

HILLSBOROUGH COUNTY
AVIATION AUTHORITY

LICENSE AGREEMENT
FOR
DISTRIBUTED ANTENNA SYSTEM

ITN No. 19-534-003

Company: CROWN CASTLE FIBER LLC

Board Date: June 6, 2019

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
LICENSE AGREEMENT
FOR
DISTRIBUTED ANTENNA SYSTEM
TAMPA INTERNATIONAL AIRPORT

This LICENSE AGREEMENT FOR DISTRIBUTED ANTENNA SYSTEM (Agreement) is made and entered into this ___ day of June, 2019, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (Authority), and CROWN CASTLE FIBER LLC, a limited liability company organized under the laws of the State of New York and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as the Party or Parties).

WITNESSETH:

WHEREAS, the Authority owns, operates, and maintains an airport known as the Tampa International Airport, located in Hillsborough County, Florida (Airport); and

WHEREAS, the Legislature of the State of Florida grants to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to license property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

WHEREAS, Authority owns certain land and buildings upon and around the Airport that are leased or licensed for use and development by airlines, airline support functions, non-commercial aeronautical operations, and commercial non-aeronautical operations; and

WHEREAS, Authority issued its Invitation to Negotiate for Distributed Antenna System, Solicitation No. 19-534-003 (ITN), and Company submitted its Response to the ITN, dated March 4, 2019 (Company's Response); and

WHEREAS, based on Company's Response, Authority desires to hire Company to design, build, install, monitor, operate and maintain a carrier grade, carrier approved neutral-host Distributed Antenna System (DAS) and other wireless communications infrastructure, including, but not limited to, LTE-U, LAA (LTE broadcast over unlicensed spectrum, typically 5.0 Ghz), and temporary or other cellular technology, to support commercial cellular wireless frequencies at the Airport (Services); and

WHEREAS, Company represents it is qualified and desires to provide said Services; and

WHEREAS, Authority wishes to license to Company the use of certain Authority property to install, operate and maintain the DAS in specific designated areas of the Airport and provide the Services under the terms and conditions of this Agreement. Such grant of license rights shall be subject to and in conformance with all applicable laws including, but not limited to, the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1

RECITALS

The above recitals are true and correct and are incorporated herein.

ARTICLE 2

TERM

2.01 Effective Date

This Agreement will become binding and effective upon the later of the date of execution by Company and approval and execution by Authority (Effective Date).

2.02 Term

The initial term of this Agreement will be for a period of ten (10) years and will commence on the Operational Date or November 6, 2020, whichever is earlier (Term).

2.03 Renewal Options

This Agreement shall have two (2), five (5) year renewal options, subject to approval by each Party. A renewal option may be exercised only if Company is not in default of any terms of this Agreement at the time of exercising of the option, including the payment of any DAS Charges to Authority. Company may initiate the exercise of a renewal option upon providing a written request of such exercise to Authority's Chief Executive Officer (CEO) at least one hundred eighty (180) calendar days prior to the expiration date of the

then-current Term or renewal term, as the case may be. Such request shall be either accepted or rejected at the sole discretion of the CEO by written notice to Company within ninety (90) days of receipt of the renewal term option exercise. A renewal option approved by the Authority will be effective by letter from Authority without formal amendment to this Agreement. Company and Authority explicitly understand and agree that in no event will additional renewal terms be offered to Company, its successors, or assigns.

2.04 Holdover

Any occupancy of Premises and/or License Areas by Company with the written consent of Authority after the Term of this Agreement and any renewal options shall be on a month-to-month basis with all provisions of this Agreement, including fees and charges, remaining in place until such time that Authority gives notice to Company to surrender the Premises and/or License Areas. Notice to surrender Premises and/or License Areas will be provided not less than thirty (30) days prior to the anticipated surrender date.

Any occupancy of Premises and/or License Areas by Company after the expiration or other termination of this Agreement without the written approval of Authority constitutes a month-to-month lease on the same terms and conditions as this Agreement. Company must pay all Fees and Charges. No occupancy of any portion of the Premises and/or License Areas by Company after the expiration or other termination of this Agreement with respect to such portion of the Premises and/or License Areas extends the Term, except as a holdover tenancy. In the event of such holdover tenancy, Company shall continue to indemnify Authority in accordance with the terms of this Agreement, and all insurance policies required to be obtained and maintained by Company as set forth in this Agreement shall continue in full force and effect.

2.05 Operational Date

Operational Date is the date all construction and installation are complete and the DAS is operational, which shall be no later than November 6, 2020. DAS shall be certified operational by a third-party paid for by the Company and approved by the Authority.

2.06 Design Completion Date

Design Completion Date is the date that design of the DAS is complete.

2.07 Commencement of Payments

Company will be obligated to remit its first payment of DAS Charges to the Authority under this Agreement within thirty (30) calendar days after commencement of the Term.

2.08 Sub-Carrier Equipment

Sub-Carrier Equipment is all racks, equipment cabinets (if applicable) and Head-End Room improvements, cables, poles (if applicable), antennas, remote radio units, and electronic devices and base station equipment that are unique to Sub-Carriers' use of the DAS and any other such equipment (exclusive of the DAS) installed by Sub-Carriers and owned and controlled by Sub-Carriers at the Airport in connection with their use of the DAS provided herein.

2.09 Plans

Prior to commencement of installation of any Equipment (as hereafter defined), and prior to commencing to install, construct, renovate, enlarge, demolish or modify the DAS or Sub-Carrier Equipment, as now or hereafter existing on the Premises and/or License Area, Company or its contractor shall submit plans and specifications thereof (prepared in accordance with the Authority's Design Criteria Manual (<http://www.tampaairport.com/capital-development>) and under the seal of a duly licensed architect or engineer) to Authority for its approval (Plans). No construction of or modifications to Equipment of any type (except "like kind" (as defined below) exchanges that do not materially change the Premises and/or License Areas) shall commence prior to Company's receipt of: (i) Authority's written approval of the Plans, which approval shall not be unreasonably withheld or delayed, and (ii) a notice to proceed from Authority. This Section 2.09 shall not apply to replacement Equipment if the replacement Equipment is substantially the same in operation (as to frequencies, power levels, lockable racks, and filters) and appearance (like kind) as the Equipment being replaced. Notwithstanding anything contained herein to the contrary, the Authority may not condition approval of any Plans on an increase in the fees payable under this Agreement. Authority's approval of any Plans submitted by Company shall not constitute the assumption of any liability by Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and/or municipal, county, state and/or federal laws, ordinances and regulations, or for the accuracy or suitability of the Plans for Company's intended purpose. Company shall be solely responsible for the Plans. Authority will review Plans in thirty (30) days, and in the event Authority does not approve the Plans, the Authority shall notify Company of the changes required to be made (including reference to those portions of this Agreement and the Authority's Design Criteria Manual (<http://www.tampaairport.com/capital-development>) forming the basis for disapproval, if applicable), and Company shall, within thirty (30) days, revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the Authority for approval. The Authority shall either approve or disapprove any resubmission of Plans within thirty (30) days after the Authority's receipt of the resubmission, provided, however, that Authority hereby agrees to approve or disapprove Company's submission of its initial design Plans for the DAS and Premises within twenty (20) days of receipt.

ARTICLE 3

PREMISES AND LICENSE AREAS

- 3.01 Authority grants the following licenses to Company for the performance of the Services by Company under this Agreement.

Authority grants to Company exclusive use, to the extent such exclusivity is permissible by applicable law, subject to the terms and conditions stated in this Agreement, of approximately .23 acres of unimproved real property (10,000 square feet, more or less), the general location of which is depicted on Exhibit A-1 attached hereto and by this reference made a part hereof and the specific location of which will be more particularly designated in the Plans (Premises). The Premises does not include subsurface rights (other than the right of use for structural support and other subsurface uses necessary to build the Head-End Room as described in this Agreement), specifically excluding any subsurface water, oil, gas, or mineral rights underlying any portion of the Premises.

Upon complete construction of the Head-End Room, Company will obtain a legal description and sketch of the Premises and transmit same to Authority. Upon Authority's receipt of said legal description and sketch, Authority will prepare an Exhibit A-3, Legal Description and Sketch, and transmit same to Company. Exhibit A-3 will be incorporated into this Agreement without the need for formal amendment of this Agreement and will establish the boundary and as-built square footage of the Premises.

In addition, Authority grants to Company a non-exclusive license to use certain other property of the Authority, the general locations of which are depicted on Exhibit A-2, attached hereto and by this reference made a part hereof, and the specific locations of which will be more particularly designated in the Plans, for the installation and operation of the DAS, the use of Communications Equipment Rooms, as defined herein, and the installation, operation, and maintenance of wires, cables, fiber, conduits, and pipes running between and among the DAS, Communications Equipment Rooms, Head-End Room, and other areas containing Equipment and to all necessary electrical, fiber and telephone utility sources located within or adjacent to the Airport (License Areas).

- 3.02 Head-End Room

Company will construct a new stand-alone single-story building on the Premises to provide the Services to be located at the northeast corner of the Authority campus, the general location of which is depicted on Exhibit C, attached hereto and by this reference made a part hereof, and the specific location of which will be more particularly designated in the Plans. After the Authority's approval of the Plans and upon request, the Parties shall amend this Agreement by letter to replace Exhibit C with a detailed description of the Head-End Room.

3.03 Communications Equipment Rooms

Company may use certain Communications Equipment Rooms, at the sole discretion of the Authority, in the License Areas provided by Authority for fiber distribution and Equipment as generally detailed in Exhibit E, Communications Equipment Rooms. After the Authority's approval of the Plans and upon request, the Parties shall amend this Agreement by letter to replace Exhibit E with a detailed description of the Communications Equipment Rooms used by Company.

3.04 The Premises, Communications Equipment Rooms and License Areas are provided to Company in as-is condition, including any materials of environmental concern located in, on, about or under the Premises, Communications Equipment Rooms or License Areas, without representation or warranty by Authority except as otherwise provided elsewhere herein.

3.05 Company will do all things necessary to prepare the Premises, Communications Equipment Rooms and License Areas for the construction and installation of the DAS, as set forth in the Scope of Work attached as Exhibit F to this Agreement for the uses approved under this Agreement, including, without limitation, the design and construction of all site Utilities, as defined herein, and infrastructure.

3.06 The Parties acknowledge that Company has not had the opportunity to perform a walk-through of the Airport to identify the specific locations of the Premises, Communications Equipment Rooms and License Areas, and accordingly, the conceptual locations depicted in Exhibit A-1, Exhibit A-2, Exhibit C, and Exhibit E of this Agreement are subject to change by letter executed by the Vice President of Information Technology Services or designee and acknowledged by Company, without need for formal amendment to this Agreement. Authority agrees to cooperate with Company to identify mutually agreeable locations for the Premises and License Areas during the design and planning process and designated space and/or use of Authority Communications Equipment Rooms during the design and planning process.

ARTICLE 4

USES AND RESTRICTIONS

4.01 Ancillary License Rights Granted to Company

A. Authority hereby grants to Company the right and Company assumes the obligation to install, operate, maintain, and continually update and upgrade a DAS at the Airport and provide the Services as set forth in Exhibit F, Scope of Work, of this Agreement to

support commercial cellular wireless services at the Airport, in all areas identified on Exhibit B, Coverage Areas. Company assumes the obligation to install, operate, and maintain the DAS and Company's Equipment in good working order for the Term of this Agreement, including any renewal options, and in accordance with Exhibit H, Signal Coverage Requirements, Optimization, and Acceptance Procedures for DAS Facilities.

- B. Company agrees that all installed DAS base station equipment, fences, antennas, remote radios, cabling, cable trays, coaxial and fiber, as applicable, (collectively referred to as DAS Equipment and together with Sub-Carrier Equipment, the "Equipment") will be installed in accordance with the Plans.

