

**LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND SITA
INFORMATION NETWORK COMPUTING USA INC.
PENSACOLA INTERNATIONAL AIRPORT**

THIS LEASE AGREEMENT (“Lease” or “Agreement”) dated this ___ day of _____, 20 ____, by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida , whose mailing address is 222 West Main Street, Pensacola, Florida 32502 (“City”) and SITA Information Networking Computing USA Inc. (“SITA NV/BV” or “Lessee”), a Foreign Profit Corporation, whose mailing address is 3100 Cumberland Boulevard, Suite 900, Atlanta Georgia 30339, (each at times hereinafter referred to as a “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (“Airport”); and

WHEREAS, the Airport provides Commercial Air Service to the traveling public through various commercial airlines serving the region; and

WHEREAS, SITA NV/BV provides the radio equipment used by the airlines to allow air-ground-air communication services to the aircraft; and

WHEREAS, SITA NV/BV, as Lessee, desires to lease from the Airport, and the Airport desires to lease to the Lessee space within the Terminal Building to house such radio equipment; and

WHEREAS, it is in the best interest of the City to enter into this Lease.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements and the payment of money herein contained, the City and Lessee do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

Section 1. Recitals.

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Lease.

Section 2. Leased Premises.

The City hereby leases to Lessee and Lessee hereby leases from City approximately ten (10) square feet of floor area in the Pensacola International Airport terminal building’s first level police area (hereinafter referred to as “Leased Premises”) as more accurately shown on Exhibit A attached hereto and incorporated by this reference.

Section 3. Grant of Use.

The City hereby grants the Lessee the right to use the Leased Premises for the installation and operation of radio equipment used to provide air-ground-air communication services to the airlines serving the Airport. Lessee shall not use, nor permit others to use, the Leased Premises for any purpose other than the services and activities authorized by the Lease unless the City authorized Lessee in writing to use the Lease Premises for said additional purposes.

Section 4. Term and Renewal.

Subject to earlier termination as may be provided here, the term of this Lease shall commence on _____, 20____ (“Commencement Date”) and shall continue for a period of five (5) years terminating at midnight on _____, 20_____.

City reserves the right to renew this Lease, at the sole discretion of the City and under terms and conditions to be determined by the City, for five (5) additional one (1) year terms. If the City chooses to exercise its right to renew this Lease, the Lessee shall be notified in writing of the terms and conditions to which the City shall exercise this right ninety (90) days before the expiration of the Lease. The Lessee shall have the choice as to whether to accept the City’s proposal or allow the Lease to expire and shall so notify the City in writing within thirty (30) days of receipt of City’s proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Lessee to accept such proposal from the City.

Should Lessee continue to provide the services upon the expiration of the term, or any extension thereof, without notice of cessation or termination by City, said continuation shall be deemed a month-to-month renewal of this Lease terminable by City, without cause, upon thirty (30) days written notice to Lessee.

Notwithstanding any other provision of this Lease, the City shall have the absolute right during the initial term and any renewal terms thereafter to terminate this Lease upon ninety (90) days of issuance of written notice to the Lessee for convenience in the sole discretion of the City. Upon ninety (90) days of issuance of written notice to the Lessee, Lessee shall cease all services and vacate the Airport.

Section 5. Rentals, Fees & Charges.

Lessee acknowledges and agrees that the City must assess fees to all entities using space at the Airport. The Lessee shall pay to the City, for the right to install and operate the radio equipment in accordance with the terms and conditions of this Lease, a monthly rental of Five Hundred Dollars (\$500.00) payable in advance on or before the first day of each month for which they are due without invoicing notice, demand, deduction or set-off. Payments required under this Agreement which are not received when due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest and then to principal.

The lease shall provide at a minimum the following information:

- The frequency of the invoices shall match the frequency of the rental payments, i.e. monthly payments shall generate monthly invoices, annual payments shall generate annual invoices, all to include charges for the entire period and so on.
- The document from the City shall clearly state that it is an “Invoice” and not a “statement” or other descriptor.
- Each invoice shall have a unique invoice number.
- The invoice shall be addressed to the Lessee entity and address as defined below for all notices.
- The stated payment amounts due shall be clearly indicated.
- A description of the payment type or reason for the charge shall be included in close proximity to each payment amount listed on the invoice to allow a reader to review and understand each charge listed on the invoice.
- The document the City provides shall be in either electronic PDF format, or physical hardcopy, as mutually agreed between the parties.

