

FIRST AMENDMENT TO LEASE AGREEMENT
(PARCELS 9, 32 and 33)

THIS IS A FIRST AMENDMENT TO LEASE AGREEMENT, which Amendment is entered into on _____, 2018 ("Effective Date), among:

THE CITY OF FORT LAUDERDALE, a municipal
corporation of Florida, referred to as "Lessor" or "City"

and

SHELTAIR FXE NORTHSIDE. LLC, a Florida
limited liability company, referred to as "Lessee".

WHEREAS, pursuant to Resolution No. 15-236, adopted at its meeting of October 20, 2015, the City Commission of City authorized the City Manager to approve and execute a Lease Agreement with Lessee for the lease of Parcels 9, 32 and 33 at Fort Lauderdale Executive Airport (hereinafter "Airport");

WHEREAS, said Lease was executed by and between the Lessor and Lessee dated October 29, 2015 ("Lease") and documented by that certain Memorandum of Lease dated October 29, 2015 and recorded on October 30, 2015 as Instrument No. 113319585 in the Public Records of Broward County, Florida ("Memorandum of Lease");

WHEREAS, the Lessor and Lessee have acknowledged that an additional portion of land is required to be added to the western boundary of Parcel 32 (as further described below and depicted on Revised Exhibit "A" attached hereto), which addition will allow for the full site and building development for the entire Premises by Lessee in a way determined by the Lessor to be in the better economic interests of the Airport;

WHEREAS, Lessor has also determined it would be in the best interests of the Airport to construct a required infield storm water management, transit, drainage and retention system for use by multiple parcels and Airport leaseholds/tenants, including, but not limited to, the Lessee ("Offsite Infield Drainage"), to meet the mandated storm water management system and drainage needs of the Airport, the location of which shall be as set forth on Exhibit "F" attached hereto;

WHEREAS, Lessee has been delayed in effectively pursuing the full development of the Premises as originally intended by the Parties by that certain lawsuit styled *CPC Finance II, LLC, a Florida limited liability company v. Sheltair FXE Northside, LLC*, VIP Completions LLC, City of Fort Lauderdale, and Free Trade Ltd., pending in the 17th Judicial Circuit in and for Broward County, Florida, Case No. 15-019807 (07) ("Lawsuit") which constituted an event of force majeure as defined in Section 7(z) of the Lease; and

WHEREAS, the Parties have agreed to toll certain timelines and/or amend certain terms of the Lease, all as set forth in more detail below.

In consideration of the mutual promises and covenants contained in this First Amendment, and other good and valuable consideration, receipt of which is acknowledged, it is agreed between Lessor and Lessee that the Lease as described above, is amended as follows:

1. RECITALS. The foregoing recitals are correct and are incorporated into this First Amendment.
2. SECTION 3, entitled DEFINITIONS, SUBSECTION (q) Premises. Exhibit "A" depicting the Premises as attached to the Lease shall be replaced with Revised Exhibit "A" attached hereto. All references to Exhibit "A" in the Lease shall now mean and refer to the Revised Exhibit "A" as attached hereto.
3. SECTION 4, entitled TERM. Section 4 shall be modified as set forth below:

The parties acknowledge and agree that the Term of this Lease Agreement shall commence on November 1, 2015 ("Commencement Date") and shall terminate thirty (30) years from the Effective Date of this First Amendment, unless sooner terminated as provided in this Lease.

The Construction Deadline set forth in Section 4 is hereby extended to be twenty-four (24) months from the Effective Date of this First Amendment.

4. SECTION 8, entitled RENT. Subsection 8(2) shall be deleted in its entirety and replaced as follows:

(2) Base Rent increases as to Parcels 32 (as now revised) and 33.

Commencing on April 1, 2018 and applicable through the earlier of: (i) April 1, 2020 or (ii) receipt of a Final Certificate of Occupancy for the last of the Required Lessee Improvements on the Premises ("CO Rent Trigger"), the Base Rent shall be increased by an amount equal to \$0.185 psf for Parcels 32 and 33. At 304,781 sf for Parcels 32 and 33, the Base Rent will increase by a total of \$56,384.48 per annum for this period. This Base Rent amount attributable to Parcels 32 and 33 shall not be subject to the otherwise applicable annual rent adjustment set forth in Section 8(b) for the lease year 2018-2019.

