GOAA
MAY 26 2020
Commercial Properties

SPACE/USE AGREEMENT

THE GREATER ORLANDO AVIATION AUTHORITY, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company" to conduct business at Orlando International Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company**. The name, address and telephone numbers of the Company hereunder are as follows:

Name:	Airport Terminal Services, Inc.		
Address:	940 Westport Plaza, Suite 101		
	St. Louis, MO 63146		
Contact:	Sally A. Leible, President and Chief Executive Office		
Telephone:	314-985-8316	Fax:	N/A
Cell phone:	314-614-4360	Other:	N/A
E-mail:	Contractsadministration@atsstl.com		

Company Financial Billing Contact(s):

Name:	Susan Maupin, Accounts Payable Representative		
Address:	940 Westport Plaza, Suite 101, St. Louis, MO 63146		
Telephone:	314-985-8607	Fax:	N/A
Cell phone:	N/A	Other:	N/A
E-mail:	USAP@atsstl.com		

Company - 24 Hour Emergency Contacts – minimum of 2 contacts required

Name & Title:	Glen Smith, Station Manager		
Address:	ATS, c/o WestJet Airlines, 9303 Jeff Fuqua Blvd, Suite 8390, Orlando, FL 32827		
Telephone:	407-825-3335	Fax:	N/A
Cell phone:	954-544-2798	Other:	N/A
E-mail:	Gsmith34231@hotmail.com		

Name & Title:	Elaine Dalen-Adams, Supervisor		
Address:	ATS, c/o WestJet Airlines, 9303 Jeff Fuqua Blvd, Suite 8390, Orlando, FL 32827		
Telephone:	407-825-3335	Fax:	N/A
Cell phone:	407-353-8979	Other:	N/A
E-mail:	Emda1123@gmail.com		

Company Insurance Contact

Name & Title:	Peggy Migas, Manager Contracts Administration		
Address:	940 Westport Plaza, Suite 101, St. Louis, MO 63146		
Telephone:	314-985-8620	Fax:	N/A
Cell phone:	N/A	Other:	N/A
E-mail:	Pmigas@atsstl.com		

2. **Space to be Occupied**. Company is authorized to use the space at the Airport described in **Paragraph A-1 of Attachment A.**

3. **Consideration-Space Rental.** In consideration for the rights granted hereunder by Authority, Company hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Paragraph A-2 of Attachment A** plus any and all sales or use taxes due thereon. Authority reserves the right to make adjustments to the rental due hereunder annually, effective October 1, upon written notice and, at any other time upon at least thirty (30) days prior written notice to Company.

All payments due hereunder shall be remitted to the Chief Financial Officer, Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399; without demand, set-off or deduction.

In the event that the term of this Agreement shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

4. **Term**. This Agreement is effective, from the Effective Date (as defined in **Paragraph A-3 of Attachment A**), to permit use or occupancy for the period stated in **Paragraph A-3 of Attachment A**, as the initial term (the "Initial Term"), and shall automatically renew after the expiration of each preceding term for an Additional Term of equal duration commencing on the date of expiration of the prior term, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, either party hereto shall have the right to terminate this Agreement prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days prior written notice of its intention to do so.

5. **Amount of Insurance Required**. Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs J (1) and J (2) hereof. The amounts of coverage are specified in **Paragraph A-4 of Attachment A.**

6. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph S hereof is shown in **Paragraph A-5 of Attachment A**.

7. **Turn-In Fee.** The amount of the non-refundable turn-in fee to be held subject to the provisions of Paragraph T hereof is shown in **Paragraph A-6 of Attachment A**.

8. **Utility and Service Charges**. Except as otherwise expressly shown in **Paragraph A-7 of Attachment A**, Company shall be responsible for all utility and service charges.

9. **Additional Terms and Conditions**. Company does hereby further agree to abide by all of the Terms and Conditions attached hereto. Special terms and conditions are shown in **Paragraph A-8 of Attachment A**.

10. **Amendments.** Amendments to this Agreement may be made by a revision of Attachment A and executing a numbered and dated Letter of Amendment.

ATTACHMENT A

SPACE USE AGREEMENT

AIRPORT TERMINAL SERVICES, INC.

A-1. SPACE TO BE OCCUPIED.

Refer to Exhibit "A" to Attachment A.

A-2. SPACE RENTAL CHARGE.

Refer to Exhibit "B" to Attachment A.

A-3. TERM.