TIMELY BILLING: Lessee shall have no payment obligation for invoices submitted more than 24 months after the rent period in question.

Section 6. CPI-U Adjustment to Rent.

The monthly rental amount shall be adjusted with the first renewal, if the City chooses to exercise its right to renew the Lease, in direct proportion to the percentage increase, if any, in the National Consumer Price Index for Urban Consumers (CPI-U) for the previous five years using _____ and _____ as the beginning and ending dates.

Section 7. Improvements:

During the term of this Lease, Lessee shall have the right to construct, at its own expense, improvements, alterations, or additions to the Leased Premises to facilitate and further the authorized usage of the Lease Premises, provided that:

- a. The proposed improvements and alterations are submitted to the City for its prior review;
- b. The City determines, in its sole discretion (which discretion shall be reasonable applies), that the proposed improvements and alterations will be consistent with the Airport’s Master Plan, land use plan and architectural design and quality of construction in effect at the time of construction; and
- c. The improvements, alterations, and additions are to be constructed by State of Florida qualified and licensed contractors and subcontractors.

The City has the right to review proposed improvement plans and veto such plans if the plans are inconsistent with the airport development plans or construction quality and design control pursuant to the standards set forth above. If the City does veto said improvement plans and the Lessee thereafter constructs the improvements, the improvements shall be commissioned and constructed at Lessee’s sole initiative and behest, and nothing herein shall be construed as an authorization by City to Lessee to construct the improvements, or as an agreement by City to be responsible for paying for

such improvements. Neither the Leased Premises nor the City's interest in said Leased Premises or any improvements constructed hereon, shall be subjected to a mechanic's lien pursuant to Florida law for any improvements constructed by Lessee hereunder.

Where the cost of improvements exceeds One Hundred Thousand Dollars (\$100,000.00), the City may require Lessee to post a bond or other security acceptable to the City guaranteeing payment for construction of the improvements, as a condition precedent to the commencement of construction of the improvements.

Lessee shall be responsible for assuring that all of the improvements, alteration and additions to the Leased Premises are constructed in accordance with applicable local, state and federal law. Lessee shall reimburse the City for all costs and expenses that the City incurs:

- a. As a result of the fact that the improvements, additions, or alterations do not comply with local, state, and federal law;
- b. In defending against, settling, or satisfying any claims that the City is responsible for paying for improvements commissioned by Lessee hereunder; or
- c. In defending against, settling, or satisfying any mechanic's lien claims, asserted as a result to unpaid-for improvements commissioned by Lessee hereunder.

Should Lessee construct improvements, alterations, or additions without fulfilling its obligations hereunder, Lessee shall remove said improvements, alteration, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified.

Section 8. Maintenance, Repairs, Utilities and Cleanliness:

Utilities:

During the term of this Lease, City shall provide, at its expense, existing power, air conditioning, and heating to the Leased Premises. The City shall not be obligated to provide for any extension, customization, modification or enhancement of these utilities, or to provide for the installation of any other utilities. The Lessee, at the Lessee's sole cost and expense, shall arrange for the extension of these utilities as needed. Throughout the term of this Agreement, the Lessee shall not disturb or render any utility lines inaccessible, and shall be liable for any consequences of disturbing City provided utilities.

The City shall not invoice the Lessee for power, air conditioning and heating. Lessee shall pay, at Lessee's expense, and remain solely liable for, any telephone services or other permitted utilities in the sole discretion of the Airport Director, within the Leased Premises. Lessee shall obtain and maintain separate accounts for Lessee's utilities as described in this paragraph in Lessee's name only, and is prohibited from obligating in any way

the City on such accounts. Any violation of this provision by Lessee shall be a material breach of this Lease.

The City reserves the right to install, maintain, repair, replace, or remove and replace any utility lines for or about the Leased Premises, along with the right to enter the Leased Premises in order to accomplish the foregoing, provided, however, that City shall take reasonable precautions to avoid the disruption of the Lessee's services under this Lease.

Maintenance:

During the term of this Lease, the City shall provide, at its expense:

1. Structural repairs to the roof, floor, exterior walls and windows of the Terminal building.
2. General maintenance and upkeep of the Terminal building's interior common use area and external area. The City agrees to keep and maintain in reasonable condition all trunk water and sewer mains, supply mains and electrical power to the Leased Premises.

City shall have reasonable opportunity to commence repairs. Lessee is obligated to mitigate damage to Lessee's property until the City has had time to repair. City shall not be liable to Lessee for damage until City has had a reasonable time to perform repairs.