- C. With respect to mobile network operators, also known as wireless service carriers, cellular companies, or mobile network carrier companies, or similar names, that own and control all the elements necessary and hold such radio spectrum licenses as are necessary to provide services to end users including radio spectrum allocation, wireless network infrastructure, back haul infrastructure, billing, and customer care, desiring to provide Services within the Airport (Sub-Carriers), Authority hereby grants to Company the right and the Company hereby agrees to use commercially reasonable efforts, to negotiate and enter into Collocation Agreements with such Sub-Carriers, which Company may do without the consent of the Authority, provided that no such Collocation Agreement shall: (i) imply the Authority is a party of or bound to such Collocation Agreement; (ii) have a term exceeding the Term of this Agreement, including any renewal options, if exercised; (iii) not be entered into with a Sub-Carrier not licensed by the Federal Communications Commission (FCC); or (iv) grant to a Sub-Carrier any greater rights than granted to Company hereunder. If Company enters into a Collocation Agreement that does not comply with the above language and/or the terms of this Agreement, such Collocation Agreement shall be null and void. Notwithstanding the terms of any Collocation Agreement, Company shall remain liable for all of the obligations of Company under this Agreement and Company shall fulfill each covenant contained herein. Company shall provide Authority with written notice of each Collocation Agreement within thirty (30) days following its execution. Authority shall refer any future Sub-Carrier to Company so that such Sub-Carrier may connect to and use the DAS. Authority reserves the right to permit such Sub-Carrier or other third party to install its own wireless communications system within the Airport, if the Company denies the Sub-Carrier access to connect to or use the DAS. The provisions of this Agreement shall be binding upon all Sub-Carriers entering into Collocation Agreements and their successors and assigns. For purposes of this Agreement, "Collocation Agreement" means a sublicense or other similar agreement between Company and a Sub-Carrier: (i) pursuant to which Company permits such Sub-Carrier to use the DAS for the transmission and reception of its licensed frequencies, (ii) that in all respects remains subject to the terms of this Agreement, (iii) that does not grant to any Sub-Carrier any real property interest or any greater

rights than Company has under this Agreement, and (iv) which shall, unless Authority otherwise expressly agrees in writing, terminate automatically upon the expiration or earlier termination of this Agreement.

4.02 Exclusions, Reservations and Restrictions

- A. Nothing in this Article will be construed as authorizing Company to conduct any business separate and apart from this Agreement or in areas other than the Premises, Communications Equipment Rooms and License Areas that are approved and assigned for conducting business under this Agreement.
- B. Company will not interfere or permit interference with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at Airport; and Company will not engage in any activity prohibited by Authority's existing or future noise abatement procedures nor its Rules and Regulations and Operating Directives.
- C. The rights and privileges granted Company in this Agreement will be subject to any and all Rules and Regulations and Operating Directives, including, but not limited to, Policies, and Standard Procedures established by Authority, as may be amended from time to time.
- D. Company will not do or permit to be done anything, either by act or failure to act, that will cause the termination or violation of the provisions, or any part thereof, of any insurance policy of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of the Company will cause termination of any such policy of the Authority, the Company will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if the Company will do or permit to be done any act not expressly permitted under this Agreement, or fail to do any act required under this Agreement, regardless of whether such act will constitute a breach of this Agreement, which causes an increase in the Authority's insurance premiums, the Company will immediately remedy such actions and/or pay the increase in premiums, upon notice from the Authority to do so; but in any event, Company will hold the Authority harmless for any expenses and/or damage resulting from any action as set forth in this paragraph.
- E. Nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, other than the rights granted herein. Further, any such exclusive rights granted under this Agreement shall be limited to that permissible by

applicable law.

- F. Any and all rights and privileges not specifically granted to the Company pursuant to this Agreement are hereby reserved for and to the Authority.

4.03 Relocation of Equipment

At any time during the Term of this Agreement, including all renewal options, Authority may require Company to surrender all or any portion of the Premises, Communications Equipment Rooms or License Areas as required by Authority to accommodate improvements or modifications to, or changes in the use of, the Airport. In such event, Authority shall provide Company with a substitute area which Authority determines to be equivalent to the portion of the Premises, Communications Equipment Rooms or License Areas surrendered, including providing a similar level of Services to the public. Company shall, at Company's sole cost and expense, perform all Minor Modifications (as defined below) within seven (7) days of a written request from Authority. With respect to Major Modifications (as defined below): (i) Authority shall reimburse Company for all negotiated or actual costs reasonably incurred by Company in moving and/or modifying its Equipment; (ii) Authority will provide Company at least one hundred and eighty (180) days written notice prior to any required modification or relocation, except for the Head-End Room, and external fiber route; and (iii) Authority will provide Company at least two hundred and seventy (270) days written notice prior to any required modification or relocation of the Head-End Room and/or external fiber route. If requested by the Authority, Company shall provide a not-to-exceed cost for relocation. For purposes of this Agreement, a "Minor Modification" shall refer to routine modifications or relocations of Equipment that do not require Company to redesign the DAS (or any sector thereof), relocate head-end equipment or underground utilities or otherwise obtain building permits, governmental approvals, environmental studies or construction plans in connection therewith. Examples of a Minor Modification include a relocation of an antenna to another nearby location within the Airport and a minor reconfiguration of Company's Equipment within a Communications Equipment Room. For purposes of this Agreement, a "Major Modification" shall refer to any modification or relocation that is not considered a Minor Modification, as defined above. Examples of Major Modifications include a relocation of the Head-End Room and a relocation of an entire sector of the DAS. Should the Authority and Company disagree on any changes in locations, the Authority's decision will be final.

4.04 Authority Access to the Premises

Authority or its duly authorized representatives, agents and other persons designated by it, will routinely require access to the Premises throughout the Term of this Agreement, including all renewal options, for emergency situations and for the purpose of determining whether or not Company is complying with the terms and conditions of this

Agreement. In the event that such inspection reveals that Company's operations are considered hazardous or non-compliant in any way, Authority will provide notice to Company of its findings and Company shall provide a written response within ten (10) business days addressing the specific areas considered hazardous or non-compliant and outlining a plan for improvement. Upon Authority's acceptance of the improvement plan, Company will immediately undertake the improvement actions in accordance with the Tenant Work Permit program and, upon completion, will obtain final acceptance by Authority. Failure by Company to complete the improvement plan may constitute default pursuant to Article 12 of this Agreement.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF COMPANY

As required by Authority, Company will be responsible for the design, construction, installation, operation, and maintenance of the DAS, as stated in the Scope of Work attached hereto as Exhibit F.

5.01 Timing

Company will:

- A. Begin design of the DAS no later than thirty (30) days after the Effective Date of this Agreement. Authority agrees to participate in a joint walk-through of the Airport with Company for the purpose of agreeing upon the general locations, scopes, and designs of the DAS, Company's Equipment, Communications Equipment Rooms, and all required Utilities, conduit, cables, wires, and ancillary equipment.
- B. Begin construction and installation of the DAS no later than January 13, 2020.
- C. Substantially complete construction of the Head-End Room no later than October 1, 2020 (Construction Substantial Completion Date).
- D. Substantially complete installation of the DAS no later than October 31, 2020 (the Installation Substantial Completion Date).
- E. Ensure that the DAS is certified operational and is placed into operation no later than November 6, 2020.

5.02 Construction Requirements

In connection with all Services to be performed by Company pursuant to this Agreement,

Company will comply with:

A. Construction Standards and Airport Facility Information

1. All Authority construction standards will be followed, to include the Authority's Tenant Work Permit Program, and construction activities will be coordinated with Authority.
2. Company is responsible for all permits, licenses, certificates, and authorizations for construction activities.

B. Codes

The construction, installation, operation and maintenance of the DAS will not endanger or interfere with the safety of persons or property located at the Airport.

The DAS will comply with the following mandatory codes:

1. National Electric Safety Code (National Bureau of Standards).
2. National Electrical Code (National Bureau of Fire Underwriters).
3. Applicable FCC and other applicable federal, state and local regulations and ordinances.

D. DAS Equipment Location

Company will design and construct the DAS in a manner which will minimize the Equipment that would be placed or mounted internally on building structures and in any publicly visible location.

D. Demarcation

1. Establish a clearly labeled point of demarcation at each site.
2. Extend from demarcation to the Head-End Room.

E. Equipment

Equipment will not be placed in locations that will interfere with gas, electric, steam, fixtures, water, or other fixtures Authority deems as having priority.

F. Antennas

1. All antennas and antenna mounting locations and types will be approved by Authority prior to installation.
2. Indoor antennas will:
 - a. Blend into the Airport's architecture.
 - b. Be low profile, flush-mount types suitable for suspended ceilings or walls and will be of a multi-band configuration. It is acceptable to surface mount antennas in an open ceiling environment and to install surface mount antennas to walls, near ceiling height.
 - c. Be designed and constructed to minimally impact to tenants and Authority.

5.03 Implementation and DAS Project Plan.

In connection with all Services to be performed by Company pursuant to this Agreement, Company will:

- A. Coordinate with Authority all activity and hardware installation that affects the use of fiber, cabling, and cable tray.
- B. Provide a detailed project schedule and design plan no later than ninety (90) days from the Effective Date that includes, at a minimum, the following:

1. Project Schedule

- a. Planning, construction, installation, testing, and other major milestones associated with the DAS to include:
 - i. Testing by Authority within one (1) month of Company's notification of completion.
 - ii. Final completion acceptance by Authority.
 - iii. Final "as-built" drawings and certified construction costs shall be submitted to Authority within one month of completion and acceptance.
- b. Milestones at which Authority must participate, the type of participation required, and the length of time estimated that will be required of Authority participants.

2. Design Plan

- a. Design drawings.
- b. Additional surveys to develop the design.
- c. A map of a layout of the network design.

5.04 Acceptance and Test Plan

Company will:

Develop acceptance test specifications to insure the quality of coverage throughout the Wireless Coverage Area as defined in Exhibit B for the installed DAS. Develop the scope, methodologies, procedures, and acceptance criteria for executing the acceptance tests to include approval of Authority. Such test plans must incorporate, at a minimum, the following:

- A. Coordinate with Sub-Carriers to test power and base station equipment to verify that all components are functioning per specified criteria.
- B. Test and acceptance plan must clearly demonstrate functionality and compliance with the specified criteria and design requirements of Sub-Carriers.
- C. The Original Equipment Manufacturer Certified Installer must supervise the field assembly and connection of components, the pretesting, testing, and adjustment of the DAS.
- D. Upon completion of the installation, all integrated subsystems will be aligned, adjusted and balanced as part of the pretest plan. Any deficiencies observed in pretesting will be corrected by Company within ten (10) calendar days. Any malfunctioning or damaged items will be replaced by Company with new items and tested until satisfactory performance and conditions are achieved.
- E. Upon completion of pretests, Authority will be notified a minimum of three (3) calendar days in advance of acceptance test performance. Background pretests may be conducted with representatives from Authority in attendance.
- F. Upon the satisfactory completion of pretests, operational testing will commence to ensure conformance to requirements and specifications. The operational tests will include demonstration of DAS features and functionality, and coverage performance.
- G. Authority will inspect the DAS to verify that subsystems, units, and controls are properly labeled and interconnecting wires and terminals are identified.

H. Any observed deficiencies indicated by tests or by Authority inspection will be rectified and completely retested within ten (10) calendar days by Company.

5.05 Maintenance

In connection with all Services to be performed by Company pursuant to this Agreement, Company will:

A. Trouble Reporting/Emergency Service:

1. Company shall respond twenty-four (24) hours per day, seven (7) days per week to problems or emergencies reported by the Authority via contact to Company's network operations center at (888) 632-0931.
2. Adhere to the notification and resolution timeframes set forth in Exhibit I, Severity Matrix.

B. Replacement Parts

Retain sufficient inventory of replacement parts to replace faulty components in a timely manner over the period of the Agreement from the Operational Date as defined in Section 2.05.

C. Inter-system Interference

1. Resolve inter-system interference within 24 hours at the radio frequency (RF) level, the digital signaling levels, or in mechanical or electrical connections.
2. Provide a statement of interference resolution for RF interference, electrical/mechanical interference, digital and optical interference.

5.06 Required Reports

In connection with all work to be performed by Company pursuant to this Agreement, Company will:

- A. Provide a detailed Equipment list to Authority within ten (10) calendar days of the Installation Substantial Completion Date as defined in Section 5.01(D).
- B. Provide a signal coverage report to the Authority that includes a list of all Sub-Carriers and the coverage provided by January 15th of each year of this Agreement.

- C. Provide a report to the Authority that lists all DAS related issues that are reported to Company and the associated resolutions by the 15th of the month for the preceding month.

