

**DOMESTIC TERMINAL LEASE AGREEMENT**

THIS DOMESTIC TERMINAL LEASE AGREEMENT ("Agreement"), made and entered into as of this 8<sup>th</sup> day of October, 2010 by and between the SANFORD AIRPORT AUTHORITY, a special dependent district of the City of Sanford, Florida ("Lessor"), ORLANDO SANFORD DOMESTIC, INC. ("Manager") and the GENERAL SERVICES ADMINISTRATION, an executive agency of the United States of America ("Lessee").

**WITNESSETH:**

- I. Relationship of Lessor and Manager. Lessor is party to this Agreement in its role as owner and lessor of the Domestic Terminal of the Orlando Sanford International Airport ("Airport"). Manager is party to this Agreement in its role as manager of the Domestic Terminal. The parties acknowledge that, during such time as the management agreement remains in effect between Lessor and Manager, Manager shall (i) act as operator and manager of the Domestic Terminal and as agent for Lessor with respect to all matters pertaining to this Agreement (except where responsibilities are explicitly reserved in the Agreement to Lessor), and (ii) administer this Agreement (including but not limited to collecting all rents, fees or other funds payable to Lessor under this Agreement. Upon termination of the management agreement and notice to Lessee, Manager shall cease to have any obligations hereunder and shall automatically cease to be a party hereto, except for Lessee's obligations to indemnify Manager, its officers, directors, employees, agents, successors and assigns as set forth herein which obligations shall survive indefinitely.
  
- II. Non-Exclusivity. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and Manager and Lessor reserve the right to grant similar privileges at the Domestic Terminal to other persons seeking to provide similar services at the Domestic Terminal or to passengers and/or carriers using the Domestic Terminal.
  
- III. Compliance with Law. Lessee, its agent's employees, and subcontractors must comply at all times with all legal requirements, including but not limited to: all requirements imposed by Title 49, Code of Federal Regulations, on Lessee; all applicable regulations of the [REDACTED] and [REDACTED] relating to safety and security; and all applicable environmental laws and regulations. In addition to other indemnification obligations set forth in this Agreement, Lessee shall indemnify Lessor and Manager for all damages, claims or fines resulting from Lessee's violations of any legal requirements as set forth below, which indemnification obligations shall survive indefinitely.
  
- IV. Assignment. Manager's rights and obligations under this Agreement may be assigned and delegated to any person, subject to the prior approval of the Lessor alone; no approval of the Lessee shall be required for such assignment and delegation.

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1. **PREMISES.** Lessor owns 1,780 square feet of office space and is located in the lower west side of the Domestic Terminal ("Premises").
2. **TERM.** Lessor hereby leases and rents the Premises to Lessee upon the terms and conditions as set forth herein for a term of five (5) years with three (3) years firm ("Firm Period") commencing on June 1, 2010. This Agreement shall continue year to year after the Firm Period unless terminated by either party upon ninety (90) days written notice prior to the end of the Firm Period or the then current year, as applicable, or sooner terminated as hereinafter provided. "Year" refers to the lease year of June 1 through May 31.
3. **USE.** Lessee shall use and occupy the Premises for reasonable uses in connection with its [REDACTED] activities at the Airport. No other use of the Premises is permitted, unless approved in writing by Manager/Lessor.
4. **RENTAL.** The total monthly rent amount, plus applicable sales tax, for use of the Premises is due and payable to Manager in arrears on the first day of each month. Lessee agrees to pay to Manager the following sums as rent:

<b>Year 1</b>	<b>1,780 sf @ \$58.40 psf =</b>	<b>\$103,952.00 Annually</b>	<b>\$8,662.67 Monthly</b>
<b>Year 2</b>	<b>1,780 sf @ \$55.00 psf =</b>	<b>\$97,900.00 Annually</b>	<b>\$8,158.34 Monthly</b>
<b>Year 3</b>	<b>1,780 sf @ \$55.00 psf =</b>	<b>\$97,900.00 Annually</b>	<b>\$8,158.34 Monthly</b>
<b>Year 4</b>	<b>1,780 sf @ \$55.00 psf =</b>	<b>\$97,900.00 Annually</b>	<b>\$8,158.34 Monthly</b>
<b>Year 5</b>	<b>1,780 sf @ \$55.00 psf =</b>	<b>\$97,900.00 Annually</b>	<b>\$8,158.34 Monthly</b>

Year 1 rental includes a tenant improvement allowance of \$6,052.00 which is amortized over the year.