Lessee, at Lessee's sole expense, shall perform all preventive maintenance and ordinary upkeep and nonstructural repair of the Leased Premises and equipment, including but not limited to fixtures, doors, floor coverings, and walls (painting and wall covering). Lessee shall be required to keep all such areas in good operating condition and repair at all times.

Custodial:

During the term of this Lease, the City shall provide, at its expense, custodial services for the non-leased public areas of the Terminal Building and pest control services for Leased Premises and the adjacent areas, provided however, any lapse in such services provided outside of the Leased Premises shall not be considered a breach of this Lease.

Lessee shall keep all of Leased Premises in the Terminal Building used in the course of its normal daily operations, in a neat, clean, safe, sanitary and orderly condition at all times; that it will keep such areas free at all times of all paper, rubbish and debris. Lessee shall deposit all trash and debris resulting from its operations in its space in containers approved by the City.

Lessee shall provide, at its own expense, to the satisfaction of the Airport Director janitorial and cleaning services and supplies for the maintenance of the Leased Premises. Lessee shall keep and maintain the space in a clean, neat, and sanitary condition and attractive appearance.

General:

Should Lessee fail to maintain the space in conformance with the terms and conditions of this article within a period of thirty (30) calendar days following written notice of such failure (or for those items that cannot be reasonably cured within thirty (30) days, Lessee fails to undertake action to cure and diligently pursue such cure), the City expressly may take any action to cure said failure and Lessee shall reimburse City's cost for such actions plus a ten percent (10%) administrative charge.

Section 9. Signs:

Lessee shall not permit signs, logos, or advertising displays placed or erected in any manner upon the Leased Premises, or in or on any improvements or additions on the Leased Premises, without the prior written approval of the Airport Director. Signs identifying Lessee shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.

Section 10. Damage to the Airport:

Lessee shall be liable for any damage to the Airport, including any improvements and additions thereon, caused by Lessee, its Board members, officers, agents, employees, contractors, subcontractors, assigns, subtenants or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Lessee is liable shall be made by Lessee unless the City reasonable determines that it is more appropriate for the City to make the repairs; in such case the City shall make the repairs at Lessee's expense. All repairs for which Lessee is liable and which are not undertaken after the City has given Lessee notice to do so shall be performed by the City, in which event Lessee shall reimburse the City for the cost thereof, plus a ten percent (10%) administrative charge, and said amount shall be due by the 10th day of the following month.

The City shall not be liable to Lessee, the Lessee's employees, patrons, or vendors for any damage to their merchandise, trade fixture, or personal property caused by wind, water (including leakage from the roof, water lines, sprinkler, and heating and air conditioning equipment), steam, sewage, snow, ice, gas, bursting or leaking of pipes or plumbing or electrical causes, unless the damage is proved to be the result of gross negligence of the City.

Section 11. Taxes and Assessments:

Lessee shall pay all property taxes; personal property taxes; all sales and other taxes measured by or related to the lease payment hereunder; all license fees; and any and all other taxes, charges, imposts, or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities, or that become a lien upon Lessee, the City, or the Leased Premises, by reason of this Lease or Lessee's activities in, or improvements upon, the Leased Premises pursuant to this Lease.

The City warrants and represents that it shall not impose any taxes, assessments, or charges upon Lessee during the term of this Lease and any extensions thereof except those imposed on all other businesses operating in the City of Pensacola. Lessee shall have the right, by giving written notice to City of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge or assessment becomes delinquent. At Lessee's request, the City may join in such proceedings. The expenses of such proceeding, including all of the City's costs and fees incurred in protecting its own interests in such proceeding and in assisting Lessee in such proceeding, shall be paid by Lessee irrespective of whether the City participates in such proceeding.

Section 12. Insurance and Indemnification:

General:

The Lessee shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Lease is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The Lessee and the City understand and agree that the minimum limits and types of insurance herein required may become inadequate during the term of the Lease. The Lessee agrees that it will increase or change such coverage as required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

Insurance Requirements:

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

A. Worker's Compensation:

The Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person-accident, \$100,000 each person disease, \$500,000 aggregate-disease.

B. Commercial General, Automobile, and Umbrella Liability Coverages:

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

1. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this specific contract, as well as personal injury liability and broad form property damage liability. The coverage shall be written on an occurrence-type basis.

2. Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

3. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Certificates of Insurance:

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If

required by the City, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, Jackets and other items forming a part of, or relating to such policies. The Lessee may black-out any proprietary or salary information included in any policy required under this agreement that is requested by the City. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Airport Administration and Contracts Manager, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

Insurance of the Contractor Primary:

The Lessee's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the agreement.