5.07 Equipment and Vehicle Parking

In connection with all Services to be performed by Company pursuant to this Agreement, Company will:

- A. Ensure that all Equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked or stored in a manner that interferes in any way with any other operations at the Airport. Company's Equipment and vehicles and those of its vendors and/or contractors will be parked or stored in designated parking areas as provided by Authority. No vehicle shall access the Aircraft Operations Area (AOA) unless directly related to Company's business operations. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Airport Policies, Rules and Regulations, Operating Directives and Security requirements. All vehicles, including those of Company's employees, agents, vendors and/or contractors, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle and Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations.
- B. Employee parking permits are required for the Employee Parking Lot and may be required for Company's licensed or common use operational areas. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792 or online at <https://tiaemployeeparking.com>.

5.08 Sound Level

Company will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Premises, Communications Equipment Rooms, License Areas, or located elsewhere on the Airport, and to keep the sound level of Company's operation as low as possible.

5.09 Garbage, Debris, or Waste

Company will promptly remove from the Premises and License Areas or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Premises or the License Areas or from its operations. Any garbage, debris or waste that is temporarily stored on

the Premises or License Areas will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. Company will use extreme care when affecting removal of all such waste.

5.10 Nuisance

Company will not commit any nuisance, waste, or injury on the Premises, License Areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.

5.11 Excessive Load

Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its employees, agents or Sub-Carriers from placing excessive loads on paved or floor areas on the Premises, Licensed Areas or elsewhere on the Airport. Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading by Company, its employees, agents or Sub-Carriers.

5.12 Flammable Liquids

Company will not keep or store flammable liquids within any covered and enclosed portion of the Premises or License Areas in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.

5.13 Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration (FAA) for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's DAS Equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

5.14 Taxes

Company will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind,

including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of the Premises, and any improvements thereto or license rights created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. Company will also pay any other taxes, fees, or assessments against Premises or license rights created herein. Company will pay the taxes, fees, or assessments as reflected in a notice received by Company from Authority or any taxing authority within thirty (30) calendar days after Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

5.15 Permits and Licenses

Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required in connection with the operation of its business on the Premises, the License Areas, or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority.

5.16 Vapor or Smoke

Company will not create nor permit to be caused or created upon the Premises, the License Areas or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Agreement.

5.17 Security Badging

Any Company employee, or any employee of its contractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Agreement will be badged with an Airport identification badge (Badge) provided by Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A new or renewed Badge will not be issued to an individual until the results of the CHRC and the STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. All badged employees of Company and its contractors or agents will comply with Authority's

regulations regarding the use and display of Badges.

Company will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of the Agreement, or upon written request by Authority. This fine will be paid by Company within fifteen (15) days from the date of invoice. The fine is subject to change without notice, and Company will be responsible for paying any increase in the fine.

If any Company employee is terminated or leaves Company's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

5.18 Identification – Equipment

The Company will clearly identify all on-site Equipment such as portable motorized or non-motorized equipment, job boxes, material storage containers, port-a-lets, etc., whether owned or rented, with the Company's name. Identification must be physically marked on equipment or attached with a durable removable device such as a wire tie.

5.19 Employee Parking:

- A. Area for parking of the Company's employee's vehicles is in the Company's construction area or staging area to be defined by the Authority during the Construction Process Review as set forth in Exhibit F. Parking will be accomplished in straight equally spaced rows. Company will organize traffic flow and parking patterns, and supply traffic control signs and markings subject to approval of the Authority. Company will maintain the parking surface and pick up trash daily. No storage will be allowed at parking site. Company will restore the shape and grade of this parking area upon the Operational Date, seed and mulch portions where existing ground cover is damaged, and perform all work as defined in Exhibit F, Scope of Work required to restore the area to its original condition.
- B. When Company's employee parking area is adjacent to another company's parking area performing other construction for the Authority, cooperation is required to avoid any interferences in the performance of each respective construction. Any difficulties experienced will be brought to the attention of the Authority immediately.
- C. All vehicles entering any public parking garages will be required to pay the normal parking fee which will be calculated at the exit. Free parking will not be authorized.

5.20 Materials Delivery to the Site:

All Company's material orders for delivery to the work site to be defined by the Authority

during the Construction Process Review as set forth in Exhibit F will use as a delivery address the street name and number assigned to the access point onto the Airport.

5.21 Keying Scheme

Company will provide to Authority all keys and a key scheme. Keys and keying scheme will include all doors of any type, including, but not limited to, elevators, dumbwaiters, roll-up, electrical, security, and office.

5.22 Deliveries

Company will arrange for the timely delivery of all Equipment and supplies, at such times, in such location(s), and by such routes as determined by Authority.

Company understands and agrees that it will not use the passenger transfer systems connecting the Main Terminal with the Airside Buildings and the Parking Garages for transporting Equipment, supplies, or the like.

5.23 Service Interruptions

Company will not be liable for any service interruptions caused by signal interference created by Authority or any third party's electrical or other equipment, or during the period when Company must suspend or terminate operation of the DAS due to signal interference or maintenance.

5.24 Utilities

Company will obtain power from applicable utility provider for the Head-End Room and Company is responsible for payment of all electric costs associated with the Head-End Room. If power in remote locations is sourced from Authority electrical panels, Company must provide Authority approved sub-meters and pay all associated costs as referenced in this Agreement as Electricity Charge.

ARTICLE 6

FEES AND CHARGES

For the rights and privileges granted herein, Company agrees to pay Authority in lawful money of the United States of America, without set off, by check or approved electronic transfer made payable to Authority the License Charge, Privilege Fees, License Area Maintenance (LAM), Electricity Charge, and other charges (collectively, DAS Charges).

6.01 License Charge

The License Charge is due in advance and without demand, plus applicable taxes on or before the first day of each and every month throughout the Term and any renewal terms, commencing on the Operational Date. For any period of less than one (1) calendar month that this Agreement is in effect, the License Charge will be calculated on a pro rata basis.

The License Charge represent the initial rate as determined by Authority and is calculated as follows:

License Charge (10,000) sq. ft. @ \$1.23 per square foot per year) at \$12,300.00 annually, payable at \$1,025.00 monthly.

Concurrently with Authority's transmission of Exhibit A-3 to Company, Authority will advise Company of any necessary adjustment to the square footage and resulting License Charge.

6.02 Adjustment

Effective upon the first anniversary of the Operational Date and on each subsequent anniversary of the Operational Date during the Term of this Agreement and any approved renewal options, the annual License Charges will be increased two and one-half percent (2½%).

At the renewal options of this Agreement, the License Charges will be adjusted to equal the then fair market use value (FMUV) for comparable non-aviation land use rights at the Airport; provided, however, that in no event will the adjusted License Charges be reduced below the License Charges paid during the preceding year. The adjusted License Charges will then be increased two and one-half percent (2½%) each succeeding year throughout any renewal options of this Agreement.

6.03 Cost Basis

Authority and Company agree that in addition to the DAS Charges, Company is solely responsible for all obligations normally imposed on the owner of real estate with respect to the Premises, including but not limited to, utilities, janitorial services, property taxes, intangible taxes, sales taxes, insurance, all building and structural maintenance and repairs, and any other expenses that arise from the use, operation and management of Company's operations.

6.04 Privilege Fee

In consideration of the rights granted herein to Company to operate the DAS, beginning

on the Operational Date and continuing through the Term, Company agrees to pay to Authority for each Agreement Year, or portion thereof, a Privilege Fee equal to the sum of the Minimum Annual Privilege Fee (MAPF) and the Percentage Fee. Payment of this Privilege Fee is not a payment of rent, but is a payment excluded from the tax imposed by Florida Statute Section 212.02(10)(j).

A. MAPF

The MAPF is due in advance and without demand on or before the first day of each and every month throughout the Term and any renewal terms, commencing on the Operational Date. The MAPF is payable in 1/12th installments of the annual MAPF. For any period less than twelve (12) months the MAPF will be pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the month for which the MAPF is payable.

Agreement Year	MAPF
1	\$465,000.00
2	\$465,000.00
3	\$465,000.00
4	\$465,000.00
5	\$465,000.00
6	\$465,000.00
7	\$465,000.00
8	\$465,000.00
9	\$465,000.00
10	\$465,000.00

B. Percentage Fee

In addition to the MAPF, Company shall pay the Percentage Fee for each Agreement Year in an amount equal to thirty-five percent (35%) of the Company’s monthly Cellular Carrier Agreement Receipts, as defined below, for the previous month. For any month that the Percentage Fee is greater than the MAPF, Company is responsible for paying the Percentage Fee amount in excess of the MAPF to Authority within fifteen (15) calendar days from the date the MAPF payment is due, commencing on the month following the first month of the Term of this Agreement. In the event the Percentage Fee does not exceed one-twelfth (1/12th) of the MAPF during any month in the Term hereof, no Percentage Fee will be due and payable for that month.

At the renewal options of this Agreement, the Percentage Fee may be negotiated; however, in no event will the adjusted Percentage Fee be reduced below the Percentage Fee paid during the preceding year.

- C. Company will not modify its accounting treatment or rename or redefine Services, under the terms of this Agreement, would be subject to the Percentage Fee. Company understands that Authority does not support the practice of directly transferring Company's obligation for payment of the Percentage Fee due herein to its customers. Except as already referenced herein, Company agrees that if such additional charges or fees are collected from the customer for the purpose of collecting the Percentage Fee, such fees will be disclosed to the customer as "Company's cost of doing business at the Airport" and will not be represented as an Airport tax.

6.05 Sub-Carrier Agreement Receipts

A. Definition of Sub-Carrier Agreement Receipts

For purposes herein, the term "Sub-Carrier Agreement Receipts" means recurring license fees or other consideration paid for access or use of the DAS made by Sub-Carriers and received by Company under Collocation Agreements or other agreements between Company and Sub-Carriers. Notwithstanding anything contained herein to the contrary, Sub-Carrier Agreement Receipts shall not include pass-through costs or amounts recovered by Company from Sub-Carriers for such Sub-Carrier's proportionate share of the costs and expense associated with the design, construction, management, maintenance, monitoring, repair and upgrade of the DAS, including without limitation, capital costs incurred by Company in connection therewith.

B. Diversion of Sub-Carrier Agreement Receipts

Any intentional diversion of Sub-Carrier Agreement Receipts will constitute a breach of this Agreement and Authority will have the right to immediately terminate this Agreement upon determination by Authority or its auditors that an intentional diversion exists or has occurred.

6.07 License Areas Maintenance (LAM)

Company will pay to Authority an annual amount representing Company's pro rata share of LAM, plus applicable taxes.

- A. Company will pay LAM of \$1,200.00, payable in monthly installments of \$100.00, plus applicable taxes.
- B. LAM will increase by two and one-half percent (2½%) on the anniversary of the Operational Date each year during the Term and any renewal options.
- C. If a renewal option is exercised by Company and approved by the CEO, Company will

continue to pay Authority the LAM outlined above during said period.

- D. Notwithstanding the foregoing, LAM rates are subject to periodic adjustment by Authority as deemed necessary by Authority at its sole discretion. LAM rates may be adjusted by Authority with sixty (60) days' advance written notice to Company without amendment to this Agreement.
- E. LAM will be remitted, in advance and without demand, on the 1st day of the month.

6.08 Electricity Charge – License Areas

Company shall pay for Utilities necessary in the operation of the DAS. All charges, including, but not limited to, deposits, installation costs, connection charges, usage, service charges, and applicable taxes for utility services metered directly to the Premises or pro-rated by usage shall be paid by Company, regardless of whether the utility services are furnished by Authority or other utility service entities.

- A. If a renewal option is exercised by Company and approved by the CEO, Company will continue to pay Authority the Electricity Charge outlined above during said period.
- B. The Electricity Charge will be invoiced monthly and will be due fifteen (15) days from the date of invoice.

6.09 Interest on Delinquent Payments

Without waiving any other right or action available to Authority in the event of default of Company's payment of fees or other charges hereunder, and in the event Company is delinquent in such payments to Authority, for a period of five (5) business days after the payment is due, Authority reserves the right to charge Company interest thereon, from the date such fees or other charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or other charges became due plus four percent (FRBNY prime + 4%) or twelve percent (12%) per annum, whichever is greater, to the maximum extent permitted by law.

6.10 DAS Charges a Separate Covenant

Company will not for any reason withhold or reduce its required payments of DAS Charges provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of DAS Charges is a covenant by Company that is independent of the other covenants of the Parties hereunder.