All payments shall be made payable to Manager, or to such other person as Manager may at its sole option designate in writing, and delivered via electronic deposit pursuant to federal regulations applicable to Lessee (see "Electronic Funds Transfer Payment" included in the General Clauses, GSA Form 3517A, GSAR 552.232-76 in Exhibit D made a part hereof).

- a. **Delinquent Fees.** If Lessee is more than ten (10) days delinquent in paying to Manager any fees owed to Manager under this Agreement, Lessee shall pay to Manager interest on the delinquent amount pursuant to the Prompt Payment Act (see "Prompt Payment" included in the General Clauses, GSA Form 3517A, GSAR 552.232-75 in Exhibit D made a part hereof) from the date such amount is due until paid in full. Imposition of interest shall not constitute a waiver of any other remedies available to Manager for failure to timely pay any fees owed under this Agreement.
- b. **Remedies Non-Exclusive.** The remedies provided by this subparagraph are in addition to all other rights and remedies that Manager may have for a breach or violation of this Agreement. Nothing in this subparagraph shall be deemed to be a waiver by Manager for any breach or violation or to stop Manager from terminating this Agreement or from asserting any other of its other rights or remedies under this Agreement or at law or in equity. Nothing contained herein shall be construed to require Manager to accept late fees. Acceptance of full or partial payment of any delinquent fees shall not constitute a waiver of any of Manager's other rights and remedies under this Agreement.

In addition thereto, during the term of this Agreement, Lessee shall pay, to the extent permitted under federal law, any and all taxes, assessments, or levies of any and every kind or nature charged, levied or assessed against the Premises, or upon or against any items of personalty, equipment, fixtures, or improvements thereon, each and every when due and payable according to law, before any thereof become delinquent and before any interest attaches. Nothing herein contained shall prevent Lessee from contesting the validity of any taxes or assessments levied against the Premises or other property; provided that in the event Lessee contests any such taxes or assessments, upon demand by Lessor, Lessee shall give to Lessor adequate security against loss by reasons of such contest.

5. **IMPROVEMENTS AND ALTERATIONS.** Lessee shall pay a tenant improvement allowance of \$6,052.00 during Year 1 of the Agreement for new carpet and paint to be installed on the Premises by Manager. Manager shall be responsible for making such improvements to the Premises within thirty (30) days of execution of this Agreement. Lessee acknowledges that it has examined the Premises and accepts the same in the condition in which it now is, with the exception of the improvements to be made by Manager above. Lessee shall not make any repairs, alterations or additions to the Premises without first delivering in advance to Manager/Lessor the plans and specifications and copies of the proposed contracts and procuring Manager/Lessor's written consent. In the event Manager/Lessor provides such written consent, Lessee shall obtain all necessary permits and shall, to the extent permitted by the Federal Tort Claims Act (28 USC 2671-2677), be responsible to Manager/Lessor for any liens, costs, claims, causes of action, damages and expenses that may arise as a result of Lessee making or constructing such improvements, which responsibility shall survive indefinitely. Any improvements or alterations to the Premises approved in writing by Manager/Lessor and made by Lessee shall be at Lessee's own cost and expense. Lessee covenants and agrees that within thirty (30) days after the completion and acceptance of all such improvement that it will duly pay and discharge all the costs of the same for materials, labor, fees and every item of expense or cost in connection with the same, and that it will not permit the filing of any construction or other liens against said property, and if any such lien or liens should be filed, Lessee does hereby save harmless Lessor and Manager of and from all damages, costs and expenses in regard to the same, and will also forthwith cause the same to be removed from the public records, it being expressly and distinctly understood that Lessor and Manager shall not be responsible for nor liable for in any way or manner whatsoever, any of the costs, charges, or expenses in any way connected with such construction or improvement, and the property and estate of the Lessor, Manager and the City of Sanford, Florida shall not be bound or liable therefore. Unless Manager/Lessor requests their removal, all alterations, improvements and fixtures, which may be made or installed by Lessee and which are attached to and cannot be removed without material damage to the floors, walls or ceiling at the termination of this Agreement shall become the property of Lessor. Notwithstanding the foregoing, Lessee's equipment is specifically excepted from this provision and shall remain solely the property of Lessee throughout the term of this Agreement, even if attached, bolted or otherwise attached to the Premises. Title to all of Lessee's equipment, even if attached, bolted or otherwise attached to the Premises, shall remain with Lessee throughout the term of this Agreement and may be removed from the Premises at any time provided Lessee exercises care in removal of same and repairs any damage to the Premises caused by such removal. Lessee shall remove all equipment upon expiration or termination of this Agreement and return the Premises to its original condition.
6. **COMPLIANCE WITH ENVIRONMENTAL GUIDELINES.** During the term of this Agreement, Lessee shall comply with all reasonable guidelines established by Manager in furtherance of its corporate goal to become more environmentally friendly. Manager has gone to great lengths to install equipment that will lower the carbon foot print of the Airport. Any modification or



