



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

March 29, 2021

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

Mr. Peter Froehlich
Managing Director, Corporate Real Estate
United Airlines, Inc.
233 South Wacker Drive, 11th Floor
Chicago, IL 60606

Adam R. Kokas
Executive Vice President / General Counsel
Atlas Air, Inc.
2000 Westchester Ave
Purchase, NY 10577

RE: Letter of Agreement (LOA) to the Cargo Building Space Rental Agreement -
Suite 1500 (Premises)
Tampa International Airport (Airport)

Dear Mr. Trivedi and Mr. Kokas:

The following constitutes an LOA between United Airlines, Inc. (United) and Atlas Air, Inc. (Atlas) regarding the Cargo Building Space Rental Agreement between United and the Hillsborough County Aviation Authority (Authority), dated October 7, 2010 (Agreement). The purpose of this LOA is to clarify the responsibility for repayment to Authority of Company's Improvements Rent (CIR) for the Premises, as those terms are defined in the Agreement, before, during, and after the proposed future tenancy of the Premises by Atlas.


Whereas, the Agreement, in part, requires United to repay Authority for the cost of CIR for the Premises constructed by Authority at United's request until such time as the balance of CIR is paid in full or Authority executes a Space Rental Agreement for the Premises with a replacement tenant (See Sections 5.02(B)(1) and (2) of the Agreement); and

Whereas, Atlas desires to lease the Premises for a period of six (6) years from October 1, 2021 through September 30, 2027 (Term); and

Whereas, Atlas agrees to pay to Authority the Cargo Building Rent, O&M Rent, and Customized Improvements Rent (CIR), as those terms are defined in the Agreement, during the Term of this LOA.

Now, therefore, the Parties agree as follows:

1. If Atlas leases the Premises from Authority, Atlas thereby assumes the obligation for payment of the Cargo Building Rent, O&M Rent, and CIR during the Term of this LOA, unless terminated earlier as provided for in this LOA. Upon completion of the Term or earlier termination of this LOA, United will retain the obligation to repay the outstanding balance of CIR to Authority. United's obligation will continue thereafter until the CIR is paid in full or until Authority executes a subsequent space rental agreement with a replacement tenant for the payment of all Rents, including payment of the outstanding balance of CIR; and

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2. United grants permission to Atlas to modify/demolish any or all of Company's Improvements, as such term is defined in the Agreement. Upon termination of this LOA, and at United's request, Atlas will restore Company's Improvements to their condition at the commencement of this LOA, all at Atlas's own expense. Atlas and United understand and agree that such modification/demolition and restoration will not reduce or otherwise impact Atlas's or United's obligation to repay the CIR to Authority under this LOA or under the Agreement; and
 3. Atlas understands and agrees that it will repair, to the satisfaction of Authority, any damage caused to the Premises by such modifications or demolition and restoration; and
 4. This LOA represents the entire understanding between the Parties relative to the CIR for the Premises as defined in the Agreement; and
 5. The Parties expressly warrant that each signatory is vested with the necessary authority to sign this LOA and is a bona fide representative of the named party; and
 6. This LOA can be amended by the Authority Chief Executive Officer or a designee of the Authority Chief Executive Officer, who is hereby empowered to act on behalf of Authority; and
 7. This LOA may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 202_.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

_____, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

LEGAL FORM APPROVED:

DocuSigned by:
By: David Scott Knight
David Scott Knight
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by _____ in the capacity of Chairman, and by _____ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

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

UNITED AIRLINES, INC.

By: *Michael Yost*
66D1E08BB83B44E...

Title: Managing Director Airport Affairs

Date: 5/24/2021

Michael Yost

Print Name

Print Address

Signed in the presence of:

DocuSigned by:
an gao

Witness Signature
an gao

Print Name
Lynda Reid

Witness Signature
Lynda Reid

Print Name

UNITED AIRLINES, INC.

STATE OF Illinois

COUNTY OF Kane

The foregoing instrument was acknowledged before me by means of physical presence or online ^{email} _{DocuSign} notarization, this 25th day of May, 2021, by Mike Yost as (name of person)

Managing Director-CRE for United Airlines, Inc. (type of authority) (name of party on behalf of whom instrument was executed)



Sarah Voss
(Signature of Notary Public - State of Illinois)
Sarah Voss
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me XXXXXXXXXXXXXXXXXXXX OR Produced identification

Print Name
(Type of Identification Produced)

ATLAS AIR, INC.

By:

[Signature]

Title:

EVP, General Counsel + Secretary

Date:

April 27, 2021

Signed in the presence of:

Michael W. Borkowski

Witness Signature

Michael W. Borkowski

Print Name

[Signature]

Witness Signature

Anthony J Suppa

Print Name

Adam R. Kokas

Print Name

2000 Westchester Avenue

Print Address

Purchase, NY 10577

ATLAS AIR, INC.

STATE OF New York

COUNTY OF Westchester

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of April, 2021, by Adam R. Kokas as (name of person)

EVP, GC + Secretary for (type of authority)

Atlas Air, Inc. (name of party on behalf of whom instrument was executed)

[Signature]
(Signature of Notary Public - State of New York)

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

Personally known to me OR Produced Identification

(Type of Identification Produced)