6.11 Agreement Year

- A. With respect to the first Agreement Year during the Term, the period commencing on the Operational Date and continuing through the end of Authority's Fiscal Year (October 1st through September 30th) in which the Operational Date occurs; and
- B. With respect to each Agreement Year thereafter during the Term, including any renewal option, each twelve-month period commencing on the first day of Authority's Fiscal Year and ending on the last day of Authority's Fiscal Year, provided that if the subject term expires or is terminated on a day other than the last day of an Agreement Year, the last Agreement Year will then end as of the date of such expiration or termination.

6.12 Place of Payments

Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

(MAIL DELIVERY)

Hillsborough County Aviation Authority

Attn: Finance Department

Tampa International Airport

P. O. Box 22287

Tampa, Florida 33622-2287

or

(HAND DELIVERY)

Hillsborough County Aviation Authority

Attn: Finance Department

Tampa International Airport

4160 George J. Bean Parkway

Suite 2400, Administration Building

2nd Level, Red Side

Tampa, Florida 33607

ARTICLE 7

REPORTS AND AUDITS

7.01 Generally Accepted Accounting Principles

Company shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books, records and reports that include all financial

transactions in the performance of this Agreement. Company's system of accounts shall allow the Premises and License Areas to be distinguished from all other areas. Company shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Agreement shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

7.02 Annual Audit

No later than ninety (90) days after the end of each Agreement Year during the Term and any renewal options, Company shall, at its sole cost and expense, provide an annual audit report (Annual Report) by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Company's monthly Sub-Carrier Agreement Receipts and the amounts paid to Authority as Privilege Fees for the subject Agreement Year, or part thereof. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Sub-Carrier Agreement Receipts. The engagement will include Sub-Carrier Agreement Receipts and Privilege Fees for each month of the Company's operations in this Agreement Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Sub-Carrier Agreement Receipts and Privilege Fees has been completely and accurately presented, calculated and reported according to the terms of this Agreement.

Authority reserves the right to challenge any findings or conclusions of the Annual Report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions in Section 7.04 below, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute will be final. Delivery of an Annual Report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be deemed a material breach of this Agreement.

If Company has paid to Authority an amount greater than Company is required to pay as Privilege Fees for an Agreement Year under the terms hereof, Company shall be entitled to a credit against Company's monthly installment of the Privilege Fees for the amount of the overpayment. If Company has paid less than the amount required to be paid as Privilege Fees for such Agreement Year, then Company shall pay the difference to Authority fifteen (15) days from the date of invoice.

7.03 Form, Frequency, and Method of Reporting

Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Sub-Carrier Agreement Receipts, and to require the submission by Company of other statistics and information pertaining to the Sub-Carrier Agreement Receipts hereunder. Company agrees to change the form of the required reports and statements as requested by Authority and to provide any additional statistics and information Authority may request.

Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Company to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, Authority shall not be obligated to furnish Company with the equipment or systems necessary to do so.

7.04 Authority Right to Perform Audits, Inspections, or Attestation Engagements

Notwithstanding Company's requirement to submit the Annual Report set forth herein, Authority, or its representative, will have the right through the expiration of the third year after the expiration or termination of this Agreement and at all reasonable times, to review all books, records, and contracts of Company and where applicable, all individuals or other business entities who are party to this Agreement, to substantiate the accuracy of reported Sub-Carrier Agreement Receipts and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by Company personnel (including, but not limited to, cooperation in sending confirmations to Company's suppliers or others, assisting Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Sub-Carrier Agreement Receipts are deposited) as reasonably considered necessary by Authority, or its representatives, to complete the engagement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Sub-Carrier Agreement Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Agreement.

Engagements will be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location, in which event Company shall

reimburse Authority for reasonable transportation, food and lodging costs associated with the engagement, accrued in accordance with Authority Policy and Standard Procedure relating to Travel Expenses. Company shall allow Authority representatives to photocopy any records the representatives determine to be necessary to conduct and support the engagement. Company shall provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Company shall not charge Authority for reasonable use of Company's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Company shall provide all records and retrievals requested within ten (10) days of the request. The Parties recognize that Authority will incur additional costs if records requested are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of \$100 per day for each record requested that is not received. Such damages may be assessed beginning on the eleventh (11th) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished.

If, as a result of any engagement, it is established that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest in accordance with Section 6.09. If it is established that Company underreported Sub-Carrier Agreement Receipts or underpaid fees related to Sub-Carrier Agreement Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Company. Any additional payments due shall be paid no later than Company's next payment of the monthly installment of the Privilege Fees, by Company to Authority. If it is established that Company underreported Sub-Carrier Agreement Receipts or underpaid fees related to Sub-Carrier Agreement Receipts by five percent (5%) or more for the period under consideration, Authority shall be entitled to terminate this Agreement for cause upon thirty (30) days' written notice, unless the deficiency is paid within fifteen (15) calendar days. If as a result of any engagement, it is established that Company has correctly reported or over reported Sub-Carrier Agreement Receipts or has paid fees related to Sub-Carrier Agreement Receipts equivalent to or greater than the sum due, Company shall be entitled to a credit against Company's next monthly installment of the Privilege Fees for the amount of the overpayment and the entire expense of the engagement shall be paid by Authority.

ARTICLE 8

IMPROVEMENTS AND ALTERATIONS TO PREMISES

8.01 Written Approval

Except for routine maintenance on installed Equipment, an Authority Tenant Work Permit is required anytime Company performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises or License Areas. Company will make no improvements or alterations whatsoever to the Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld, or delayed. Within thirty (30) calendar days after receipt by Authority of Company's plans and specifications, Authority will inform Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

8.02 Conditions

If Company's request for approval to make improvements or alterations is granted, the following conditions will apply:

- A. Company will obtain, at Company's sole cost and expense, all required permits and licenses necessary to comply with applicable zoning laws, building codes and other laws or regulations of all appropriate governing entities, including United States, State of Florida, Hillsborough County, City of Tampa and Authority.
- B. Company agrees that all construction, improvements and alterations will conform to and comply with Authority's:
 1. Design Criteria Manual;
 2. Sustainable Design Criteria Manual; and
 3. Tenant Work Permit (applicable as if Company, as licensee under this Agreement, were deemed to be a "Tenant", as defined in the Tenant Work Permit)as may be amended from time to time.
- C. Company agrees to hire only appropriately licensed contractors and subcontractors.
- D. Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other regulatory agency.
- E. Company agrees to be solely responsible for any damage to the Premises, License

Areas, or other Airport property to the extent caused by Company's construction of improvements or alterations.

- F. Upon written Notice to Proceed from the Authority, Company will immediately begin construction and installation of the Equipment in the approved locations.

8.03 Petroleum Storage Systems

In the event Company constructs a petroleum storage system, Company will pay for all costs of construction, maintenance, repair, and upkeep, all taxes and all use and occupational permits or licenses required by federal, state, and local regulations, statutes, codes, or ordinances associated with a petroleum storage system. Company will construct the petroleum storage system in such a manner as will meet all federal, state, or local requirements, including but not limited to the regulations of the Florida Department of Environmental Protection (FDEP) as stated in Chapters 62-761 and 62-762, Florida Administrative Code (FAC), the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations 112 (40 CFR Part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced. Upon termination or expiration of this Agreement as provided herein, upon instruction by Authority's CEO or designee, Company will remove any and all petroleum storage systems and oil-water separators and restore the Premises to condition prior to installation or as approved by Authority.

8.04 Completion of Company's Improvements

Within ninety (90) calendar days of completion of any construction herein permitted, Company will cause to be prepared and delivered to Authority record documents as required under the Tenant Work Permit process, including but not limited to, as-builts, legal descriptions, boundary surveys, and certified final cost of construction. The submission of record document electronic media will be in accordance with Authority's Standard Procedure for computer aided design and drafting and drawings, as may be revised from time to time.

8.05 Alterations and Improvements to Airport

Company acknowledges that from time to time Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the terminal complex or the Airport which may temporarily affect Company's operations hereunder. Company agrees to accommodate Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to Authority, its members, employees, or agents by reason of such inconvenience or impairment.

8.06 Removal and Demolition

Company, its Sub-Carriers, and their subcontractors will not remove or demolish, in whole or in part, any improvements upon the Premises or License Areas without the prior written consent of Authority as to the method of removal or demolition, which consent shall not be unreasonably withheld or delayed.

8.07 Approvals Extended to Architectural and Aesthetic Matters

Approval of Authority will extend to and include architectural and aesthetic matters. Authority reserves the right to reject any antenna location that does not conform to the Authority's architectural and aesthetic color scheme.

8.08 Construction and Installation Schedule

Company will submit a schedule depicting the estimated time required to complete each phase of the DAS installation. All Equipment will be of high quality, safe, and, to the extent applicable, of fire-resistant materials.

ARTICLE 9

TITLE TO IMPROVEMENTS

Except for Sub-Carrier Equipment, which is considered personal property of each Sub-Carrier, and except for Company's Equipment and DAS, which is considered personal property of Company, all fixed improvements of whatever kind or nature installed by Authority or Company (with or without the consent of Authority) upon the Premises or License Areas, including but not limited to, conduit, cable pathways, coaxial, fiber, all buildings, heating and/or air conditioning, interior and exterior light fixtures, fencing, landscaping, paving and the like that, under the laws of the State of Florida, are part of the realty, will become and be deemed to be the property of Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Premises and License Areas. At Authority's sole option, Authority may require Company to remove any such fixed improvements installed by Company and restore the Premises and License Areas to their original condition. Company will pay any costs associated with the restoration of the Premises and the License Areas to their original condition upon such removal. Company will provide Authority such title transfer documents as reasonably required by Authority to convey title to Authority for the fixed improvements. Company will transfer such fixed improvements free and clear of all liens and encumbrances. Company is required to remove the DAS and Company's Equipment upon termination or expiration of the Agreement unless a sale or transfer of the DAS and Company's Equipment to Authority is mutually agreed upon and expressed in writing, in which case Company will transfer title and warranty of same to Authority in accordance with the terms expressed therein.

ARTICLE 10
CONTINGENCIES

In addition to any other conditions set forth in this Agreement, Company's obligation to under this Agreement will be subject to satisfaction of all of the following conditions precedent:

- 10.01 Company submitting to the Authority a Form 7460 showing that its intended use of the Premises and License Areas as set forth in the Uses and Restrictions Article of this Agreement will comply fully with Part 77 of the Federal Aviation Regulations, including without limitation, building height limitations, tower and crane height limitations, and microwave and other communications limitations. The plans and specifications and other documents and information required in connection with the Part 77 airspace review will be submitted by Company to Authority within fifteen (15) calendar days of the Design Completion Date. Authority will review such plans and specifications and other documents and information and then coordinate the submission of such items to the FAA. This condition precedent will be satisfied by Company's delivery to Authority of the above documentation and Authority's review and concurrence.
- 10.02 Company is obtaining the approval from the Authority of Plans for its proposed development and use of the Premises and License Areas pursuant to Section 2.10 of this Agreement. This condition precedent will be satisfied by Authority's delivery to Company of written notice that such Plans and proposed use have been approved.
- 10.03 Company's confirmation with all applicable governmental officials that Company's anticipated development and use of the Premises and License Areas as set forth in the Uses and Restrictions Article of this Agreement will comply with all existing governmental laws, ordinances and regulations applicable to the Premises and License areas, including without limitation, foreign-trade zone and customs regulations, zoning regulations (including, without limitation, storm water drainage and curb cut approvals), and building regulations affecting the Premises (collectively the "Regulations") or Company's obtaining assurance reasonably satisfactory to Company that it will be able to obtain any necessary variance from the Regulations. This condition will be satisfied by Company's obtaining evidence satisfactory to Company that its intended use of the Premises and License Areas will comply with the Regulations, or obtaining any necessary variance therefrom, and Company's delivery to Authority of written notice to that effect.
- 10.04 Company's confirmation with the appropriate utility providers that the Premises and License Areas will have available a reasonably sufficient capacity or supply of utilities or similar services, including without limitation, electric, natural gas, water and sewer services (the "Utilities"), for Company's anticipated development and use of the Premises

and License Areas as set forth in the Uses and Restrictions Article of this Agreement. This condition will be satisfied by Company's delivery to Authority of written confirmation of the availability of sufficient utilities.