The Initial Term of use and occupancy permitted under this Agreement will commence on **July 1, 2020** (the "Effective Date") and expire on **September 30, 2020.** Renewal term shall be for a period of twelve months commencing October 1, subject to all rights of renewal and termination set forth herein.

A-4. INSURANCE REQUIREMENTS.

In accordance with Authority's policy and procedures the minimum coverage required is:

Automobile liability	**$1,000,000 or $5,000,000 if AOA access required.**
Commercial General Liability	**$1,000,000 or $5,000,000 if AOA access required.**
Workers Compensation	**As required by the laws of Florida.**
Employer's Liability	**Not less than $100,000 "each accident", $500,000 "disease-policy limit" and $100,000 "disease-policy – each employee"**

Evidence of current coverage is to be kept on file with the Authority or its designated agents.

A-5. AMOUNT OF SECURITY DEPOSIT.
Refer to Exhibit "B" to Attachment A.

A-6. AMOUNT OF TURN-IN FEE.

Refer to Exhibit "B" to Attachment A.

A-7. UTILITY & SERVICE CHARGES.

Utility/Service	Company	Authority	Comments
Electricity		✓	Service provided by Authority and included in the terminal rental rate.
Telephone	✓		Company responsibility.
Water		✓	Service provided by Authority and included in the terminal rental rate.
Sewer		✓	Service provided by Authority and included in the terminal rental rate.
Janitorial		✓	Service provided by Authority and included in the terminal rental rate.
Trash Removal		✓	Service provided by Authority and included in the terminal rental rate.
Pest Control		✓	Service provided by Authority and included in the terminal rental rate.

The Utility and Service Charges provided by Authority shall mean those areas in the Terminal. Space at the Airport, but not in the Terminal that are leased hereunder are not be included in services provided by Authority.

A-8. SPECIAL CONDITIONS.

The "Space to be Occupied" shall be used exclusively for the services authorized under the Greater Orlando Aviation Authority Permit Agreement No. 007738, dated May 1, 2020 ("Permit") and for no other purpose. In the event the Permit is terminated or the Permittee is no longer providing the services authorized by the Permit, then notwithstanding the provisions of Paragraph A-3 of this Attachment A, this Agreement shall simultaneously terminate, and Company shall vacate the Occupied Space within five (5) calendar days.

GREATER ORLANDO AVIATION AUTHORITY

TERMS AND CONDITIONS OF SPACE/USE AGREEMENT

A. **Maintenance of Assigned Space**. Company accepts the space, if any, assigned under Attachment A hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is". Notwithstanding the obligations set forth in **Paragraph A-7 of Attachment A** hereof, Company shall be responsible to maintain and repair the Assigned Space and to keep the Assigned Space in good, clean and attractive condition. Unless expressly included in the rates specified in Attachment A, Company shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore or repair the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect by, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space, reasonable use and wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided. Notwithstanding the foregoing, Authority shall provide pest control and janitorial service to the Assigned Space. Company shall reimburse Authority for the fees and charges associated with such services within thirty (30) days after receipt of an invoice therefor from Authority. Unless Authority's written approval has been first obtained in each instance, Company shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein.

B. **Company's Property**. Any and all property belonging to, or brought onto the Airport by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company. Subject to Authority's right of approval as set forth in Paragraph A hereof, Company may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Company. Company shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Authority which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if Company shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Company's property located in the Assigned Space which are available to it under the laws of the State of Florida, and Company shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

C. **Authority's Right to Enter**. Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time after reasonable prior notice to the Company if feasible under the circumstances, for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

D. **Utilities**. Unless expressly provided otherwise herein, Company shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. **Access**. Company and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress and egress to and from the Assigned Space.

F. **Taxes and Assessments**. Company shall pay, on or before the due date established therefor, all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Company's interest therein and the property and improvements of Company for the term hereof or attributable to Company's activities at the Assigned Space or at the Airport. If the term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Company shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Company's obligations under this Paragraph F shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of Authority, as a political subdivision of the State of Florida and the City of Orlando ("City"), or on the part of the City, of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which they, or either of them, may lawfully impose on the business or property of Company.

G. **Rules and Regulations**. Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company, the Assigned Space or the Airport. Company agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made by Company within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.