In the event the CO Rent Trigger has not occurred by April 1, 2020 then commencing on April 1, 2020, the Base Rent shall be further increased by an amount equal to an additional \$0.185 psf for Parcels 32 and 33 (or a total cumulative increase since April 1, 2018 of \$112,768.98). This Base Rent amount for Parcels 32 and 33 shall not be subject to the otherwise applicable

annual rent adjustment set forth in Section 8(b) for the lease year 2019-2020 but shall thereafter be subject to rent increases including under Section 8(b) and (c) starting, April 1, 2021.

In the event the CO Rent Trigger occurs at any time between April 1, 2018 and April 1, 2020 commencing on the 1st day of the immediately subsequent month after the CO Rent Trigger has occurred, the Base Rent shall increase to equal a total of \$0.37 psf for Parcels 32 and 33. At 304,781 sf for Parcels 32 and 33, the Base Rent will therefore increase to equal a total of \$112,768.98 per annum for Parcels 32 and 33. Irrespective of the date the CO Rent Trigger occurs, the first date the Base Rent for Parcels 32 and 33 will be subject to further increases under Section 8(b) or (c) will be April 1, 2021.

5. SECTION 38 entitled BUILDING REQUIREMENT AND CONCEPTUAL SITE PLAN REVIEW. The deadline set forth in Section 38 for Lessee to submit a building permit application to the City was extended by agreement of the parties and was timely complied with by the Lessee.
6. SECTION 39, entitled CONSTRUCTION CONTRACTS BONDS, CONTRACT PROVISIONS, SUBSECTIONS (a), (b) and (c). Section 39, entitled Construction Contracts Bonds, Contract Provisions, Subsections (a), (b) and (c) are hereby amended to state as follows:

- (a) Lessee agrees that prior to commencing any work or construction on the Premises or the Offsite Infield Drainage, the Lessee shall require the contractor building the improvements or the Offsite Infield Drainage to maintain at all times a valid construction bond and a valid labor and material bond, which shall be in an amount not less than the amount covering the full amount of the work performed and in accordance with the requirements of Section 255.05, Florida Statutes (2017), as amended. Each bond must guarantee to the City the completion of the work being performed by the contractor as well as full payment of all suppliers, materialmen, laborers or subcontractors employed in completing the improvement or Offsite Infield Drainage.
- (b) Lessee agrees to include the following provisions in any contracts it enters into with contractors in connection with the construction and completion of any improvements to the Premises or the Offsite Infield Drainage:

[Subparagraphs (1) through (4) remain the same]

- (c) Lessee agrees to include the following insurance provisions in any contracts it enters into with contractors in connection with the construction and completion of any Improvements to the Premises or the Offsite Infield Drainage, and Lessee further agrees to provide the City, prior to commencement of any Improvements or the Offsite Infield Drainage,

certificates of insurance evidencing the contractor's compliance with this Paragraph:

[Subparagraphs (1), and a. through d. remain the same]

7. SECTION 50, entitled NON-DISCRIMINATION. Section 50, entitled Non-Discrimination is hereby deleted in its entirety and replaced with the following:

50. NON-DISCRIMINATION.

(a) The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, 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. This provision obligates the Lessee, its heirs, personal representatives, successors in interest, and assigns for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property, real property or interest therein, structures or improvements thereon, this provision obligates the Lessee for the longer of the following periods:

(1) The period during which the property is used by the Lessor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(2) The period during which the Lessor or any transferee retains ownership or possession of the property.

(b) The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended from time to time.

(c) The Lessee for itself, its heirs, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color,

or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any Improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Lessee shall use the Premises in compliance with all other requirements of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination 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.

(d) In the event of a breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease pursuant to the default provisions of the Lease and re-enter the Premises as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal rights.

(e) The Lessor is granted the right to take such action, anything to the contrary in this First Amendment notwithstanding, as the United States may directly enforce this nondiscrimination covenant.