- 10.05 Company's obtaining engineering, soil and other information, including without limitation soil investigations, topographical studies and environmental assessments, verifying to Company's reasonable satisfaction that the Premises and License Areas is in a condition suitable for Company's anticipated development and use of the Premises as set forth in the Uses and Restrictions Article of this Agreement. This condition will be satisfied by Company's delivery to Authority of written confirmation that the Premises and License Areas is in a condition satisfactory to Company.
- 10.06 Company's providing to Authority, and Authority approving, evidence satisfactory to Authority confirming Company's complete financial capability to construct and operate Company's DAS, which may include a copy of one or more executed loan commitment(s) for construction and/or permanent financing and/or such other documents and information, including appropriate documentation of equity, capital or other types of financing or funding for Company's DAS. Company will submit such evidence to Authority at least ten (10) calendar days prior to the satisfaction or waiver of contingencies. This condition will be satisfied by Authority's delivery of written confirmation to Company that Company has met the requirements of this subsection, along with a copy of the signed commitment or term sheet for debt or equity funding.
- 10.07 Company will have one hundred eighty (180) calendar days after the Effective Date of this Agreement to satisfy all of the contingencies set forth in this Article.
- 10.08 Company and Authority will exercise their respective good faith and reasonable efforts to cause the timely satisfaction of all of the contingencies set forth in this Article, as may be required by such contingency or as may be reasonably requested by the other Party.

ARTICLE 11

MAINTENANCE AND REPAIR OF PREMISES AND COMPANY'S IMPROVEMENTS

11.01 Company's Responsibilities

Company is obligated to maintain the Premises and License Areas, and the DAS constructed thereon, and every part thereof, in good appearance, repair and safe condition, consistent with good business practice, without cost to Authority. Company will repair all damages to the Airport, Premises and License Areas caused by its employees, patrons or its operations thereon. All paint colors will be submitted to and approved in writing by Authority prior to application. Company is required to provide, at

a minimum, the following maintenance and repair of the DAS and Company's Equipment:

A. Landscaping

The landscaping will be maintained in a manner consistent with good horticultural practices and free of unsightly conditions.

B. Electrical Service

Inspect electrical service areas and keep area free of debris and foreign objects at all times.

C. Vehicle Parking Areas

Clean, sweep, remove oil and debris on a routine basis.

D. Required Scheduled Maintenance

In addition to Company's maintenance obligations included in this Agreement, Company further agrees to maintain, at a minimum, the following components of Premises and License Areas according to the following maintenance schedule:

1. Roof

Company will provide an annual roof inspection of the Head-End Room, on or before each anniversary date of the Operational Date, by a qualified roof inspector/contractor to determine required maintenance action. Such roof will be cleaned biannually, and drains and skuppers will be cleaned as needed.

2. Building Exterior

Building exterior of the Head-End Room will be inspected annually, on or before each anniversary date of the Operational Date. Mildew, staining, dirt, cobwebs, etc. will be cleaned as needed.

3. HVAC Equipment Inspection

All HVAC equipment owned by Company will be inspected monthly, replacing air filters as required. HVAC quarterly, semi-annual and annual maintenance will be performed in accordance with the manufacturer's recommendation. A qualified service vendor will inspect such HVAC systems at least annually, on or before each anniversary date of the Operational Date.

Company will submit a condition report to Authority at the completion of each annual inspection. Recommended work will be performed as soon as practical after receipt of the report.

E. General Maintenance

Company will provide at its own expense such janitorial and cleaning services and supplies as may be necessary in the operation and maintenance of the Premises and Company's use of the License Areas.

Company agrees to maintain and make necessary general repairs to all of the Equipment placed or installed at the Airport. Company agrees to keep and maintain in good condition the Company's electrical equipment located in the Premises and License Areas.

F. Repairs

All repairs to Equipment will be of first class quality in both materials and workmanship. All repairs will be made to conform to the rules and regulations prescribed from time to time by federal, state or local authorities having jurisdiction over the work.

G. Trash

Company will, in a timely manner, provide for the adequate sanitary handling and removal of all trash, garbage and other refuse caused by Company's operations.

H. End of Term Condition

In addition to the scheduled maintenance required under this Article, Company will maintain, repair and upgrade the DAS, Premises and License Areas to ensure that at the end of the Term of this Agreement their condition will be in a good state of operation and repair and will comply, at a minimum, with the conditions set forth below with respect to the Premises and License Areas:

1. The roof will be free of any leaks.
2. The HVAC system will heat and cool properly.
3. All exterior doors will open and close properly.
4. The exterior paint will be free of unsightly conditions.

5. The interior will be painted within one (1) year prior to the termination of this Agreement.
6. The storm water system will be working properly.
7. The exterior pavements will be in good condition without pot holes and spalling.

11.02 Copies of Reports and Warranties

Records of all required scheduled maintenance items outlined in Subsection D above and copies of all warranty information will be forwarded to Authority upon written request. Copies will be forwarded as outlined in the Notices and Communications Article of this Agreement.

11.03 Quality of Maintenance

All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship. Authority will be the sole judge of the quality of maintenance. Authority or its authorized agents may at any reasonable time, without notice, enter upon the Premises, License Areas and DAS to determine if maintenance, repairs, and upgrades satisfactory to Authority are being done. If it is determined that maintenance, repairs and upgrades are not satisfactory, Authority will so notify Company in writing with adequate detail and description of any objections and provide a time frame for Company to rectify same.

11.04 Reimbursement of Authority Made Repairs

If Company fails to perform Company's maintenance or repair responsibilities, Authority will have the right, but not the obligation, to perform such maintenance or repair responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Company, afforded Company a period of thirty (30) calendar days, or such longer duration as may be reasonably required, to correct the failure. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus a 15% administrative charge, within fifteen (15) calendar days from the date of the invoice. Failure of Company to pay will be deemed a condition of default of this Agreement.

ARTICLE 12

DEFAULT AND TERMINATION RIGHTS

12.01 Events of Default

The following events will (subject to the notice and cure periods set forth in Section 12.02) be deemed events of default by Company:

- A. The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.
- B. The conduct of any business or performance of any acts at the Premises or License Areas not specifically authorized in this Agreement or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) calendar days of receipt by Company of Authority's written notice to cease said business or acts.
- C. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets.
- D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.
- G. The failure of Company to deliver any Guaranty required by this Agreement.

12.02 Authority's Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following thirty (30) calendar days' notice by Authority and Company's failure to cure (except that if such failure cannot be cured within such thirty (30) day period, it will not be considered a default if Company commences to cure such failure within such thirty (30) day period and thereafter pursues diligent efforts to effect such cure to completion), Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with law, take possession of the Premises and License Areas. Authority will not be deemed to have thereby accepted a surrender of the Premises and License Areas, and Company will remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of this Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or twelve percent (12%) per annum, whichever is greater, to the maximum extent permitted by law; or.
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Premises and License Areas, whereupon all rights and interest of Company in the Premises and License Areas will end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Agreement or provided by law.

12.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments

accruing hereunder until termination of this Agreement as set forth in this Agreement.

12.04 Company's Remedies

Upon thirty (30) calendar days written notice to Authority, Company may terminate this Agreement and all of its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Agreement or in the payment of any DAS Charges or other charges to Authority, and only upon or after the occurrence of any of the following events: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

ARTICLE 13

DISCLAIMER OF LIENS

The interest of Authority in the Premises, License Areas, and other areas on the Airport will not be subject to liens for any work, labor, materials or improvements made by or for Company, whether or not the same is made or done in accordance with an agreement between Authority and Company, and it is specifically understood and agreed that in no event will Authority or the interest of Authority in the Premises, License Areas or other areas of the Airport be liable for or subjected to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for materials furnished or improvements, labor or work made by or for Company to the Premises. Company is specifically prohibited from subjecting Authority's property to any construction, mechanics', materialmen's, suppliers', professional, laborers' or equitable liens for improvements made by or for Company or for any materials, improvements or work for which Company is responsible for payment. Company will provide notice of this disclaimer of liens to any and all contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other lien or notice of lien is filed against any portion of the Premises, License Areas or other areas of the Airport for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Company, Company will cause any such lien to be discharged of record within thirty (30) calendar days after notice of filing thereof by payment, bond or otherwise or by posting with a reputable title company or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Company contests to conclusion the claim giving rise to such lien.

Company will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To secure Company's compliance with this Section, Company shall provide Authority a payment and performance bond as required in the Tenant Work Permit Handbook.

ARTICLE 14
INDEMNIFICATION

1. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, royalties, liens, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
 - a) presence on, use or occupancy of Authority property;
 - b) acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 - c) any breach of the terms of this Agreement;
 - d) performance, non-performance or purported performance of this Agreement;
 - e) violation of any law, regulation, rule or ordinance;
 - f) infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 - g) contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant.

by the Company or the Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, regardless of whether the liability, suit, claim, expense,

loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts of omissions of the Authority, its members, officers, agents, employees, and volunteers.

2. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend the Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, expenses, losses, costs, royalties, liens, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from:
 1. the presence on, use or occupancy of Authority property;
 2. acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 3. any breach of the terms of this Agreement;
 4. performance, non-performance or purported performance of this Agreement;
 5. violation of any law, regulation, rule, order, decree or ordinance;
 6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant.

by the Company or the Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers or any other indemnified party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Company by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

3. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: to the maximum extent permitted by Florida law, Company will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Agreement.
4. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1), or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of the Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of the Article will not be limited by the amount of any insurance required to be obtained or maintained under the Agreement.
5. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers if fully and finally barred by the applicable statute of limitations or repose.
6. Nothing in this Agreement will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
7. The Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
8. Paragraphs A-G or any part of Paragraph A-G is deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

ARTICLE 15

INSURANCE

15.01 Insurance

Company agrees to provide its full limits for every policy specified herein, without reduction. Every policy shall be maintained without interruption or amendment throughout the life of this Agreement and for any period of extension described herein. In the event the Company becomes in default of any requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Authority, members of the Authority's governing body, and Authority officers, volunteers, and employees are included as additional insureds.

A. Required Coverage – Minimum Limits

1. Commercial General Liability Insurance

Coverage will be provided for liability resulting from, arising out of, or in connection with, ongoing Services performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01 10 01. Additional Insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. To the extent that there is any deficiency, reduction, or gap in a policy, Company agrees to remain responsible and obligated to make Authority whole as if Company fully met the insurance requirements of this Agreement. Company shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

	Agreement Specific
General Aggregate	\$25,000,000
Each Occurrence	\$25,000,000
Personal and Advertising Injury	\$25,000,000
Products and Completed Operations Aggregate	\$25,000,000

2. Workers' Compensation and Employer's Liability Insurance

Company shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

Part One:	"Florida Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000

Disease – Each Employee

\$1,000,000

It is the responsibility of Company to ensure that all entities and person(s) working for or behalf of itself or any subcontractor, subconsultant, independent contractor, sole proprietorship, partner, “leased employee”, person obtained through a professional employer organization (“PEO’s”), operator, and any personnel obtained under an agreement, including equipment rental agreements, have Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law.

3. Commercial Automobile Liability Insurance

Company agrees to provide its full policy limits for commercial auto coverage, without reduction, on all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. To the extent that there is any deficiency, reduction, in a policy, Company agrees to remain responsible and obligated to make the Authority whole as if Company fully met the insurance requirements of the Agreement. Company shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

Combined Single Limit each accident Damage
combined

\$1,000,000

4. Professional Liability/Errors & Omissions Insurance including Network Security and Cyber Liability

Company agrees to provide its full policy limits for its professional liability, errors & omissions, network security and cyber liability exposures, without reduction. Such insurance will be maintained by Company without interruption or amendment throughout the life of this Agreement and for a period of three years following termination of this Agreement.

Coverage will include all work of Company and cover the negligent acts, errors and/or omissions, as well as damages resulting from any claim arising out of network security breaches, unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for “Event Management,” including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form,

the retroactive date must be no later than the first date of Services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Company shall not allow its coverage required to have this coverage to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence	\$5,000,000
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5. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by the Agreement, waives all rights against Authority, members of Authority’s governing body and its officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by Company.

B. Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

15.02 Insurance Requirements

With respect to each of the required coverages, Company will, at Company’s expense, procure, maintain and keep in force in no lesser amount and type of insurance conforming to the minimum requirements set forth in this Agreement. All Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII must be submitted for approval prior to use. Such insurance will be no more restrictive than is required by this Agreement. Authority retains the right to approve or disapprove the use of any insurer, policy, risk-transfer or assumption program but in all cases the coverage, policy, or program should not be more restrictive than the latest edition of the Form filed for use in the State of Florida by the Insurance Services Office (ISO).

A. Term of Coverage:

Except as otherwise specified in this Agreement, the insurance will commence on or prior to the Effective Date of the Agreement and will be maintained in force throughout the duration of this Agreement and for any period of extension described

herein. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of this Agreement or the beginning of Agreement work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in this Agreement.

B. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, Company will immediately take all possible steps to have it fully reinstated. The Commercial General Liability policies and any other policy that can be so endorsed shall include a per policy endorsement providing that the limits of such insurance specified in the Agreement shall apply solely to the work under the Agreement without erosion of such limits by other claims or occurrences.

C. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide Authority with thirty (30) days written notice or ten (10) days of non-payment, prior to the cancellation of any policy. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

D. No waiver by approval/disapproval:

Authority accepts no responsibility for determining whether the Company is in full compliance with the insurance and coverage required by this Agreement. Authority's approval or failure to disapprove any policy, coverage, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses Authority may have. To the extent that there is any deficiency, reduction, in a policy, Company agrees to remain responsible and obligated to make Authority whole as if Company fully met the insurance requirements of this Agreement.

E. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority's Premises

Company will not use or occupy Authority's premises in connection with this Agreement until the required insurance is in force, preliminary evidence of insurance acceptable to Authority has been provided to Authority and Authority has granted permission to Company to commence work or use or occupy the premises in connection with this Agreement. Company will certify that it is in compliance to Authority and will remain in compliance.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by this Agreement, Company will furnish Authority with an ACORD Certificate of Liability Insurance reflecting the required coverage described herein and it shall be provided prior to execution of this Agreement, and prior to all renewal periods, which occur before final acceptance of the Services. Written notice must be provided to Authority within ten (10) days of any cancellation, notice of cancellation, lapse, or proposed change to any policy or coverage that affect coverage required hereunder as described herein.

The ACORD Certificate of Liability Insurance must:

- a. Be signed by an authorized representative of the insurer. Company shall furnish the entity with endorsements effecting coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind the coverage on its behalf. If requested by Authority, Company will, within thirty (30) days after receipt of written request from Authority, provide Authority, or make available for review, a certified complete copy of the policies of insurance. Company may redact those portions of the insurance policies that are not relevant to the coverage required by this Agreement. Company will provide Authority with renewal or replacement evidence of insurance, acceptable to Authority, prior to expiration or termination of such insurance.
- b. State that: "Hillsborough County Aviation Authority, members of Authority's governing body and Authority's officers, volunteers, and its employees, as additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."
- c. State that "the insurers for all policies have waived their subrogation rights against Authority, its governing body, officers, volunteers, and employees";
- d. Indicate that the certificate was issued in connection with this Agreement;
- e. Indicate the amount of any deductible or self-insured retention applicable to

all coverages;

- f. Identify the name and address of the additional insured as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

- g. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

Authority's approval or failure to disapprove any policy, coverage, form, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses Authority may have. This provision shall apply to Company.

Company will provide Authority with renewal or replacement evidence of insurance, acceptable to Authority, prior to expiration or termination of such insurance.

F. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions or any scheme, to include the use of a captive, trust, pooled program, parametric, investment-linked insurance, or any other than a fully insured program must be approved by Authority. Company agrees to provide all documentation necessary for Authority to review the deductible, self-insurance, or alternative program.
2. Company will pay on behalf of Authority, any member of Authority's governing body, or any officer or employee of Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against Authority, any member of Authority's governing body, or any officer or employee of Authority.
3. The agreement by Authority to allow the use of a deductible, self-insurance program, or alternative program will be subject to periodic review by Authority. If, at any time, Authority deems that the continued use of a deductible, self-insurance, or alternative program by Company should not be permitted, Authority may, upon sixty (60) days written notice to Company, require Company to replace

or modify the deductible, self-insurance, or alternative program in a manner satisfactory to Authority.

4. Any deductible amount, self-insurance, or alternative program's retention will be included and clearly described on the certificate prior to any approval by Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

G. Company's Insurance Primary:

The insurance required by this Agreement will apply on a primary and noncontributory basis. Company will ensure that it remains in compliance with this provision. Any insurance maintained by Authority will be excess and will not contribute to the insurance provided by or on behalf of Company.

ARTICLE 16

PERFORMANCE GUARANTY, PAYMENT SECURITY AND DELAY DAMAGES

16.01 Performance Guaranty

Prior to the commencement of this Agreement, Company will provide to Authority and maintain during the construction and installation of the DAS through the Operational Date, a performance guaranty with a surety company satisfactory to Authority and licensed to conduct business in the State of Florida as follows:

Company will provide to Authority a performance bond or letter of credit in the sum of \$9,500,000.00 in a form acceptable to Authority.

16.02 Payment Security

- A. Company will provide Authority on or before the Effective Date of this Agreement an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to Five Hundred Thousand Dollars (\$500,000.00), to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all DAS Charges due hereunder (Payment Security). Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to

Authority at least sixty (60) days prior to any cancellation.

- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to Five Hundred Thousand Dollars (\$500,000.00), or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to Five Hundred Thousand Dollars (\$500,000.00).
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within ninety (90) days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.
- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

If at any time after commencement of this Agreement and receipt of said guaranties by Authority, Authority will reasonably deem the surety or sureties upon such guaranty or guaranties to be unsatisfactory, or if, for any reasons, such guaranty or guaranties cease to be adequate to cover the performance of this Agreement or prompt payment as above specified, Company will, at its expense within five (5) days of written notice from Authority to do so, furnish additional guaranty or guaranties in such form and amount and with such surety or sureties as will be deemed satisfactory to Authority. In such event, no further payment to Company will be deemed due under this Agreement until such new or additional guaranty or guaranties are furnished in a manner and form satisfactory to Authority.

16.03 Satisfactory Performance

Subject to the provisions of the Payment Security Requirements Section above, the Payment Security will be returned within ninety (90) days following the expiration of the Term (including any renewals) of this Agreement, subject to the satisfactory performance by

Company of all terms, conditions, and covenants contained herein.

16.04 Delay Damages

It is mutually agreed between the Parties hereto that time is of the essence of this Agreement and in the event the DAS has not achieved completion by the Operational Date herein specified, it is agreed that the Authority may charge Company as stated below:

- A. \$650.00 per calendar day for the first (1st) thirty (30) days following the Operational Date.
- B. \$1,500.00 per calendar day for each day thereafter.

Delay Damages will be assessed per day, for each day thereafter, Sundays and holidays included, until the DAS is operational, not as a penalty but as liquidation of a reasonable portion of loss that will be incurred by the Authority if the DAS is not completed on or before the Operational Date.

ARTICLE 17

PROPERTY DAMAGE

17.01 Partial Damage

In the event a portion of the Premises, License Areas and/or DAS is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Company will give Authority immediate notice thereof and commence repairs immediately and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

17.02 Extensive Damage

In the event damages as referenced in Section 17.01 of this Article are so extensive as to render a significant portion of the Premises, License Areas and/or DAS unusable, but capable of being repaired within one hundred twenty (120) calendar days, Company will give Authority immediate notice thereof and commence repairs immediately and will diligently and continuously prosecute the same to full completion at Company's own cost and expense.

17.03 Complete Destruction

In the event damages as referenced in Section 17.01 of this Article are so extensive as to

render the entire Premises, License Areas and/or the DAS untenable, and the Premises, Head-End Room, License Areas and/or the DAS cannot be repaired within one hundred twenty (120) calendar days, Company will give Authority immediate notice thereof. Within thirty (30) calendar days, Authority will advise Company in writing of its decision as to whether Company must repair, replace, or reconstruct the Premises, License Areas and/or DAS or must distribute the insurance proceeds in accordance with Subsection 17.07.B. of this Article. If Authority's decision is that Company must repair, replace, or reconstruct the Premises, License Areas and/or DAS, Company will commence the full restoration of the Premises, License Areas and/or DAS and diligently and continuously prosecute the same to full completion at Company's own cost and expense. In the event Company does not repair, replace, and reconstruct the Premises, License Areas and/or DAS, Authority will not be required to grant alternative Premises or License Areas.

17.04 Abatement of DAS Charges

In the event of such extensive damage or complete destruction as referenced in Sections 17.02 and 17.03 of this Article, the portion of the DAS Charges attributable to untenable Premises and License Areas will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Premises and License Areas can be re-occupied. Notwithstanding the foregoing, in the event the Premises and License Areas are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's DAS Charges and other fees will not abate and Company will be responsible for all costs to repair or rebuild that portion of the Premises and License Areas damaged or destroyed as a result of Company's act or omission.

17.05 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of Company's furniture, fixtures, Equipment, and supplies will be the responsibility of and paid for by Company. Authority will not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises, License Areas and/or DAS, regardless of the cause of damage or destruction.

17.06 Waiver of Subrogation

To the extent such insurance permits, and then only to the extent collected or collectable by Company under its property insurance coverage, Company waives any and all claims against Authority and its agents, servants and employees for loss or damage to property.

17.07 Insurance Proceeds

A. Rebuilding the Premises, License Areas, and/or DAS

Upon receipt by Company of the proceeds of any applicable insurance policy or policies related to a casualty loss, the proceeds will be deposited in an escrow account approved by Authority so as to be available to pay for the cost of such repair, replacement or rebuilding. Any insurance proceeds will be disbursed during construction to pay the costs of such work.

If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of the DAS, Company will pay any additional sums required into such escrow account.

If the amount of the insurance proceeds is in excess of the costs of repair, replacement or rebuilding of the DAS, the amount of such excess will be disbursed as follows:

1. Such proceeds will be applied first toward any amounts owed to Authority under this Agreement.
2. The balance of the proceeds, if any, will be paid to Company if Company is in compliance with this Agreement and Authority has not provided or paid for the insurance. If Authority has paid for or provided the insurance, the balance of the proceeds will be paid to Authority.

B. Termination Without Rebuilding

If Authority decides to terminate this Agreement without rebuilding the DAS, the proceeds of insurance policies obtained by Company will be applied in the following order:

1. To demolish and cleanup (including environmental cleanup and remediation) the damage and to restore the Premises, License Areas and/or DAS; and
2. To Authority and Company as follows: Authority will receive a portion of the insurance proceeds determined by multiplying the balance of insurance proceeds by a fraction, the numerator of which is the number of calendar months that passed since the Operational Date, and the denominator of which is the total number of months in the Term (including any renewal option, if such renewal options are approved at the time of the damage or destruction), with the remainder of any such balance to be paid to Company.

ARTICLE 18
DAMAGING ACTIVITIES

No goods or materials will be kept, stored, or used in or on the Airport that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the Airport. Nothing will be done on the Airport other than as provided in this Agreement that will increase the rate of or suspend the insurance on the Premises and License Areas or on any structure of the Authority. No machinery or apparatus will be used or operated on the Airport that will damage the Airport or adjacent areas; provided, however, that nothing in this Article will preclude Company from bringing or using on or about the Airport, with approval by Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Company's business under this Agreement.

The term "Hazardous" will mean:

- 18.01 Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
- 18.02 Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.), and the associated regulations; or
- 18.03 Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
- 18.04 Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
- 18.05 Any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea, Formaldehyde foam insulation; or
- 18.06 Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

ARTICLE 19

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, State, and local laws and regulations, Airport Rules and Regulations, Policies, Manuals, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to Company's specific use of the Airport for the provision of Services as set forth in this Agreement. Company, its officers, employees, agents, subcontractors, and those under its control will comply with safety, operational, or security measures required of Company or Authority by the FAA or Transportation Security Authority (TSA) with respect to Company's specific use of the Airport for the provision of Services as set forth in this Agreement. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures, and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten (10) calendar days of written notice.

ARTICLE 20

AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 21

NON-DISCRIMINATION

These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of Company; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

21.01 Civil Rights – General – 49 USC § 47123

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.