additions to the Premises need to be reviewed and approved in writing by the Manager. In addition, any new equipment or devices to be used within the Premises that are not listed on Exhibit A, which contains a list of Lessee's approved equipment or devices for use on the Premises, must be reviewed and approved in writing by Manager and must be energy-efficient, as determined by Manager in its sole discretion. Additionally, Lessee shall ensure that all lighting systems within the Premises are turned off when not in use. Lessee shall not manually operate or override any part of the building control system except upon equipment failure or emergency conditions. Further, Lessee shall maintain heating and cooling set points within the guidelines established by the Manager. Lessee shall also be responsible for properly controlling the reasonable level of all heat, power, light, water or other utilities used within the Premises to the extent it has the control devices to do so.

## **7. OBLIGATIONS OF LESSEE.**

- a. Lessee at all times shall obey and promptly comply with all present and future laws and ordinances of the federal government, the State of Florida, and any political subdivision or municipality thereof having jurisdiction of or respecting the condition of the Premises and/or the use made thereof and with all lawful orders, regulations and requirements of all government authorities or agencies which may have jurisdiction. Lessee shall not use the Premises, or permit the same to be used, for any unlawful or immoral purposes, or do in or upon or about said premises, or permit the doing therein or thereon or thereabout, of anything which tends to create a nuisance. Lessee further covenants at all times to obey and promptly comply with all lawful rules and regulations which may from time to time be promulgated by Lessor, the [REDACTED], the [REDACTED] or its successors.
- b. Lessee shall commit no unlawful nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the Premises.
- c. Lessee shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors.
- d. Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any are installed or located on or in the Premises.
- e. Lessee shall not do or permit to be done any act or thing upon the Premises:
  - i. Which will invalidate or conflict with any fire insurance policies covering the Premises at the Airport; or
  - ii. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.
- f. It is specifically understood and agreed that no vehicles and miscellaneous equipment such as campers, boats, recreational vehicles and tractor-trailers are to be stored on the Airport.

- g. Lessee agrees to avoid damages to the Premises and, at its sole expense, shall repair any damages made by Lessee to the Premises during the term of this Agreement using materials and workmanship of like quality. Such repair shall be subject to general monitoring by Manager to insure proper appearance and structural condition commensurate with the maintenance and safety standards of the Airport.
- h. Lessor and Manager agree to keep all fixtures pertaining to water, sewer and electrical systems in good operating order. To the extent permitted under federal law, Lessee is liable for any damage to such systems if such damage is due to the negligence of Lessee.
- i. It is mutually understood and agreed that nothing herein contained is intended or shall be construed as in anyway creating or establishing the relationship of co-partners between the parties hereto or as constituting Lessee as the agent or representative of Lessor or Manager for any purpose of any manner whatsoever.
- j. It is understood that Lessee shall maintain the Premises in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconveniences to adjoining properties.
- k. Employees or agents of Lessee may park in the official Airport staff parking lots; however, Lessee or its employees or agents shall bear the costs of parking fees from time-to-time in force in respect thereof.
- l. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard at the Airport.
- m. Lessee agrees to abide by all rules and regulations concerning operational safety, vehicles, fire prevention and related materials as promulgated by Lessor and/or Manager, copies of which rules and regulations are available to Lessee in the office of Lessor or Manager.
- n. Manager's responsibilities for trash removal is limited to a reasonable amount and from a location designated by Manager.