H. **Indemnification**. Company shall indemnify, defend and hold completely harmless Authority, the City and the members (including, without limitation, all members of the governing board of Authority, the Orlando City Council and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all

costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the use, occupancy or maintenance of the Assigned Space, including any Improvement thereto, or Company's operations at the Airport or in connection with any of Company's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of the Company or its officers, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, unless such claim, suit, demand, judgment, loss, cost, fine, penalty, damage, liability or expense was proximately caused solely by Indemnified Parties' negligence or by the joint negligence of Authority the Indemnified Parties and any person other than Company or Company's officers, partners, employees, agents, contractors, subcontractors, licensees or invitees or (b) arising out of the failure of Company to keep, observe or perform any of its obligations under this Agreement. Authority shall give Company reasonable notice of any suit or claim for which indemnification will be sought under this Paragraph H and allow Company or its insurer to compromise and defend the same to the extent of its interests (subject to the Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Paragraph H, Company shall use counsel reasonably acceptable to Authority.

The foregoing provisions of this Paragraph H are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Company under this Agreement.

I. **Waiver of Damage**. Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents, employees, subcontractors or suppliers.

J. **Insurance Requirements**. Company shall, at its own cost and expense, purchase and maintain throughout the term of this Agreement the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Greater Orlando Aviation Authority and the City of Orlando, and the members (including, without limitation, members of Authority Board and the City Council, and members of the citizens advisory committees of each), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such Company or

companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 5 hereof, with a deductible in accordance with the Authority's policies and procedures in effect from time to time or otherwise reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority and the City, with contractual liability coverage for Company's covenants to and indemnification of the Authority and the City under this Agreement, and with the insurance Company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority and the City. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of Florida; provided, however, that Company may self-insure its workers compensation liability, if in compliance with Florida law. Employers Liability coverage is also required with limits of liability not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Agreement and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by Company, Company shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

K. **Assignment and Subletting**. Company shall not assign this Agreement or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

L. **Default**. In the event that Company shall fail to remit any payment due to Authority under Paragraph 3 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Agreement and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 3 of this Agreement due and payable forthwith; or Authority may elect to terminate this Agreement and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Company therefor; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Company, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due Authority under this Agreement, in which event Company shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the

applicable laws of the State of Florida by reason of any such default. Company hereby expressly waives any notice of default from Authority as a prerequisite to surrender of possession of the Assigned Space, including, without limitation, the three-day notice provided for under Section 83.20, Florida Statutes

M. **End of Term**. At the end of the term or upon the earlier termination of this Agreement, Company shall deliver to Authority possession of the Assigned Space and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear excepted, and Company agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition; provided, however, in the event Company has caused any alterations or improvements to be made to the Assigned Space, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Company's cost and only with the prior express written approval of Authority in each instance), the Authority may elect, with respect to each such alteration or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Company's expense.

N. **Holding Over**. It is agreed that if Company, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Agreement (including a termination under Paragraph M hereof) without the prior written consent of Authority, then such tenancy shall be a tenancy-at-sufferance, the Authority shall be entitled to double the monthly rent specified in Paragraph 3 hereof, and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of Florida or the provisions of this Agreement.

O. **Costs and Attorneys' Fees**. In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses. In the event that the Company requests any amendment or change to this Agreement or the Authority's consent to any assignment hereof or subletting hereunder, Company shall pay the Authority's legal fees and costs associated therewith, including attorneys', paralegals' and legal support personnel fees, costs and expenses.

P. **Notice**. Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by electronic mail, or by hand, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Agreement or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by electronic mail, or by hand to the Office of the Chief Executive Officer, Orlando International Airport, Orlando, Florida, provided Company obtains a written acknowledgment of receipt therefor from Authority, by nationally

recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Greater Orlando Aviation Authority
Attention: Chief Executive Officer
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

or such other address as Authority may request from time to time.

Q. **Sums Paid by Authority**. If Authority has paid any sum or sums or has incurred any obligation or expense which Company has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional rent due hereunder and Company shall reimburse Authority therefor promptly upon demand.

R. **Interest on Sums Due Authority**. Any sums payable by Company to Authority under any provision of this Agreement which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

S. **Security Deposit**. If a security deposit is required under Paragraph 6 hereof, it is based on a minimum of three (3) months rent and taxes as applicable. Company shall deposit such sum with Authority upon execution of this Agreement, and such sum shall be retained by Authority as security for the faithful performance of Company's obligation hereunder and under all other agreements between the Company and Authority and all other obligations owed to Authority. At Authority's discretion, this amount may be increased or decreased based on Company's payment history. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Company, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Agreement. Following termination of this Agreement, any unapplied portion of the security deposit shall be returned to Company, without interest, within sixty (60) days. The Authority will not pay interest on any security deposit. The Authority reserves the right to increase the amount required for the security deposit in connection with any adjustment to space rental as contemplated in Paragraph 3 hereof.