Loss Control and Safety:

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Lessee for the protection of all persons, including employees, and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

Hold Harmless:

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and

costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and persons employed or utilized by the Lessee in the performance of this agreement. The Lessee's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance

Pay on Behalf of the City:

The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Section 13. Default and Remedies:

- A. The following shall constitute defaults by the Lessee:
 1. The failure to pay rent or any other monies owed hereunder when due or within thirty (30) days after written notice;
 2. Any other failure in the performance of any covenant or obligation required by this Lease;
 3. The acquisition of Lessee's interest in this Lease by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter;
 4. The adjudication of Lessee as bankrupt; Lessee's general assignment for the benefit of creditors; the utilization of the benefits of any insolvency act; or the appointment of a permanent receiver or trustee in bankruptcy for Lessee's property if the appointment is not vacated within ninety (90) days;
 5. Abandonment of Lessee's operations, which shall be defined as Lessee's failure to conduct regular or continuing operations on the Lease Premises as defined in accordance with the requirements of this Lease for one (1) month.

- B. If Lessee defaults, the City may utilize any one or more of the following remedies against Lessee. These remedies shall be considered cumulative and not in the alternative:
 1. The City may sue for all damages incurred by City excluding indirect, incidental damages, Consequential damages and reasonable fees;
 2. The City may terminate this Lease and, at the option of the City, any other agreement in effect between the City and Lessee. The termination of these agreements, however, shall only be effective upon written notice of same provided by City to Lessee. In no event shall this Lease be construed to be terminated unless and until such notice is provided. The termination may be effective thirty (30) days from provision of said

notice, or at any other time thereafter specified in the notice. If this Lease is terminated, Lessee shall continue to be liable for the performance of all terms and conditions and the payment of rents when due hereunder prior to the effective date of said termination in addition to all damages, including reasonable fees and other expenses of collection incurred as a result of any default.

3. The City may utilize any other remedy provided by law or equity as a result of Lessee's default.
4. In the event of a bankruptcy filing by or on behalf of Lessee as debtor, the parties hereto agree that this Lease shall be construed to be a nonresidential lease of real property subject to treatment in accordance with 11 U.S.C., Section 365(d).

Section 14. Compliance with Rules and Regulations:

Lessee shall conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, and City and Airport rules, regulations and policies all of which may apply to the services to be performed.

Lessee shall obtain and maintain in force all licenses, permits, and other certificates required by Federal, State, County, or municipal or Airport authorities for operation under the terms of this Lease.

Lessee shall observe all security requirements of Transportation Security Administration 49 CFR 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents, and guests observe these requirements.

Should City incurs any costs, fees, fines or penalties imposed by as a result of the acts or omissions of Lessee under this Section 14, Lessee shall pay or reimburse the City upon demand by the Airport Director in accordance with such demand notice for all such monies.

Lessee acknowledges the Airport is a secure and significant facility and as such Lessee shall not through any act or omission cause even the risk of fire, slippage or other hazard whatsoever, or cause any hazard to persons, or property, or obstruct or interfere with the rights of any other Airport tenants, or in any way injure or annoy Airport tenants, or any act or omission which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. Any breach of this paragraph shall be a material breach of the Lease and City expressly may immediately take any action in the sole discretion of the Airport Director to secure correction of such risk exposure, and thereafter Lessee shall pay or reimburse the City upon demand by the Airport Director in accordance with such demand notice for all costs to the City.

Section 15. Inspection:

The City and its authorized officers, employees, agents, contractors, subcontractors, and other representative shall have the right to enter upon the Lease Premises and any improvements and alterations thereon for the following purposes:

1. To inspect such premises to determine whether Lessee has complied and is complying with the terms and conditions of this Lease Agreement.
2. To perform maintenance and make repairs in any case where Lessee is obligated by has failed to do so.
3. In the exercise of City's police powers.

Section 16. Quiet Enjoyment:

The City represents that upon payment of rents when due and upon performance of all other conditions herein, Lessee shall peaceable have, possess and enjoy the Leased Premises without hindrance or disturbance from the City.

Section 17. Non-Discrimination:

Lessee, for itself, its personal representative, successors in interest, assigns and subtenants, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Lease Premises and any improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin, or disability shall be subjected to discrimination in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services therein; and (3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Lessee shall furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof and it shall charge fair, reasonable, and non-discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

Lessee shall make its accommodations and/or services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, sex, age, national origin, or disability.