This provision binds the Company and subcontractors from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates Company or its transferee 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 Party or any transferee for the longer of the following periods:

- A. The period during which the property is used by the Airport owner 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
- B. The period during which the Airport owner or any transferee retains ownership or possession of the property.

21.02 Civil Rights – Title VI Assurances

A. Compliance with Nondiscrimination Requirements

During the performance of this Agreement, Company, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations:

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.

2. Nondiscrimination:

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. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement 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 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 Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports:

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 Authority or the FAA 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, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event of Company's noncompliance with the Nondiscrimination provisions of this Agreement, Authority will impose such Agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding payments to Company under the Agreement until Company complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions:

Company will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities:

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

1. 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);
2. 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);
3. 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);
4. 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;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. 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);
7. 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);

8. 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;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
11. 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, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 22

WOMAN AND MINORITY-OWNED BUSINESS ENTERPRISE

22.01 Authority's Policy

Authority is committed to a policy and program for the participation of Woman and Minority-Owned Business Enterprises (W/MBEs) in non-concession, non-federally funded contracting opportunities (W/MBE Program) in accordance with the Authority's W/MBE Policy and Program adopted December 13, 2007, as may be amended. In advancing Authority’s Policy, Company agrees to ensure that W/MBEs, as defined in Authority's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Agreement. Company will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs are encouraged to compete for and perform subcontracts under this Agreement.

22.02 Non-Discrimination

- A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of Authority's W/MBE Policy and Program in the award and Authority of agreements. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.
- B. 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 agreement, management contract, or subcontract, purchase or sub-license agreement.
- C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.

22.03 W/MBE Participation

- A. W/MBE Goal: No specific goal for W/MBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with Authority's W/MBE Policy and Program, throughout the Term of this Agreement, to contract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, the State of Florida Department of Management Services, Office of Supplier Diversity, or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Agreement.
- B. W/MBE Termination and Substitution: Company will not terminate a W/MBE for convenience without Authority's prior written consent. If a W/MBE is terminated by Company with Authority's consent or because of the W/MBE's default, then Company must make a good faith effort, in accordance with the requirements of Authority's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Company and the W/MBE

participant, and other records pertaining to the W/MBE participation plan, which Company will maintain for a minimum of three (3) years following the end of this Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all sub-licenses or subcontracts utilized by Company for the achievement of these goals.

- D. Prompt Payment: Company agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment Company receives from the Authority. Company agrees further to release retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Authority. This clause applies to both W/MBE and non-W/MBE subcontractors.

ARTICLE 23

ENVIRONMENTAL

23.01 General Conditions

Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises and License Areas, the following:

- A. Company is knowledgeable of and agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Premises and License Areas and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.
- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include, but not be

limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.

- C. Company agrees to comply with National Environmental Policy Act (NEPA) which is a federal requirement for the protection of the environment. The NEPA regulations can be found under FAA Order 1050.1F.
(https://www.faa.gov/documentLibrary/media/Order/FAA_Order_1050_1F.pdf)
- D. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Premises and License Areas.
- E. Company agrees that all remedies of Authority as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.
- F. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within twenty-four (24) hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify within the cure period established in the Default and Termination Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.
- G. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

23.02 Environmental Considerations

- A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Premises. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, federal, state, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water.

Company's discharge, spill or introduction of any Hazardous Substance onto the Premises and License Areas or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

- B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the U. S. Environmental Protection Agency (EPA) and the appropriate generator permit and will comply with all federal, state, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.
- C. Company agrees to provide Authority, within ten (10) calendar days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Premises and License Areas.
- D. At the end of this Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least thirty (30) calendar days prior to the end of this Agreement.

23.03 Solid Waste

- A. The term "Solid Waste", as used in this Agreement, will mean:
 - 1. any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the Florida Department of Environmental Protection (FDEP), specifically Chapter 62-702, Florida Administrative Code (FAC); or
 - 2. any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or
 - 3. any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or

4. yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

23.04 Prior Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous substances, as defined herein, affecting the Airport, Premises and License Areas that occurred prior to Company's entry upon the Premises and License Areas or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

23.05 Off-Site Environmental Impacts

Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous substances affecting the Airport, Premises and License Areas that occurs by reason of the migration or flow to the Premises and License Areas from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Premises and License Areas.

23.06 Petroleum Storage Systems

- A. At Company's expense, Company will at all times comply with all applicable federal, state, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR part 112), as well as the requirements of the Environmental Protection Commission of Hillsborough County (EPC), as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.
- B. To the extent applicable, Company will only engage fuel suppliers whose employees have been trained on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee or an employee of the fuel supplier engaged by Company. Company will comply with all applicable requirements of 40 CFR part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and

Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

- C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Premises that may be adopted by Authority. Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

23.07 Stormwater

Notwithstanding any other provisions or terms of this Agreement, Company acknowledges that certain properties within the Premises and License Areas or on Authority-owned land are subject to stormwater rules and regulations. Company agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Premises and License Areas, and, if applicable, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on the Premises and License Areas, the following:

- A. Company may be required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining "best management practices" (BMPs) (as such term may be defined in applicable stormwater rules and regulations). If applicable, Company will establish a BMP plan for the Premises and License Areas and submit a copy to Authority.
- B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. If necessary, the submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. Company may be required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and

maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Premises and License Areas, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

23.08 Environmental Inspection at End of Agreement Term

- A. At least one hundred twenty (120) calendar days before the expiration or early termination of the Term or any renewal options, as provided herein, Company will conduct an environmental inspection and examination of the Premises and License Areas. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Premises and License Areas have been impacted by the release of Hazardous Substances or if hazardous waste is detected, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable federal, state, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- B. During the period of a cleanup due to the environmental condition of the Premises and License Areas, Company's obligations, including the payment of DAS Charges, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 24
FAA APPROVAL

This Agreement may be subject to approval of the FAA. If the FAA disapproves this Agreement, it will become null and void, and both Parties will bear their own expenses relative to this Agreement, up to the date of disapproval.

ARTICLE 25
RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, including the Premises and License Areas, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from or operating on Airport.

Company expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises and License Areas to such a height so as to comply with Federal Aviation Regulations, Part 77 and Authority zoning. Company further expressly agrees for itself, its successors and assigns, to prevent any use of the Premises and License Areas that would interfere with or adversely affect the operation or maintenance of Airport or otherwise constitute an Airport hazard.

In the event Company (or anyone holding through Company) interferes with Authority's right of free passage, Authority reserves the right to enter upon the Premises and License Areas and to remove the offending structure or object and cut the offending natural growth, all of which shall be at the expense of Company.

ARTICLE 26
RIGHT OF ENTRY

Authority will have the right to enter the Premises, Head-End Room, License Areas and DAS for the purpose of periodic inspection of the Premises and License Areas from the standpoint of safety and health and monitoring of Company's compliance with the terms of this Agreement. Authority may at any time during the Term hereof, upon reasonable notice and at reasonable times, enter upon the Premises, Head-End Room, License Areas and DAS, and at any time during the last year of the Term or in the event of default, show the Premises, Head-End Room, License Areas and DAS to prospective tenants, as long as such examination or showing does not unreasonably interfere with Company's operations.

ARTICLE 27

FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Communications Equipment Rooms are located, for public purposes, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, Company's obligation to pay DAS Charges will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 28

SIGNS

28.01 Written Approval

Except with the prior written approval of Authority and consistent with applicable law, Company will not erect, maintain, or display any signs or any advertising at or on the Premises and License Areas.

28.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises and License Areas, and, in connection therewith, will restore the portion of the Premises and License Areas, affected by such signs or advertising to the same conditions as existed at the commencement of the Term, reasonable wear and tear excepted. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises and License Areas, Authority may perform the necessary work at the expense of Company.

ARTICLE 29

UTILITIES

29.01 Upgraded Utility Infrastructure

Company agrees to pay the full cost and expense associated with the upgrade, installation and maintenance of all utility infrastructure related to its use of the Premises and License Areas and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

29.02 Utility Services

Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunication and data services and the cost of necessary meters and impact fees for measuring said utility services. Company will save Authority harmless from any and all costs or charges for utility services furnished to or required by Company as may be necessary or required in the operation and maintenance of the Premises and License Areas.

29.03 Easement Rights Reserved to Authority Regarding Utility Lines and Services

Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Premises and License Areas. When installing new lines or services, Authority will protect any existing Premises and License Areas and will avoid any unreasonable interference with Company's operations.

ARTICLE 30

INGRESS AND EGRESS

30.01 Use of Public Way

Company will have the right of ingress and egress to and from the Airport, the Premises, and the License Areas for Company's officers, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to applicable laws and Authority's right to establish Policies, Rules and Regulations, Standard Procedures, and Operating Directives governing (1) the general public, including Company's customers, and (2) access to non-public areas at the Airport by Company's employees, suppliers of materials, and furnishers of services.

30.02 Methods of Ingress or Egress

Authority may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any method of ingress or egress on Airport, so long as

a means of ingress and egress reasonably equivalent is concurrently made available to Company. Company hereby releases and discharges Authority from any and all claims, demands, or causes of action that Company may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 31

PROPERTY RIGHTS RESERVED

This Agreement will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said Premises and License Areas are a part. Company understands and agrees that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 32

ASSIGNMENT AND SUBCONTRACTING

32.01 Assignments

Company will not have the right to sell, assign, sub-license or otherwise transfer any or all of the Premises and License Areas without the prior written consent of Authority, which will not be unreasonably withheld, or delayed. Authority will not be deemed to have acted unreasonably in withholding consent to any proposed assignment or sub-license to an entity that: (A) has a financial net worth that, in the opinion of Authority, is inconsistent with that of Company; or (B) proposes a use different than those uses authorized in this Agreement. If transfer, sub-license, assignment or delegation is approved, Company will be solely responsible for ensuring that its transferee, sublessee, assignee or delegate performs pursuant to and in compliance with the terms of this Agreement. Any assignment, mortgage, license, delegation, sub-license or the like will be subject to all of the terms and conditions contained in this Agreement. Any assignment, mortgage, license, delegation, sub-license or the like will be subject to all of the terms and conditions contained in this Agreement. In no event will any approved assignment or sub-license diminish Authority's rights to enforce any and all provisions of this Agreement.

32.02 Prior Notice of Transfer, Sub-license, Assignment, or Delegation

Any attempted transfer, sub-license, assignment or delegation of this Agreement without the prior written approval of Authority shall be void and of no effect, except Company and all purported assignees, delegates, and sub-licenses shall be obligated and liable to Authority with respect to each and every provision of this Agreement as fully as if such attempted transfer, sub-license, assignment, or delegation had been valid.

32.03 Subsequent Assignment/Sub-license

Any transfer, sub-license, assignment or delegation of this Agreement approved by Authority will not be construed to authorize or permit any additional or subsequent transfer, sub-license, assignment, or delegation of this Agreement.

32.04 Company's Liability

Unless specifically released by Authority, in the event of an assignment or sub-license, Company will remain obligated and liable to Authority for the performance of all covenants, terms, conditions, warranties and other provisions of this Agreement to the same extent that it would have been obligated and liable if no assignment, delegation, sub-license, transfer, conveyance, mortgage or pledge had been made.

32.05 Authority Right to Assign

Authority may, at any time, assign or delegate any or all of its rights hereunder and such assignee shall assume all of the rights, remedies, covenants, and obligations of Authority.

32.06 Right of First Refusal

If at any time during the Term of this Agreement Company receives a bona fide offer to purchase its rights under this Agreement in and to the Premises and License Areas which Company desires to accept (the "Purchase Offer"), Company will deliver to Authority a copy of the Purchase Offer. Authority will have thirty (30) calendar days from Authority's receipt thereof to elect to purchase such interests on the same terms and conditions as contained in the Purchase Offer by giving written notice to Company of its election. Authority's failure to so notify Company within such 30-day period will constitute Authority's election not to purchase such interests. If Authority elects to purchase such interests, the closing of Company's purchase will take place within ninety (90) calendar days after Company's notice to Authority, at a time and place reasonably selected by Authority. If Authority elects not to purchase such interests, Company will have the right (subject to the provisions of this Agreement) to sell such interests to the purchaser named in the Purchase Offer on the terms and conditions contained therein, provided that prior to the closing of such sale, the purchaser will execute and deliver to Authority the purchaser's written assumption of all Company's obligations under this Agreement. If

Company completes the sale of such interests to the purchaser, Authority's rights under this Article will continue to apply to any subsequent proposed sale by the purchaser. If for any reason Company fails to complete the sale of such interests to the purchaser pursuant to the terms and conditions contained in the Purchase Offer, Authority's rights under this Article will continue to apply to any change in the Purchase Offer (which will be treated the same as a new offer) and to any subsequent offer to purchase such interests received by Company.