8. SECTION 62, entitled OFFSITE INFIELD DRAINAGE. The Parties acknowledge that certain storm water drainage conditions exist at the Airport that affect in part the Lessor's ability to maximize development at the Airport, including without limitation the ability to fully maximize development at and near the Premises. Given the imminent development/construction by Lessee of the Premises, the Lessee's reputation, integrity, financial capability and history of performance as to its obligations with the Airport, and the approval of this Amendment at a regularly noticed meeting of the Commission, it is agreed that:

- a. Lessee shall construct the Offsite Infield Drainage in accordance with the plans and specifications approved by the Lessor, and subject at all times to the reasonable supervision and approval of Lessor. Lessee shall advance the actual construction costs of the Offsite Infield Drainage, which shall include all "soft" and/or design costs, professional and/or permitting fees, subject to full reimbursement of all costs by Lessor as set forth in Subsection below. The design and construction of the Offsite Infield Drainage will be done by licensed contractors and design professionals, approved by the City.
- b. The design and construction of the of the Offsite Infield Drainage shall comply with all building code, FAA and other applicable requirements, and shall be subject to inspections by City inspectors.

- c. Lessee shall follow all of the competitive selection, procurement, bonding, insurance, Florida Sunshine law, FAA and other requirements that would otherwise be followed by the City in connection with the construction and design of the Offsite Infield Drainage System that are contained in Sections 2-181 of the Code of Ordinances of the City of Fort Lauderdale, Sections 255.05, 255.0525 and 287.055, Florida Statutes (2017), as amended, and the City of Fort Lauderdale's Procurement Manual. Lessee also agrees to follow all directives of the City with respect to the design and construction of the system.
- d. Lessee shall include the provisions contained in Ex. H in any bid documents for the construction and design of the Offsite Infield Drainage.
- e. Lessee shall include the provisions contained in Ex. I in any contract documents with design professionals and contractors in connection with the Offsite Infield Drainage.
- f. The Lessee shall take out all necessary permits from all applicable government agencies and where required by law, rule or ordinance. Lessee agrees to pay all fees in connection with obtaining the permits which fees shall be deemed part of the total construction costs pursuant to Subsection "n."
- g. The Lessee, by execution of this Amendment, accepts any and all liability claimed or assessed against the Lessor by any and all persons as a result of any damage caused by the construction or design of the Offsite Infield Drainage and its appurtenances. Lessee shall protect and defend at Lessee's expense, counsel being subject to the Lessor's approval, and indemnify and hold harmless Lessor and its officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by Lessee or by any officer, employee, agent, invitee, contractor, subcontractor, or sublicensee of the Lessee in connection with the design and construction of the Offsite Infield Drainage. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Lessor, any sums due Lessee under this Agreement may be retained by Lessor until all of Lessor's claims for indemnification pursuant to this Agreement for any claims then pending have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Lessor.
- h. The Lessor shall have sole control and final approval of the design and

final plans for the Offsite Infield Drainage in its sole discretion, to be contained within the location as generally depicted on Exhibit "F" attached hereto. An estimated budget for the total construction costs of the plans as approved by Lessor shall also be submitted to Lessor by Lessee. The Parties acknowledge however that the budget shall be an *estimate* only, and shall be updated and revised by Lessee and submitted along with an actual certified expenditure report to Lessor, on a monthly basis until the Offsite Infield Drainage is completed. Lessee shall place on file with the City a copy of any and all contracts executed between Lessee and any contractor or design professional for the design and construction of the Offsite Infield Drainage before the facility is designed and constructed on Airport property.

- i. Lessee shall provide the City with copies of construction permits for work on Airport property.
- j. The Offsite Infield Drainage shall be adequate to service the storm water drainage and retention issues for the impacted area. Lessee, along with third parties, shall have the right to use the Offsite Infield Drainage to serve the storm water drainage and retention needs of the Premises, during the Term of this Lease, subject to any applicable Stormwater Management Fees.
- k. The Parties acknowledge that the Offsite Infield Drainage shall benefit development at the Airport generally. Furthermore, the Parties acknowledge that Lessee's use of the Offsite Infield Drainage shall only constitute a portion of the total capacity and further that construction of such Offsite Infield Drainage should properly be borne in part by adjacent parcels/leaseholds in addition to Lessee.
- l. The Parties therefore agree that the total costs of construction as advanced by Lessee for the Offsite Infield Drainage shall be approved by the Lessor ("Total Drainage Construction Cost" or "Total Cost"). The Total Cost shall be multiplied by a factor equal to thirty and 56/100 (30.56%) percent, which percent represents the agreed upon percentage of the Total Costs for which Lessee shall be responsible to pay on its own behalf ("Lessee's Percentage of the Total Cost" or "Lessee's Percentage") to obtain the Lessee's Portion of the Total Cost. The Lessee's Portion shall be subtracted from the Total Cost and the remaining difference is the amount Lessee shall be reimbursed by Lessor (representing the balance of the Total Cost not attributable to Lessee) (the "Offsite Infield Drainage Lessor Reimbursement"). By way of illustration only, in the event the Total Cost equals \$1,500,000.00, the Lessee's Portion would equal thirty and 56/100 (30.56 %)(representing the Lessee's Percentage) times the Total Cost or \$458,400. The Offsite Infield Drainage Lessor Reimbursement in that event would equal \$1,500,000.00 less \$458,400 or \$1,041,600.