Non-compliance with the above paragraphs, after written findings, shall constitute a material breach thereof and in the event of such non-compliance, the City shall have the right to terminate this Lease Agreement and the estate hereby created without liability, therefore, or at the election of the City of the United States, either or both said governments shall have the right to judicially enforce above paragraphs.

Section 18. Authorization:

The City represents that it has the authority to enter into this Lease and grant the rights contained herein to Lessee.

If Lessee is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner of said partnership; (2) his/her execution of this Lease is in the usual course of the partnership's business; and (3) by his/her execution of this Lease the partnership shall be deemed a signatory to this Lease in the same fashion as if all of the general partners of the partnership had executed this Lease.

If Lessee is a corporation, the undersigned warrants and represents that (1) he/she is an agent or officer of the corporation; (2) he/she is authorized to execute this Lease on the corporation's behalf; and (3) the corporation shall be bound as a signatory to this Lease by his/her execution of this Lease.

Section 19. No Waiver By City:

A failure by City to take any action with respect to any default or violation by Lessee of any of the terms, covenants, or conditions of this Lease shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Lease shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Lease to terminate this Lease for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 20. Notices:

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices to the City shall be mailed to:

Airport Director
Pensacola International Airport
2430 Airport Blvd., Suite 225
Pensacola, Florida 32504

With an additional copy to:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to Lessee shall be mailed to:

The parties from time to time may designate in writing changes in the address stated.

Section 21. Relationship of Parties:

It is understood that the City is not in any way or for any purpose partner or joint venture with, or agent of, Lessee in the use of the Leased Premises for any purpose.

Section 22. Partial Invalidity:

If any term or condition of this Lease or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Lease and the application of such term, covenant, or condition to persons or events other than those to which it is held unenforceable shall not be affected, and each term, covenant and condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 23. Successors:

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

Section 24. Assignment:

Lessee shall not assign its interest herein without the written consent of the City. The City's consent shall not be unreasonably withheld. Notwithstanding the foregoing, the City acknowledges and agrees as follows:

- (i) Lessee has multiple existing commercial entities, either new or existing, that may ultimately hold responsibility for all performance under this Agreement; and
- (ii) the City agrees that Lessee may assign this Agreement to any such existing or new commercial entity upon its formation, provided, however, that the existing or new commercial entity assumes all of the rights and responsibilities of Lessee without exception, upon any such assignment.

Section 25. Sublease:

Lessee may not sublease all or any portions of the Leased Premises, all or any portion of any improvements thereon, without first obtaining the written approval of the City for the sublease. Any sublease must be in writing and be made subject to the terms and conditions of this Lease. In addition, before any sublease becomes effective, the subtenant must execute an Agreement with the City, in a form and for a rental amount acceptable to the City, by which the subtenant is authorized to do business on the Airport.

Section 26. Surrender Upon Termination:

Upon the expiration or sooner termination of this Lease, for any reason whatsoever, Lessee shall peaceably surrender to the City possession of the Leased Premises. Lessee warrants to City that any and all improvements, alterations, or fixtures previously constructed by Lessee shall remain free and clear of any claims or interests of Lessee,

Lessee's contractors or subcontractors, creditors, invitees, or any other third party. Should Lessee violate this provision, without waiver of other action by City for City's own benefit, Lessee shall pay to remove any encumbrance, lien or debt associated with Lessee's occupation of the Leased Premises and hereby warrants that Lessee shall hold the City harmless therefrom.

Lessee shall have fifteen (15) days from date of expiration or sooner termination of this Lease to remove from the Leased Premises all fixtures, improvements and personal property belonging to Lessee. The City shall be entitled to a reasonable rental from Lessee for the use of the Leased Premises for Lessee's personal property, fixtures and improvements until such time as Lessee removes said personal property, fixtures and improvements from the Leased Premises. Furthermore, the City may remove Lessee's fixtures or personal property and place them into storage on Lessee's behalf and at Lessee's cost and expense, until such time as Lessee notifies the City in writing that it does not desire said fixtures and personal property, or upon the running of fifteen (15) days from the expiration or sooner termination of the Lease, whichever event first occurs.

Title to all personal property not removed by Lessee from the Leased Premises or claimed from storage within thirty (30) days of the expiration or sooner termination of this Lease shall be subject to the City taking ownership of such personal property, without payment by the City to the Lessee of any compensation whatsoever, and said personal property shall thereafter be owned by the City free and clear of any claim or interest by Lessee or of any mortgagee or any third party whose position was derived from or through Lessee.

