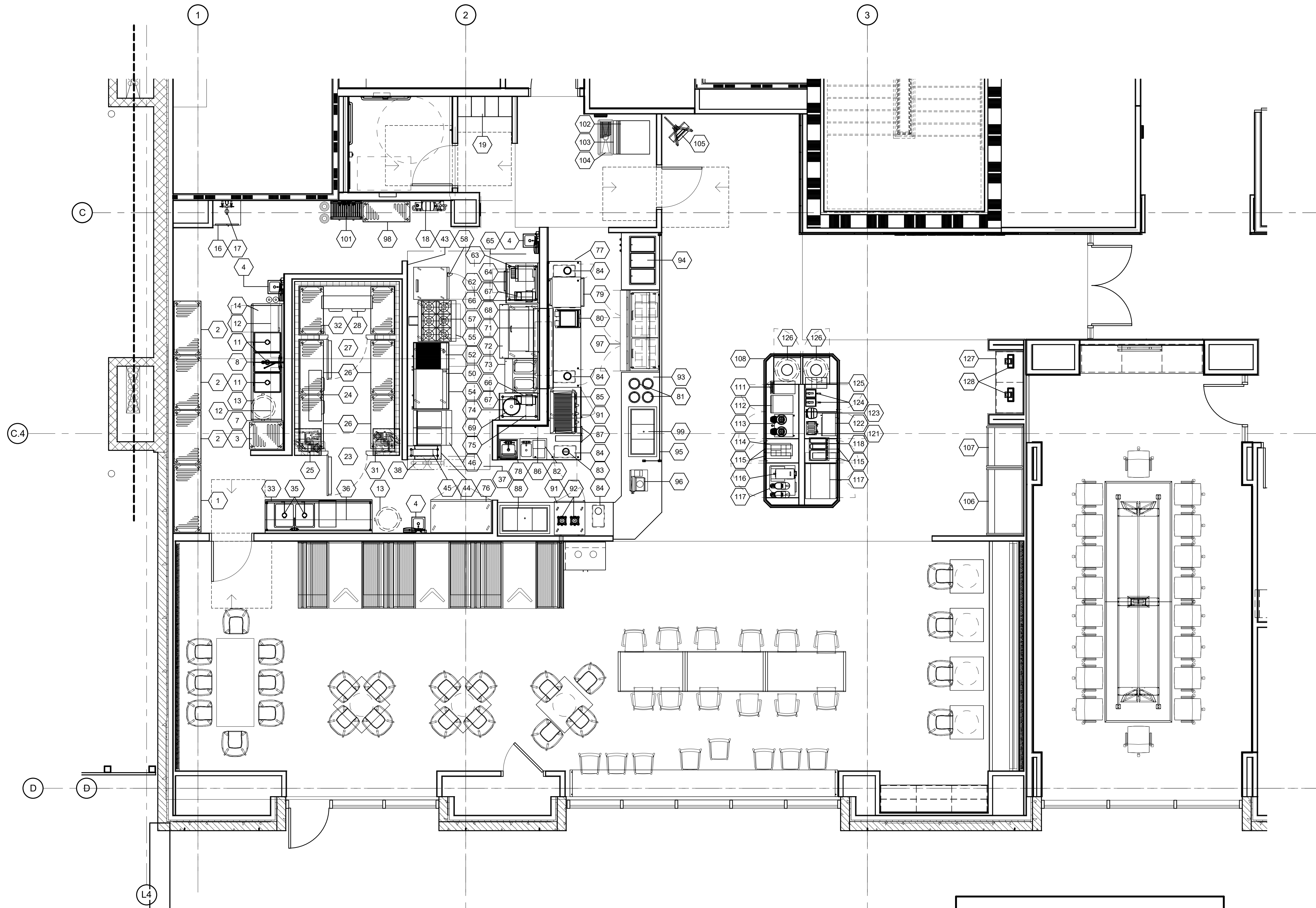
THESE NOTES APPLY TO MULTI-SYSTEM COMPRESSOR RACKS AS WELL AS INDIVIDUAL COMPRESSORS AND CONDENSERS.