**8. RIGHTS OF LESSOR.**

- a. Lessor expressly reserves the right to further develop or improve any area of the Airport as Lessor deems proper, regardless of the desires or views of Lessee, and without interference or hindrance.
- b. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction and shall keep the Airport and its approaches free from obstruction and interference for the safe, convenient and proper use thereof by Lessee in common with all others entitled to the use thereof.
- c. The rights of Lessor and Manager hereunder shall be deemed cumulative and shall not be exhausted by one exercise thereof, and shall not exclude any other rights and remedies

authorized by law, and no waiver by Lessor or Manager of any defaults shall operate as a waiver of any future defaults.

- d. Lessee acknowledges that although Lessor has not entered into an agreement for exclusive or non-exclusive right of operating various franchises such as vending machines or auto parking on the Airport, Lessee has the right to enter into such a franchise agreement.
- e. Lessor reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in such airspace, and for use of such airspace for landing on, taking off from or operating on the Airport.

9. **SERVICES, REPAIRS AND MAINTENANCE.** Manager/Lessor shall provide and pay for utilities to the Premises, janitorial services for the Premises and any pest services necessary for the Premises. Manager/Lessor shall maintain in good and usable repair and working condition the exterior portions and structural elements of the Premises and all appurtenances thereto, including without limitation the roof, roof structures and supports, foundation and structural supports, walls and subfloors, HVAC, electric, plumbing and sprinkler systems, pipes, wires and conduits within the floors, walls and above the ceiling, utility lines servicing the Premises to the extent not maintained by public utilities companies, and paint on the exterior walls and other exterior portions of the Premises. The interior of the Premises shall at all times be kept in good order, condition and repair by Lessee, and in a clean, sanitary and safe condition and in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction thereof. Lessee shall not cause any waste, damage or injury to the Premises. If Lessee refuses or neglects to commence repairs that are required to be made by Lessee under the terms of this Lease within ten (10) days after written demand by Manager/Lessor, or adequately to complete such repairs within a reasonable time thereafter, Manager/Lessor may make the repairs without liability to Lessee for any loss or damage that may occur to Lessee's business by reason thereof, and if Manager/Lessor makes such repairs, Lessee shall pay Manager on demand as additional rent, the cost thereof with interest at the then highest legal rate from the date of demand by Manager until paid by Lessee.

10. **DAMAGE TO PREMISES.** In the event of destruction of or damage of any kind to the Premises or any improvements thereto, by reason of fire, the elements or other casualty, this Agreement shall not automatically terminate nor shall Lessee be relieved of any payment of rent or from the performance of any of its other obligations hereunder, provided that there shall be an abatement of rent, as further provided herein, and all of Lessee's other obligations for such period of time as the Premises or a material portion thereof are not usable by Lessee for its business purposes and that Lessee shall have the option to terminate this Agreement upon thirty (30) days written notice without further payment if substantially all of the Premises remains unusable by Lessee for its business purposes. In the event of abatement, the rent shall be abated in proportion to the extent the Premises is unusable by Lessee. Lessor shall be entitled to all of the insurance proceeds received from policies maintained by Lessor by reason of the destruction or damage, provided, however, that Lessor at its sole option may apply any said insurance proceeds to the restoration of the Premises.

11. **CONTROL OVER AIRPORT.** Pursuant to the terms of this Agreement, Lessee shall not be in control or possession of the Airport except as to the parts hereof leased exclusively to Lessee and Lessee does not assume responsibility for the conduct or operation of the Airport or for the

physical or other conditions of the portions thereof not included within the Premises. Lessee is and shall be an independent contractor, responsible to all parties for all of its acts and omissions and Lessor and Manager shall in no way be responsible therefore.

**12. ENCUMBRANCE BY LESSEE.** Lessee shall not mortgage, pledge or otherwise encumber its interest in this Agreement or in the Premises without the prior written consent of Manager/Lessor.