Section 27. Lawful and Reasonable Use:

Lessee may not do anything in or upon the Leased Premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Airport Director may inform Lessee of such violation and set a date for abatement.

Section 28. Substitution of Premises:

Subject to subparagraph below, Lessee understands and agrees that the City has the right to take all or any portion of the Leased Premises, and any additions, alterations, or improvements thereon, should the City, in its sole discretion, determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes. If such action is taken, the City may substitute comparable areas within the Terminal Building, or any additions or extensions thereof, brought to the same level of improvement to the area taken. The City shall bear all expenses of bringing the substituted area to the same level of improvements as the area taken, and of moving Lessee's improvements, equipment, furniture and fixtures to the substituted area. If any of Lessee's improvements, equipment, furniture, or fixtures cannot be relocated, the City shall replace, at its own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-

relocated improvements and other property, free and clear of all claims of any interest or title therein by Lessee, or any mortgagee or other third party. It is the specific intent of this paragraph that Lessee be placed, to the extent possible, in the same position it would have been had the City not substituted new premises for the Leased Premises, provided, however, that the City shall not be obligated to reimburse Lessee for lost profits or revenues due to such substitution.

Nothing in the paragraph above shall be construed to adversely affect the City's rights to condemn Lessee's leasehold rights and interests in the Leased Premises, and improvements thereon, should City, in its sole discretion, determine that it requires all or any portion of the leased Premises, and improvements thereon, for other Airport purposes. The City may exercise the leasehold condemnation rights in lieu of the City's substitution rights set forth in the paragraph above. In the event the City proceeds by way of condemnation, the paragraph above shall not apply, and Lessee shall be entitled to compensation for its leasehold interests in that portion of the Leased Premises, and improvements thereon, so taken, in accordance with applicable Florida condemnation law.

Section 29. Subordination:

This Lease shall be subordinate to existing and future Airport Bond Resolutions. This Lease shall also be subject to and subordinate to agreements between the City and State and Federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the City for Airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Airport Act of 1958, as it has been amended from time to time. Any agreement hereafter made between the City and the United States will not be inconsistent with rights granted to Lessee herein.

Section 30. Force Majeure:

Neither the City nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstance for which it is not responsible or which is not within its control.

Section 31. Relationship of Parties:

Lessee represents and warrants Lessee is not in any way or for any purpose a partner or joint venturer with or agent of the City. Lessee shall act as an independent contractor in the performance of its duties pursuant to this Lease.

Section 32. Governing Law:

This Lease is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Lease.

Section 33. Venue.

Venue for any claim, actions or proceedings arising out of this Lease shall be Escambia County, Florida.

Section 34. Holding Over:

If Lessee remains in possession of the Leased Premises after the expiration of the Agreement without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of the Lease but shall create only a tenancy from month-to-month which may be terminated at any time by the City upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this Lease.

Section 35. Headings:

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Lease and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

Section 36. Entire Agreement:

This writing, together with all the attached exhibits, constitutes the entire agreement of the parties. This Lease supersedes all prior agreements, if any, between the City and Lessee, and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Lease shall not be modified except in writing, signed by the City and Lessee.

Section 37. Consents and Approvals:

Where this Lease requires approval from the City, prior written approval from the Airport Director shall be considered to fulfill such requirements.

Section 38. Time Is Of The Essence:

Time is of the essence with this Agreement.

Section 39. Public Records Act.

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 40. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 41. Counterparts.

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

Attest:

City of Pensacola,
a Florida municipal corporation

Ericka Burnett, City Clerk

By _____
Grover C. Robinson, IV, Mayor

Inc.

SITA Information Networking Computing USA

Attest:

By: _____
Printed Name _____
Title _____

Corporate Secretary

Legal in form and execution:

Approved as to Substance:

By _____
City Attorney

By _____
Airport Director

Witness:

Printed Name: _____

Witness:

Printed Name: _____

Attachment "A"

PUBLIC RECORDS: Lessee shall comply with Chapter 119, Florida Statutes. Specifically, Lessee shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following the completion of the Lease if Lessee does not transfer the records to the City.
- D. Upon completion of the Lease, transfer, at no cost, to the City, all public records in possession of Lessee or keep and maintain public records required by the City to perform the service. If Lessee transfers all public records to the City upon completion of the Lease, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of the Lease, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Lessee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Lease by the City.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A LEASED PREMISES