- m. Upon completion of the construction of the Offsite Infield Drainage and fulfillment of all other requirements of this Amendment with respect to the Offsite Infield Drainage to the satisfaction of the Lessor, Lessor shall reimburse Lessee in full for the Offsite Infield Drainage Lessor Reimbursement within thirty (30) days of invoicing by Lessee provided that appropriate documentation of eligible expenditures, satisfactory evidence of competitive bidding for construction and design services, completion of construction, and acceptance under applicable permits, acceptable to Lessor, has been provided to the Lessor. Nothing herein shall in any way limit or restrict, in Lessor's sole discretion, Lessor from legally enforcing required contribution or collection of contributions to the Offsite Infield Drainage Lessor Reimbursement amount from the adjacent users. The success or failure of which efforts by Lessor shall not affect the Lessor's obligation to reimburse Lessee as set forth herein.
 - n. Upon issuance of the final Certificate of Completion and/or closing out of the final permit(s) and upon submittal of the final as-built survey, the Lessee shall grant Lessor a utility easement in a customary form and as reasonably necessary to allow use by the Airport of the Offsite Infield Drainage ("Offsite Infield Drainage Easement") for the portion of the Offsite Infield Drainage connections or infrastructure located within the Premises. Notwithstanding the foregoing, the Parties agree that the Offsite Infield Drainage Easement shall not materially or substantially hinder or affect adversely the Lessee's Purpose and use of the Premises as defined in Section 2 of the Lease.
 - o. Upon issuance of the final Certificate of Completion and/or closing out of the final permit(s), Lessor shall be the sole owner of and solely responsible from that date forward for all costs related to the maintenance, insurance, repair, use and all other operations, regulatory requirements and costs and/or liabilities of ownership of the Offsite Infield Drainage and storm water management systems. The Premises as that term is defined in the Lease shall not include the Offsite Infield Drainage as located outside the boundaries of the Premises.
 - p. Notwithstanding the foregoing, the design, placement and construction of the Offsite Infield Drainage shall not materially delay the construction of Lessee's Required Improvements.
9. MEMORANDUM OF AMENDED LEASE. The Parties hereby agree to execute a Memorandum of Amended Lease in a form substantially similar to the one attached hereto as Exhibit "G", which may be recorded in the Public Records of Broward County in Lessee's discretion.
10. RATIFIED. Except as set forth in this First Amendment, the Amended Lease

is in all other respects ratified and affirmed.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

Print Name_____

By:_____
JOHN P. "JACK" SEILER, Mayor

Print Name_____

By:_____
LEE R. FELDMAN, City Manager

ATTEST:

By:_____
JEFFREY A. MODARELLI, City Clerk

Approved as to form:
Cynthia A. Everett, City Attorney

By:_____,
Candace Duff, Assistant City Attorney

WITNESSES:

SHELTAIR FXE NORTHSIDE, LLC
a Florida limited liability company

By: _____
Gerald M. Holland, Manager

ATTEST:

By: _____
Gerald M. Holland, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Gerald M. Holland, as Manager and Secretary of SHELTAIR FXE NORTHSIDE, LLC., a Florida limited liability company, and acknowledged that he executed the foregoing First Amendment to Lease Agreement as the proper officials of SHELTAIR FXE NORTHSIDE, LLC, for the uses and purposes mentioned in it and affixed the official seal of the corporation, and the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING,
I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on _____, 2018.