**13. TERMINATION BY LESSEE.** In addition to any other termination rights contained herein, Lessee may terminate this Agreement with the happening of one or more of the following events:

- a. The abandonment of the Airport as an air terminal for certified passenger air carriers for a continuous period of ninety (90) days or longer.
- b. The inability of Lessee to use the Premises for a continuous period of thirty (30) days or longer due to any applicable law, order, rule or regulation provided the negligence or other fault of Lessee is not the cause of such inability of Lessee to use the Premises.
- c. The lawful assumption by the United States of America, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part(s) thereof in such a manner as to substantially restrict Lessee from operating therefrom for a period in excess of ninety (90) days.
- d. Lessor and/or Manager is in material breach of any of its obligations under this Agreement and (if the breach is capable of remedy) has failed to remedy the breach within thirty (30) days after receipt of written notice from Lessee identifying the specific nature of the breach and demanding the remedy thereof.
- e. In the event of the occurrence of Paragraph 13a, 13b or 13c above and for so long as such condition remains in effect, the rent payable by Lessee to Manager shall be abated in proportion to the extent the Premises is unusable by Lessee.

**14. TERMINATION BY LESSOR.** In addition to any other termination rights contained herein, Lessor may terminate this Agreement as provided in this paragraph.

- a. If Lessee shall default in the payment of any amounts owed to Manager when due under this Agreement and fails to cure such default after ten (10) days written notice thereof from Manager or Lessor, or Lessee shall default on any other obligation under this Agreement and fails to cure such default after thirty (30) days written notice thereof from Manager or Lessor, or if Lessee shall suffer to be filed against Lessee an involuntary or voluntary bankruptcy, or make an assignment for the benefit of creditors, or should there be a receiver appointed for Lessee, Manager or Lessor shall have the following options:
  - i. Manager or Lessor may immediately terminate this Agreement. Upon such termination by Lessor, Lessee will at once surrender possession of the Premises to Lessor and Lessor/Manager may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespassing, conversion, forcible entry or other tort;

- ii. Accelerate the full balance of the rent payable for the remainder of the term and sue for any such sums, if necessary; and/or
  - iii. Lessor/Manager, as Lessee's agent, without terminating this Agreement, may re-enter the Premises, remove Lessee's effects and relet the Premises for the account of Lessee for the rent and upon the terms that are satisfactory to Lessor, crediting the proceeds, after deducting the costs of re-entry, alterations, additions, and reletting, to the unpaid rent and the other amounts due during the remainder of the term, and Lessee shall remain liable to Lessor/Manager for any unpaid balance. Any legal proceedings brought to collect the amount of any deficiency shall not preclude any subsequent legal actions to collect any deficiencies for any other months; and/or
  - iv. Pursue any combination of the remedies outlined herein and/or any other remedy available to Lessor on account of default of Lessee.
- b. The rights of Lessor and Manager are cumulative and continued performance by Lessor and Manager under this Agreement for any period(s) after a default by Lessee of any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of any right on the part of Lessor or Manager to terminate this Agreement for such default. Further, no waiver by Lessor or Manager of default by Lessee of any of the terms, covenants or conditions hereof shall be construed to be or act as a waiver by Lessor or Manager of any subsequent default.
  - c. In the event Lessee defaults under this Agreement, including, without limitation, Lessee's failure to make timely payment of any sums owed to Manager under this Agreement, Lessee agrees to pay for all costs, reasonable attorney's fees, expenses, losses and damages incurred by Manager and/or Lessor by reason of Lessee's default, regardless of whether litigation is instituted.
  - d. Manager has the privilege of showing to a prospective tenant the Premises for rent at any time after any party has provided written notice of termination this Agreement and during the said time to exhibit the Premises at reasonable hours.

15. **SURRENDER.** Lessee shall yield and deliver possession of the Premises to Lessor/Manager at the termination of this Agreement in good condition, excepting only reasonable wear and tear, fire or other casualty. Further, Lessee shall remove all of its equipment from the Premises and return the same to its original condition.