1. EXACT/BEST LOCATION OF COMPRESSORS AND FANS ARE TO BE DETERMINED BY ARCHITECT/MECHANICAL ENGINEER. FREE & EASY ACCESS INTO AREA INSTALLATION AND MAINTENANCE MUST BE PROVIDED BY OTHERS. MINIMUM CLEARANCE REQUIREMENTS MUST BE MAINTAINED.
2. SUFFICIENT AIR CHANGES MUST BE PROVIDED AT COMPRESSOR LOCATIONS TO ALLOW ADEQUATE AIR CIRCULATION FOR WATER COOLED OR AIR COOLED UNITS.
3. STRUCTURAL SUPPORT FOR COMPRESSORS AND OR FANS, ON ROOF OR INSIDE STRUCTURE, TO BE DESIGNED & PROVIDED BY OTHERS.
4. SEE MANUFACTURER'S SHOP DRAWINGS FOR DETAILED REQUIREMENTS FOR CLEARANCE. MECHANICAL, PLUMBING & ELECTRICAL REQUIREMENTS FOR WATER COOLED COMPRESSORS. STRICT ADHERENCE TO MANUFACTURER'S REQUIREMENTS FOR MIN./MAX. WATER TEMP AND PRESSURE MUST BE MAINTAINED.
5. ASHRAE CALCULATIONS AND ANY RESULTING REQUIREMENTS FOR COMPRESSOR AREA, PIPING CHASES AND REFRIGERANT DETECTION SYSTEMS SHALL BE THE RESPONSIBILITY OF OTHERS.
6. ALL REFRIGERANT PIPING CHASES AND BUILDING PENETRATIONS SHALL BE THE RESPONSIBILITY OF THE BUILDING TRADES AND TO COMPLY WITH ALL LOCAL CODES. EXACT LINE RUNS OF REFRIGERATION PIPING SHALL BE DETERMINED IN COORDINATION WITH THE REFRIGERATION INSTALLER.

GENERAL NOTES

1. THIS DRAWING SHALL BE USED AS AN INSTRUMENT OF SERVICE AND REFERENCE FOR ALL OTHER TRADES AND CONTRACTORS. ALL TRADES SHALL VERIFY THE INFORMATION AS SHOWN ON THESE PLANS. FOR SPECIFIC CONNECTION INFORMATION, REFER TO THE ARCHITECT AND/OR CONTRACTOR'S DRAWINGS.
2. DIMENSIONS AND REQUIREMENTS FOR ALL EXISTING EQUIPMENT AND EQUIPMENT PROVIDED BY OTHERS MUST BE VERIFIED.
3. ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES SHALL APPLY.
4. ALL DIMENSIONS AND SYMBOLS ON THESE PLANS ARE BASED ON FINISHED WALL AND FLOOR DIMENSIONS. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND ACTUAL OR INTENDED CONDITIONS IN THE FIELD SHOULD BE REPORTED TO INNOVATIVE FOODSERVICE DESIGN TEAM IMMEDIATELY.
5. ARCHITECT TO LOCATE, GENERAL CONTRACTOR TO PROVIDE ALL ROOF BUILDING PENETRATIONS, STANDS (UNLESS SPECIFIED TO BE PROVIDED BY REC) AND CURBS FOR EXHAUST/SUPPLY AIR SYSTEMS AND REMOTE COMPRESSORS.
6. ARCHITECT TO LOCATE ALL REMOTE COMPRESSORS AND CONDENSERS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
7. UNLESS OTHERWISE NOTED ALL DIMENSIONS SHOWN ON THIS PLAN ARE FROM THE FINISHED FLOOR, CEILING, OR WALLS TO THE CENTERLINE OF THE ROUGH-IN.
8. ARCHITECT TO LOCATE, GENERAL CONTRACTOR TO PROVIDE BUILDING ACCESS PANELS AS REQUIRED FOR KITCHEN EQUIPMENT.
9. GENERAL CONTRACTOR TO PROVIDE ALL NECESSARY FIRE PROOFING FOR ALL BUILDING PENETRATIONS PER LOCAL CODES.