NOTARY PUBLIC

SEAL:

My Commission Expires:

Premises

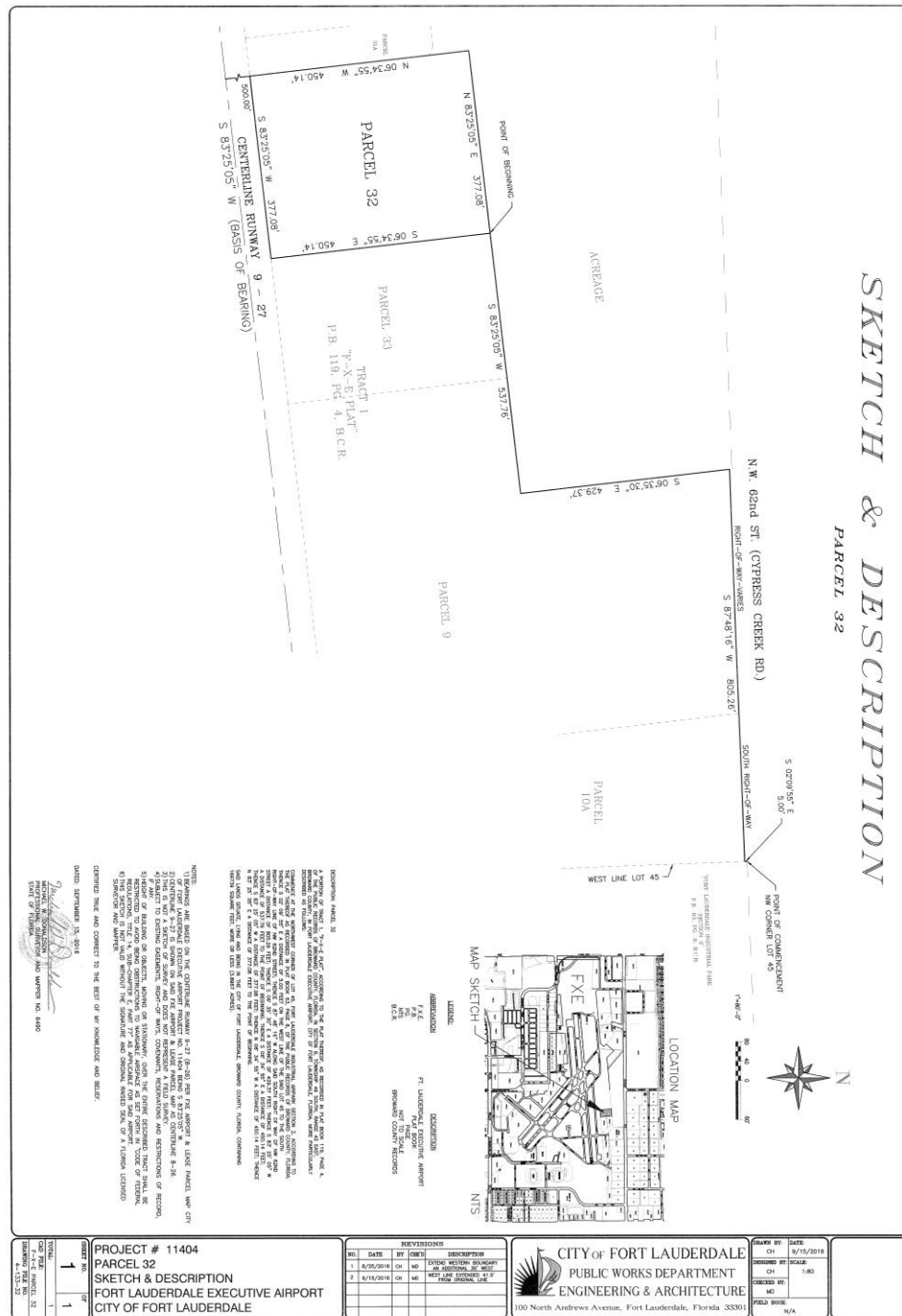


EXHIBIT "F"