16. **INSURANCE & INDEMNIFICATION.**

- a. Lessee shall be sufficiently self-insured for the duration of this Agreement.
- b. To the extent permitted by federal law, including specifically the Federal Tort Claims Act (28 USC 2671-2677) and the Equal Access to Justice Act (5 USC 504), Lessee hereby covenants and agrees to be responsible to the Manager and Lessor for any and all claims, causes of action, liabilities, losses, damages, obligations, costs, fines, reasonable attorney's fees and expenses arising from or growing out of or in any way connected with the use or occupancy of the Premises by Lessee, or its guests or agents, or arising out of or in any way connected with any other activity by Lessee, or its agents or guests, on the Premises or the Airport during the term hereof, including without

limitation those claims, causes of action, et al. arising by reason of any damage to property, bodily injury or death, except for claims or causes of action arising from the gross negligence or wilful misconduct of Lessor or Manager or for which Lessor or Manager is legally, directly and primarily liable. Lessee acknowledges and agrees that this obligation survives the expiration or termination of this Agreement.

17. **RIGHT OF ENTRY.** Lessor or Manager, or its representatives, shall have the right to enter upon the Premises at any reasonable hour for the purpose of examining the same, or for any other lawful purpose.

18. **NOTICES.** Notices to Lessor or Manager provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Director of Finance  
Orlando Sanford Domestic, Inc.  
3217 Red Cleveland Blvd.  
Sanford, Florida 32773

and notices to Lessee shall be sufficient if sent by registered or certified mail, postage prepaid addressed to the Lessee at:

ATTN: Michael Ellis  
General Services Administration  
Southeast Sunbelt Region  
Realty Services Division, GSA (4PEY)  
7771 W. Oakland Park Blvd., Suite 119  
Sunrise, Florida 33351-6737

or to such other respective address as the parties may designate, in writing, from time to time.

19. **ASSIGNMENT OR SUBLETTING.** Lessee shall not assign this Agreement or any interest therein, nor underlet or sublet all or any part of the Premises, rights or privileges, without the written consent of Lessor and Manager. No assignment of this Agreement shall relieve or release Lessee from any obligation, duty, or liability herein or hereunder, but in the event of any assignment, Lessor and Manager shall be authorized to deal with any assignee as fully and completely as though he or it had been the original lessee hereunder, without notice to Lessee. No consent by Lessor and Manager to any subsequent assignment or subletting shall operate as a consent to any other future assignment or subletting, or operate as a waiver of the requirement of Lessor's consent thereto. Lessee shall furnish Lessor and Manager with a fully executed copy of any assignment made hereunder. The term "sublet" shall be deemed to include the granting of licenses, concessions, and any other rights of occupancy of any portion of the Premises.

20. **LIABILITY FOR DEFECTS.** To the extent permitted by federal law, including specifically the Federal Tort Claims Act (28 USC 2671-2677) and the Equal Access to Justice Act (5 USC 504), neither Lessor nor Manager shall be liable to Lessee or its employees, invitees, guests or customers for any personal injury or property damage, and any claims against Lessor or Manager for any such injury or damage are hereby waived by Lessee to the extent occasioned by any of the following: the elements; any defect of plumbing, electric wiring or the insulation thereof; rising water, water seepage, the backing up of any sewer pipes, or the bursting, leaking or running of any tank, in, under or about the Premises; the escape of steam or hot water from any boiler or device; water being upon or coming through the roof, stairs, windows or any other

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place in or near the Premises; the failure of any fixture, plaster or stucco; the act, omission or negligence of other persons or occupants of the Premises or the public; provided, however, that Lessor shall be responsible and subject to claims for injuries or damages attributable to defects to those portions of the Premises that Lessor is required to maintain and/or repair under the terms of this Agreement (i) that are made known to Manager/Lessor in writing by Lessee (ii) that Lessee requests Manager/Lessor to repair, and (iii) that are not repaired by Manager/Lessor within a reasonable period of time.

21. [REDACTED] **AND LESSOR.** Lessee covenants and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreements and related Federal Aviation Regulations applicable thereto between Lessor and the United States Government, relative to, but not limited to, the development, financing, operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development of the Airport. This Agreement shall be subject to the ongoing approval and consent of the [REDACTED] and should modifications or amendments be required by the [REDACTED] or other applicable governmental or regulatory authority, the parties agree to consent to those modifications or amendments. Notwithstanding the generality of the foregoing, Lessee shall not be obligated to accept or be bound by any agreement, modification, amendment or regulation described in this Paragraph 21 which would (i) increase any of the amounts payable by Lessee under this Agreement, (ii) materially increase any of Lessee's non-monetary obligations with respect to the Premises or (iii) materially diminish any of Lessee's rights, privileges or remedies provided under this Agreement. In the event that any such agreement, modification, amendment or regulation would do any of the foregoing, then Lessee shall have the option of terminating this Agreement by delivering written notice of such termination to Lessor, provided however this Agreement will terminate if Lessee does not comply with modified and or amended regulations and rules described in this paragraph. Notwithstanding the generality of the foregoing