NOTE: REFER TO SHEET FS1.2 FOR EQUIPMENT SCHEDULE

1 FOODSERVICE EQUIPMENT PLAN
SCALE: 1/4" = 1'-0"

THIS DRAWING AND THE RELATED INFORMATION CONTAINED HEREIN IS THE PROPERTY OF INNOVATIVE FOODSERVICE DESIGN TEAM AND SHALL NOT BE USED ON ANY WORK, IN WHOLE OR IN PART, EXCEPT BY WRITTEN AGREEMENT WITH INNOVATIVE FOODSERVICE DESIGN TEAM. UNAUTHORIZED REPRODUCTION OR USE OF THIS DRAWING OR ANY PORTION OF THIS DRAWING IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED UNDER INTERNATIONAL COPYRIGHT LAWS SHALL APPLY.

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND REFERENCE FOR OTHER TRADES. ALL FIELD DIMENSIONS AND SITE CONDITIONS MUST BE VERIFIED. ALL DIMENSIONS ARE FROM FINISHED FLOORS AND WALLS UNLESS OTHERWISE NOTED. ALL UTILITY REQUIREMENTS MUST BE VERIFIED WITH ACTUAL EQUIPMENT PROVIDED. REFER TO ARCHITECTURAL AND/OR ENGINEERING DRAWINGS FOR FINAL SIZES AND LOCATIONS OF FLOOR DRAINS, FLOOR SINKS, MECHANICAL EQUIPMENT, GREASE TRAPS, AND OTHER SIMILAR ITEMS OF INFORMATION.

ALL PLUMBING AND ELECTRICAL CONNECTIONS SHALL BE BY OTHERS AND ARE EXCLUDED FROM THE FOODSERVICE EQUIPMENT CONTRACTOR'S SCOPE OF WORK. MECHANICAL EQUIPMENT AND DUCTWORK SHALL BE BY OTHERS UNLESS OTHERWISE NOTED ON DRAWINGS OR IN THE WRITTEN SPECIFICATIONS.

VERIFY THE SCALE OF THIS DRAWING TO ENSURE ACCURACY AS PLOTTING OR REPRODUCTION AT A DIFFERING SCALE THAN THE SCALE(S) SHOWN MAY LEAD TO DIMENSIONAL INACCURACY.

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Key Plan

PROJECT NORTH

It is the responsibility of the Construction Manager/General Contractor and all Sub-Contractors to verify all dimensions and accept conditions of prior work by related trades before proceeding with any work.

Date: 10.22.2020
Drawn By: VJF
Scale: 1/4" = 1'-0"

#	Description	Date

Project Title: SKYCENTER ONE -TI

TAMPA INTERNATIONAL AIRPORT

Project Address: 5542 AIRPORT SERVICE ROAD
TAMPA, FLORIDA 33607

Project Number: 393820

Drawing Title and Number

FOODSERVICE EQUIPMENT PLAN FS1.1

**EXHIBIT I
MONTHLY STATEMENT OF GROSS RECEIPTS**

Company Name: Coastal Ventures Holdings LLC dba Nature's Table
 Address: 6409 Grenada Island Ave., Suite 100
 Apollo Beach, FL 33572
 Contact Name: Keith Licursi
 Contract Number:
 Reporting Period (Month/Year:
 Date Submitted

Monthly Transaction Count - Counter Sales:			
Monthly Transaction Count - Grab and Go Sales:			
Monthly Gross Receipts - Counter Sales:			
Monthly Gross Receipts - Grab and Go Sales:			
Monthly Gross Receipts - Catering Sales:			
Total Monthly Gross Receipts:	\$		-

The foregoing is certified to be true and corret to the best of my knowledge and belief.

By: _____
 Signature

Printed Name

Title