Offsite Infield Drainage

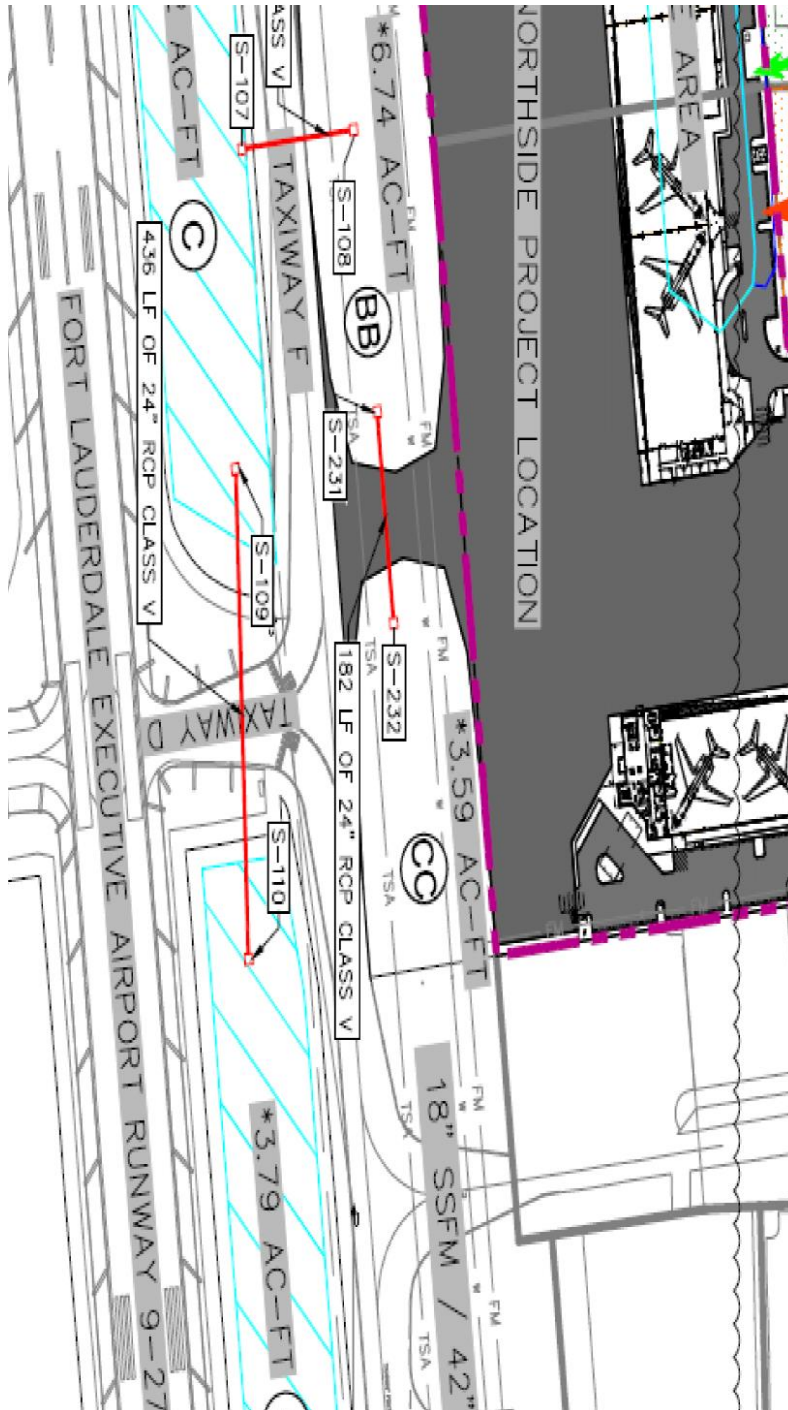


EXHIBIT "G "

Memorandum of Amended Lease

MEMORANDUM OF AMENDED LEASE

By and Between

**The City of Fort Lauderdale
a municipal corporation of Florida,**

“Lessor”

and

**Sheltair FXE Northside, LLC,
a Florida limited liability company,**

“Lessee”

Premises: Certain real property located at Fort Lauderdale Executive Airport (“Airport”) in Broward County, Florida and more particularly described on Exhibit “A” attached hereto and made a part hereof

RECORD AND RETURN TO:

Allyson Goodwin, Esq.
Saavedra | Goodwin
312 SE 17th Street, 2nd Floor
Fort Lauderdale, Florida 33316

MEMORANDUM OF AMENDED LEASE

TAKE A NOTICE THAT:

1. **Amended Lease:** The City of Fort Lauderdale, a municipal corporation of Florida (the "Lessor") and Sheltair FXE Northside, LLC, a Florida limited liability company, (the "Lessee") entered into that certain Lease Agreement dated October 29, 2015, relating to certain parcels of land at the Fort Lauderdale Executive Airport (the "Lease Agreement"), as evidenced by that certain Memorandum of Lease executed by Lessor and Lessee on October 29, 2015 and recorded on October 30, 2015 in the Public Records of Broward County, Florida as Instrument # 113319585. The Lease Agreement was subsequently amended by that certain First Amendment to Lease Agreement by virtue of the authority of Resolution No. _____ of the Fort Lauderdale City Commission, dated _____, 2018 (the "First Amendment") (the Lease Agreement as amended by the First Amendment shall hereinafter be referred to as the "Amended Lease").

2. **Premises:** The Premises of the Amended Lease were revised by the First Amendment to, inter alia, incorporate additional land into Parcel 32 of the Premises, and set forth the rights and obligations of Lessor and Lessee relating to the design, construction and use of certain Offsite Infield Drainage improvements at the Airport (the "Revised Premises").

3. **Name and address of Lessor:** City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301.

4. **Name and address of Lessee:** Sheltair FXE Northside, LLC, a Florida limited liability company, having an office at 4860 NE 12th Avenue, Fort Lauderdale, Florida 33334.

5. **Legal Description of Revised Premises in form described in the Amended Lease:** See Exhibit "A" attached hereto and made a part hereof.

6. **Term of Amended Lease:** The term of the Amended Lease commenced on November 1, 2015 and shall run for a period of thirty (30) years ("Term"), unless sooner terminated or expired as provided for in the Amended Lease.

7. **Amended Lease, Additional Provisions:** The Amended Lease also contains other provisions affecting the Revised Premises which are, respectively, more fully described therein. This Memorandum of Amended Lease incorporates by reference and makes a part hereof the Amended Lease and all terms, provisions, conditions, options, rights and agreements, including all Amendments thereto, contained and set forth therein, with the same force and effect as if the same were fully set forth herein, said Amended Lease setting forth in detail the terms, provisions, conditions, rental, option, rights and agreements that are made a part of this instrument. This Memorandum of Amended Lease shall not be deemed to alter, modify or amend the Amended Lease.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this Memorandum of Amended Lease this ____ day of _____, 2018.

WITNESSES:

CITY OF FORT LAUDERDALE

Print Name_____

By:_____
JOHN P. "JACK" SEILER, Mayor

Print Name_____

By:_____
LEE R. FELDMAN, City Manager

ATTEST:

By:_____
JEFFREY A. MODARELLI, City Clerk

Approved as to form:
Cynthia A. Everett, City Attorney

By:_____
Candace Duff, Assistant City Attorney

WITNESSES:

LESSEE:

SHELTAIR FXE NORTHSIDE, LLC, a Florida
limited liability company

Print Name

Print Name

By: _____
Gerald M. Holland, Manager

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2018,
by Gerald M. Holland, as Manager of Sheltair FXE Northside, LLC, a Florida limited liability
company. He ___ is personally known to the undersigned or ___ has produced _____
as identification, and he acknowledged to and before me that he executed the same on behalf of
the Lessee, and had full power and authority to do so.

(Signature of Notary Public)

(Print Name of Notary Public)

My commission expires:

EXHIBIT "A"

Legal Description

Revised Premises

Sheltair FXE Northside, LLC

FBO Site

Parcels 9, 32 and 33 at the Fort Lauderdale Executive Airport

SEE ATTACHED

EXHIBIT “H”

FAA REQUIRED BID PROVISIONS FOR AIRPORT CONTRACTS (NON-AIP CONTRACTS)

TITLE VI SOLICITATION NOTICE - City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

FEDERAL FAIR LABOR STANDARDS ACT (FLSA) - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT "I"

FAA REQUIRED CONTRACT PROVISIONS FOR AIRPORT CONTRACTS (NON-AIP CONTRACTS)

- 23.1 General Civil Rights Provisions: The Contractor 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.

This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- 23.2 Title VI Clauses for Compliance with Non-Discrimination Requirements:

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (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 Contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the Contract, 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 Contractor 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.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor 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 Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor 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 City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City 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 Contractor under the Contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

23.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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 U.S.C. 1681 et seq)