a. Lessee, for itself, its successor in interest and assigns, as part of the consideration hereof, hereby covenants and agrees as a covenant running with the land and applicable to Lessee as a matter of law that: (i) no person, on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Airport under the provisions of this Agreement; (ii) in the furnishings of services at the Airport, no person, on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (iii) Lessee shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, [REDACTED] Subtitle A, [REDACTED] Part 21, Non-discrimination in Federally-assisted programs of the [REDACTED] [REDACTED] - effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended, and Title 14, Code of Federal Regulations, Part 152, Subpart E. Likewise, Lessee shall comply with the laws of the State of Florida, prohibiting discrimination because of sex, religion, age or physical handicap. Should Lessee authorize another person or entity, with Lessor's and Manager's prior written consent to provide services or benefits upon the Airport, Lessee shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this sub-paragraph. Lessee shall furnish the original of such agreement to Manager/Lessor

JH, AB

(Signature)

- b. In the event of breach of the above non-discrimination covenants, Manager/Lessor shall have the right to terminate this Agreement. The right granted to Manager/Lessor by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.
- c. Manager/Lessor may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Lessee agrees that it will adopt any such requirement as part of this Agreement.
- d. Lessee shall furnish any services at the Airport at prices which comply with all applicable laws, if any.
- e. Lessee shall comply with all applicable regulations of the [REDACTED] and applicable treaties of the United States relating to airport security so as to prevent or deter unauthorized persons from obtaining access to the restricted areas of the Airport.

This Agreement is subject to and subordinate to any and all agreements entered into between Manager and Lessor and Lessee covenants not to take any actions to hinder Manager in complying with such agreements. Further, any conflict between this Agreement and any of the provisions of any agreement in effect between Manager and Lessor shall yield in favour of the latter.

In addition to any other indemnification obligations set forth in this Agreement, Lessee shall indemnify Lessor and Manager for all damages, claims or fines resulting from Lessee's failure to comply with any laws. Lessee acknowledges and agrees that this indemnification obligation shall survive the expiration or termination of this Agreement.

## **22. HAZARDOUS WASTE.**

- a. Lessee warrants that no industrial, toxic or hazardous waste will be disposed in the septic or sewer system, dumpster or any other location on Lessor's property. Disposal shall be in accordance with all appropriate county, state and federal regulations. Lessee further warrants that no industrial, toxic or hazardous waste will be stored on or upon the Premises without the prior written consent and approval of the Manager/Lessor which under no circumstance will be given absent Lessee's first obtaining all studies or reports required by the respective local, state and federal governmental agencies, and without Lessee having first obtained, constructed or otherwise provided, at Lessee's own expense, storage facilities meeting all requirements of all local, state and federal governmental agencies who have jurisdiction. Should Lessee's activities on or upon the Premises result in toxic or hazardous waste contamination of the Premises, to the extent permissible by applicable federal law, Lessee agrees to take full responsibility for the cost of the clean up of the same, and further agrees to indemnify and hold harmless Lessor and Manager for the same, and to defend Lessor and Manager at Lessee's sole expense in any proceeding arising from, or resulting from, such contamination. Lessee acknowledges and agrees that this indemnification obligation shall survive the expiration or termination of this Agreement. Lessee further agrees to compensate Lessor and Manager for any loss of diminution in value of the Premises resulting from or arising out of such contamination.

- b. Radon gas 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 the local county public health unit. This notice is provided pursuant to Florida Statutes, Section 404.056(8).