T. **Turn-in Fee**. Under Paragraph 7 hereof, Company shall deposit such sum with the Authority upon execution of this Agreement, and such sum shall be retained by the Authority as a non-refundable turn-in fee to cover the cost of painting, patching and cleaning the floor covering (carpet or tile) within the Assigned Space. The amount of such turn-in fee will be computed by Authority's Maintenance Department based on a per square foot cost and shall be non-refundable.

U. **Brokerage Commissions**. Unless expressly provided otherwise herein, Company warrants that no real estate commission is payable by Authority to any person or entity in connection with this Agreement, and Company does hereby agree to indemnify, defend and hold completely harmless Authority from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Authority as a result of any claims therefor.

V. **Authority's Reserved Rights.**

(1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

(3) Company covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Company shall promptly consent in writing to such modifications.

W. **Discrimination Not Permitted.**

(1) **General Civil Rights Provisions**. Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

This provision obligates Company for the period during which the property is owned, used or possessed by the Company and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(2) **Compliance with Nondiscrimination Requirements**. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

i. **Compliance with Regulations**: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

ii. **Nondiscrimination**: The Company, with regard to the work performed by it during the Agreement, 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. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

iii. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

iv. **Information and Reports**: The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Aviation Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Aviation Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

v. **Sanctions for Noncompliance**: In the event of the Company's or a contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Aviation Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Company under the contract until the Company complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

vi. **Incorporation of Provisions**: The Company will include the provisions of subparagraphs one through six, above, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations,

and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Aviation Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Aviation Authority to enter into any litigation to protect the interests of the Aviation Authority. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

(3) **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- 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);
- 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);
- 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- 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;

- 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq)

X. **Federal Aviation Administration Requirements.**

(1) Company shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, 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, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Company expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Company expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect

the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Company also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

Y. **Foreign Trade Zone Requirements.**

If the assigned space is located within a building that is actively used for Foreign Trade Zone business, Company further covenants and agrees that it will be bound by the provisions of the applicable Tariff governing the operation of Foreign Trade Zone #42, including all changes and addenda thereto or reissues thereof, which such tariff is by reference made a part hereof.

Z. **Hazardous Materials.**

(1) **Definitions**. As used herein, the following terms shall have the meanings hereinafter set forth:

i. "**Environmental Laws**" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. "**Hazardous Materials**" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. "**Hazardous Material**" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. **Sections** 9601 et seq.) ("**CERCLA**"), and any successor statutes, as same may be amended from time to time, or pursuant to Chapters 376 and 403, Florida Statutes and any successor statutes, as same may be amended from time to time; any "hazardous waste" listed pursuant to **Section** 403.72, Florida Statutes, and any successor statutes, as same may be amended from time to time, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Company's Agreement**. Company agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Company may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(3) **Environmental Indemnity**. Company shall indemnify, defend and hold harmless the Authority and the City from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by Company of its obligations contained in subparagraph Z(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit**. Upon reasonable notice to Company, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Company's operations in the leased space or originating from the Company's leased space to determine whether Company has breached its obligations under subparagraph Z(2) above. Company shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Company.

AA. **Miscellaneous.**

(1) the paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Company's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Company hereunder, as such may from time to time be altered or amended in accordance with

the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) Company represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Company to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

(9) As required by Florida law, Authority hereby includes the following notifications as part of this Agreement:

> 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 public health unit.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, provides that:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor,

or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed in the convicted vendor list.

(10) Company hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted by the Authority and arising against Company under this Agreement, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Agreement.

(11) **Tax Exempt Status of the Authority's Revenue Bonds.** Company agrees to promptly comply with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Authority's capital expansion projects to be planned and constructed by the Authority with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Company and delivery to the Authority on the date of execution of this Agreement of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System in the Tax Election Form, attached hereto as Exhibit "C." Such exhibit shall be deemed to be a part of this Agreement and shall be binding upon Company, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

By:_____
Dayci S Burnette-Snyder
Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By:_____
Phillip N. Brown, A.A.E.
Chief Executive Officer

Date: 6/9/2020, 2020

ATTEST:

By:_____

Printed Name: Kelley Ciampoli

Title: Executive Assistant

AIRPORT TERMINAL SERVICES, INC.