**23. CONDEMNATION.** In the event that all or any part of the Premises shall be taken under the power of eminent domain, or by conveyance in avoidance thereof, this Agreement shall terminate as to the part so taken (and the rent and all other payments shall be equitably reduced) effective as of the date possession shall be required to be delivered in such eminent domain proceedings. Should so much of the Premises be taken under the power of eminent domain or by conveyance in avoidance thereof, as shall make the remaining portion of the Premises unsuitable for the purpose herein intended, then this Agreement shall terminate as of the date possession shall be required to be delivered in such eminent domain proceedings. Should all or part of such portions of the Airport as are leased by and under the control of Lessor be taken under power of eminent domain, or by conveyance in avoidance thereof, as shall make the Premises unsuitable for the purpose herein intended, then this Agreement shall terminate as of the date possession shall be required to be delivered in such eminent domain proceedings. Any and all awards made in such proceedings shall inure to the benefit of and be the property of Lessor, it being hereby mutually covenanted and agreed that Lessee has no interest hereunder compensable in any such eminent domain proceedings. Nothing herein contained shall preclude Lessee from claiming a condemnation award from the condemning authority for any of its trade fixtures which may be so taken in any such proceedings or for interruption of business.

**24. LESSEE'S RIGHT OF USE AND QUIET ENJOYMENT.** It is expressly understood that, by this Agreement, Lessor grants to Lessee simply the right to possess and enjoy the use of the Premises and it creates between them the relationship of Lessor and Lessee, so that no estate for years or otherwise is intended to be or is vested under this Lease, Lessee having only a usufruct and leasehold of the Premises. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or any relationship other than is specifically contained herein. So long as no default by Lessee continues under this Agreement beyond the notice and cure periods provided for herein, Lessee shall have the right to peaceably and quietly hold and enjoy the Premises without hindrance from Lessor, Manager or any other person or entity claiming by, through or under Lessor, subject to all of the terms and provisions of this Agreement.

**25. RIGHTS CUMULATIVE.** All rights, powers and privileges conferred herein on the parties shall be cumulative of, but not restrictive to those given by law.

**26. WAIVER OF RIGHTS.** The failure by any party to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver by such party of such right or remedy. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a further or continuing waiver of any such condition, or of the breach of any other provisions, term, covenant, representation or warranty of this Agreement. Further, no failure of Lessor to exercise any power given to Lessor hereunder, or to insist upon strict compliance by Lessee with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

- 27. SUCCESSORS AND PERMITTED ASSIGNS.** This Agreement and all of the covenants, conditions and agreements herein set forth shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 28. ENTIRE AGREEMENT & MODIFICATION.** This Agreement sets forth all the promises, agreements, conditions, and understandings between the parties. It is understood and agreed that no subsequent alteration, amendment, modification, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and executed by each of them and by direct reference thereby made a part hereof.
- 29. HEADINGS.** Headings or titles of the paragraphs and sub-paragraphs are inserted solely for the convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- 30. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- 31. MEDIATION.** To the extent permissible by applicable federal law, the parties agree that any dispute arising out of or relating to this Agreement shall first be mediated prior to a lawsuit being filed. The parties shall bear the cost of the mediator's fee equally.
- 32. VENUE AND GOVERNING LAW.** The parties agree that this Agreement shall be governed by federal law and that venue for any and all suits arising out of or otherwise attributable to this Agreement shall be as required by the Contract Disputes Act of 1978 (41 USC 601), as referenced in the "Disputes" clause of Exhibit D made a part hereof.
- 33. EXHIBITS.** The following exhibits are hereby incorporated into this Agreement and shall control in the event of any conflict with the provisions contained herein:
- a. Exhibit A – Approved Equipment and Devices
  - b. Exhibit B - Description (Drawing) of Premises
  - c. Exhibit C – Sanford Airport Authority Environmental Protection Policy
  - d. Exhibit D – General Clauses, GSA Form 3517A
  - e. Exhibit E – Representations and Certifications, GSA Form 3518A

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

FOR THE LESSOR

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Witness

*[Signature]*  
Witness

SANFORD AIRPORT AUTHORITY

By: *[Signature]*  
Print name: G. Geoffrey Longstaff  
Its: Chairman

FOR THE MANAGER

*[Signature]*  
Witness

*[Signature]*  
Witness

ORLANDO SANFORD DOMESTIC, INC.

By: *[Signature]*  
Print name: Harry D. Goulet  
Its: President

FOR THE LESSEE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

GENERAL SERVICES ADMINISTRATION

By: *[Signature]*  
Print name: Michael J. Ellis  
Its: Contracting Officer

*[Handwritten initials]*