By:_____

Printed Name: Sally A. Leible

Title: President & CEO

Date: 5/22/2020, 2020

OR

WITNESSES:

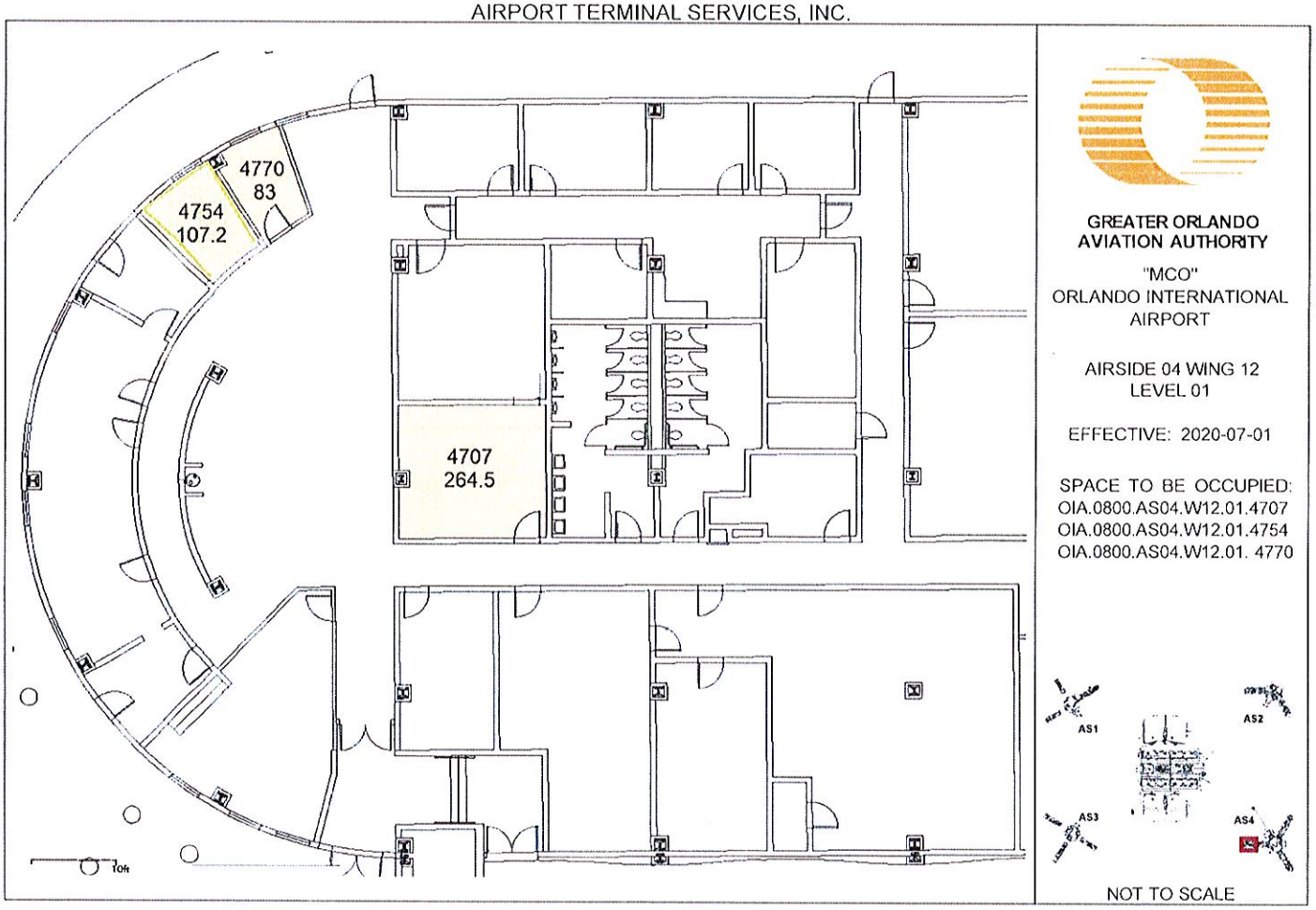
_____

Printed Name:_____

_____

Printed Name:_____

EXHIBIT "A" TO ATTACHMENT A
SPACE USE AGREEMENT
AIRPORT TERMINAL SERVICES, INC.



REV: 2020-05-15JM

EXHIBIT "B" TO ATTACHMENT A
SPACE USE AGREEMENT
AIRPORT TERMINAL SERVICES, INC.

Rental Rates PSF - FY2020 eff 10-01-2019

Enclosed	Unenclosed
$ 141.79	$ 3.00

A-1 Space to be Occupied

Location		Date	Tax	SF by Class of Space: Enclosed	SF by Class of Space: Unenclosed	Other	Rent (Applicable Sales tax not included): Annual Charge	Rent: Monthly Charge
OIA.0800.AS04.W12.01.4707	264.50						-	-
OIA.0800.AS04.W12.01.4754	107.20						-	-
OIA.0800.AS04.W12.01.4770	83.00	7/1/20	Y	455			64,514.45	5,376.20
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
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							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
Total				455	$ -	-	64,514.45	5,376.20

A-2 Space Rental Charge *Amounts may very slightly due to rounding when entered into our financial billing system.* **$ 64,514.45 $ 5,376.20**

A-5 Security Deposit **$ 17,100.00**

A-6 Turn-in Fee **$ 1,480.00**

Rev: 2020-05-15 JM

EXHIBIT "C" TAX ELECTION FORM

SPACE USE AGREEMENT

AIRPORT TERMINAL SERVICES, INC.

ELECTION BY LESSEE, SERVICE CONTRACTOR, MANAGEMENT CONTRACTOR OR OTHER CONTRACTING PARTY (the "Contracting Party") DESCRIBED IN I.R.C. §142 (b) (1) (B) NOT TO CLAIM DEPRECIATION OR AN INVESTMENT CREDIT WITH RESPECT TO SUCH PROPERTY

1. Description of Property:

New and expanded Terminal Facilities at Orlando International Airport, excluding only the equipment, trade fixtures and leasehold improvements which Contracting Party represents and warrants will be paid for with its own funds and not reimbursed by the Authority, such equipment, trade fixtures and leasehold improvements to be described on Schedule "A", executed by Contracting Party and the Authority and attached to this election promptly following completion of the Contracting Party's work.

2. Name, Address and Taxpayer Identification Number of the Contracting Party:

Airport Terminal Services, Inc.
940 Westport Plaza, Suite 101
St. Louis, MO 63146

Taxpayer Identification Number: 43-1688661

3. Name, Address and Taxpayer Identification Number of the issuing authority

Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32837-4399

Taxpayer Identification Number: 59-1696799

Construction of the Terminal Facilities was financed with tax exempt bonds. Therefore, the undersigned, a duly authorized official of the Contracting Party, hereby elects (pursuant to Section 142 (b) (1) (B) (i) of the Internal Revenue Code) not to claim depreciation or an investment credit with respect to its Assigned Space in the Terminal Facilities. This Election is being made in connection with the execution of a lease, service contract, management contract or other contract (the "Contract") pertaining to the Terminal Facilities.

Contracting Party's understanding is that this Election is irrevocable, and that this Election is binding on all successors in interest under the Contract regardless of whether the obligations issued to provide the Assigned Space in the Terminal Facilities remain outstanding. Furthermore, the Contract, and any publicly recorded document recorded in lieu of such

Contract, states that neither the Contracting Party nor any successor in interest under the Contract may claim depreciation or an investment credit with respect to the Assigned Space in the Terminal Facilities.

In addition, Contracting Party agrees that it shall not use any portion of the Assigned Space for office space or alternatively (and subject to the terms of its Contract with the Greater Orlando Aviation Authority), shall limit its use of any portion of the Assigned Space for such office space so that no more than a de minimis amount (not more than five percent (5%)), if any, of the functions to be performed in such office space will not be directly related to the day-to-day operations either at the Assigned Space or more generally at Orlando International Airport. Contracting Party agrees that this provision shall be binding upon any assignees, sublessees or other successors in interest.

The issuing authority is being provided with a copy of this Election concurrent with its execution. In addition, the issuing authority and the Contracting Party will retain copies of this Election in their respective records for the entire Term of the Contract.

AIRPORT TERMINAL SERVICES, INC.

By: _____

Printed Name: SALLY A LEIBLE

Title: PRESIDENT / CEO

Date: MAY 22, 2020

<u>SCHEDULE "A" TO EXHIBIT "C"</u>

SPACE USE AGREEMENT

AIRPORT TERMINAL SERVICES INC.

Equipment, Trade Fixtures and Leasehold Improvements Constructed by Contracting Party