ARTICLE 33

MORTGAGE RIGHTS OF COMPANY

Company may not mortgage, pledge or hypothecate its license interest herein without the prior written consent of Authority.

ARTICLE 34

COMPANY TENANCY

The undersigned member or officer of Company hereby warrants and certifies to Authority that Company is in good standing and authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind Company to the terms of this Agreement by his or her signature thereto.

ARTICLE 35

NON-EXCLUSIVE RIGHTS

Unless required by non-appealable order of the Federal Communication Commission, notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the specifically enumerated rights granted under this Agreement are exclusive during the Term of the Agreement. Such exclusivity does not prohibit Authority from granting like rights related to different communication technologies than employed by Company with respect to the DAS to third parties.

ARTICLE 36

RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Company or its subcontractors and without interference or hindrance. Notwithstanding the foregoing, Authority will take reasonable measures to advise Company of any proposed improvements that might reasonably affect Company and its use under this Agreement.

ARTICLE 37

APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement will lie exclusively in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against Authority, and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 38

RIGHT TO AMEND

In the event that the FAA, or its successors, requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the DAS Charges or any other fees provided for hereunder.

ARTICLE 39

HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement. If for any reason there is a conflict between content and headings, the content will control.

ARTICLE 40
NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) calendar days after depositing such notice or communication in a postal receptacle, or one (1) calendar day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO Authority:
(MAIL DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622-2287

TO Company:
(MAIL DELIVERY)
Crown Castle Fiber LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – SCFS
2000 Corporate Drive
Canonsburg, PA 15317

Attn: Chief Executive Officer

AND TO:
Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCFS Contract Management

OR
(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway, Suite 2400
Administration Building
Tampa, Florida 33607
Attn: Chief Executive Officer

OR
(HAND DELIVERY)
Crown Castle Fiber LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317
Attn: General Counsel

or to such other address as either Party may designate in writing to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation, such as a certified return receipt or overnight mail tracking receipt, is encouraged.

Company will notify Authority in writing within ten (10) calendar days following any change in Company's Representative, Company's name, or Company's address indicated above.

ARTICLE 41

SUBORDINATION TO TRUST AGREEMENT

This Agreement and all rights of Company hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements made by Authority authorizing the issuance of bonds by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.

ARTICLE 42

RADON GAS NOTIFICATION

In accordance with requirements of the State of Florida, the following notification statement will be included in all agreements relating to use of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active 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.

ARTICLE 43

RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

ARTICLE 44

COMPLETE AGREEMENT

This Agreement represents the complete understanding between the Parties, and any prior agreements, or representations, whether written or verbal, are hereby superseded. This Agreement may subsequently be amended only by written instrument signed by the Parties

hereto.

ARTICLE 45

AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer is hereby empowered to act on behalf of Authority.

ARTICLE 46

INVALIDITY OF CLAUSES

The invalidity of any part, portion, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, article, paragraph, provision, or clause thereof, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

ARTICLE 47

MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include all genders.

ARTICLE 48

TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 49

CONDEMNATION

If the whole or any material portion of the Premises and License Areas is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises and License Areas commercially

infeasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired Term of this Agreement or for the value of license improvements owned by Authority. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

If a portion of the Premises and License Areas is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises and License Areas commercially feasible, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting as to the portion so condemned only, with the DAS Charges reduced by the proportionate reduction in square footage, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired Term of this Agreement or for the value the Improvements taken. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 50

BROKERAGE COMMISSION

Company represents and warrants to Authority that it has not dealt with any broker, realtor, or other person who may claim a commission or fee in connection with this Agreement, and Company will indemnify Authority, against any claim for commission or fee made by any person based on dealings with Company.

ARTICLE 51

PERSONAL PROPERTY

Any personal property of Company or others placed on the Premises and License Areas will be at the sole risk of Company, and Authority will not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Company hereby waives all rights of subrogation against or recovery from Authority for such loss or damage unless such damage or loss is the result of negligence or activity on the Premises and License Areas by Authority.

ARTICLE 52

SURRENDER OF PREMISES

Subject to the Title to Improvements Article of this Agreement, Company will surrender up and deliver the Premises and License Areas to Authority upon the conclusion of the Term in the same condition as existed at the Operational Date, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises and License Areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within thirty (30) calendar days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of the payment of any fees and charges due under this Agreement, Authority will have a lien for such overdue fees and charges upon any property found upon the Premises and License Areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises and License Areas without the written approval of Authority.

ARTICLE 53

NO ACCEPTANCE OF SURRENDER

No act by Authority or Authority's agents or employees during the Term will be deemed an acceptance of the surrender of this Agreement, and no acceptance of a surrender will be valid unless in writing.

ARTICLE 54

PERSONAL LIABILITY

No elected official, appointed official, director, officer, agent or employee of the Authority shall be charged personally or held contractually liable by or to Company under any term or provision of this Agreement, or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Agreement.

ARTICLE 55

FORCE MAJEURE

In the event Authority or Company is prevented or delayed in the performance of any improvement or repair or fulfilling any other obligation required under this Agreement due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials or other causes beyond the performing Party's reasonable control, the period of such delay shall be added to the

time for performance thereof; provided, however, that this Section shall not apply to the payment of any sums of money required to be paid by Company hereunder, including License Charges, Privilege Fees, License Area Maintenance, Electricity Charges or any obligation of Authority or Company that can be satisfied by the payment of money. The performing Party shall have no liability by reason of such permitted delays.

ARTICLE 56

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign company or corporation, then in any such event Company does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Agreement and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the registered mailing of such complaint and process to Company at the address set out in Article 40 and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the court and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 57

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Agreement.
- B. Upon request from Authority custodian of public records, provide Authority 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, Fla. Stat. 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 this Agreement Term and following completion of this Agreement.
- D. Upon completion of this Agreement, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

ARTICLE 58

ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

58.01 This Agreement; and then

58.02 ITN No. 19-534-003, Distributed Antenna System (DAS), and all its addenda; and then

58.03 Company's response to ITN No. 19-534-003 and any subsequent information submitted by Company during the evaluation process.

ARTICLE 59

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Company is required to complete Exhibit G, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit G for each year this Agreement is renewed, if any.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this ____ day of _____, 2019.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST:

Lesley "Les" Miller, Jr., Secretary

BY: _____
Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Elita McMillon, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, in the capacity of Chairman of the Board of Directors, and _____, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

CROWN CASTLE FIBER LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Printed Address

Witness

City/State/Zip

Printed Name

CROWN CASTLE FIBER LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledge before me this _ day of _____, 2019,

by _____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at Crown Castle Fiber LLC, a _____, on its behalf _____
(Company Name) (type of company) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

Exhibit A-1
Airport Overview and Facilities

Added by Letter following design

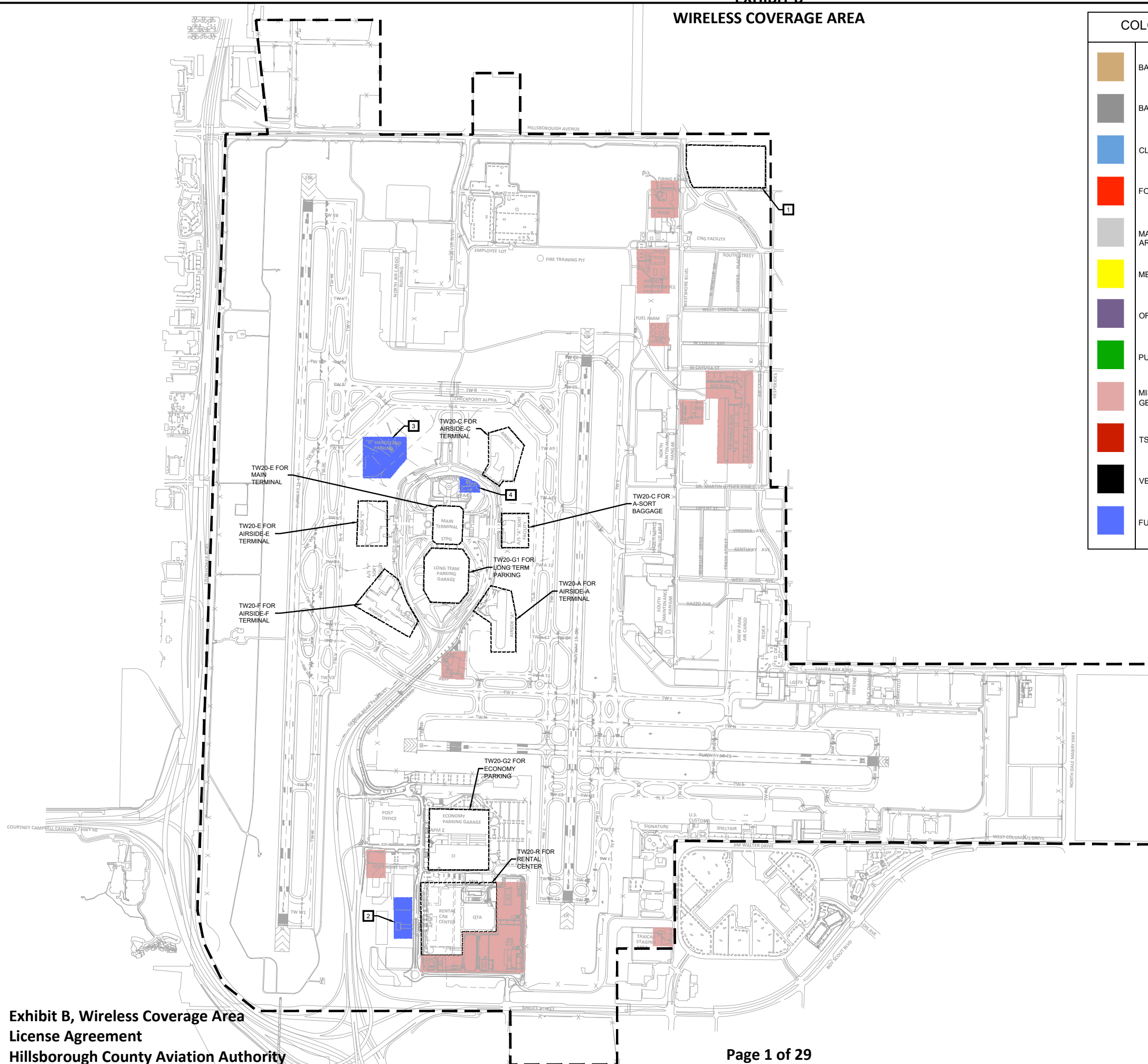
**Exhibit A-2
Premises Detail**

Added by Letter following design

Exhibit A-3
Legal Description and Sketch

Added by Letter following design

**EXHIBIT B
WIRELESS COVERAGE AREA**



COLOR AREA LEGEND	
	BACK OF HOUSE CORRIDORS
	BATHROOMS
	CLUB + PREMIUM AREAS
	FOOD + RETAIL + TICKETING
	MAINTENANCE + STORAGE AREAS
	MECH + ELEC + TECH ROOMS
	OFFICE + WORK AREAS
	PUBLIC CONCOURSES + CORRIDOR
	MISCELLANEOUS SPACES (REFER TO GENERAL NOTE 3)
	TSA + SECURITY
	VERTICAL TRANSPORTATION + LIFTS
	FUTURE BUILDINGS AS NOTED

- GENERAL NOTES:**
- REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.
 - BOLD DASHED LINE IS INTENDED TO DEPICT THE AIRPORT PROPERTY LINE, FOR REFERENCE ONLY. GOOD CELLULAR COVERAGE ACROSS THE ENTIRE PROPERTY IS PREFERRED, BUT OUTDOOR DAS COVERAGE (IN LIEU OF RELYING ON MACRO COVERAGE) IS NOT A HARD REQUIREMENT. ITN RESPONSE SHOULD INCLUDE RECOMMENDED APPROACH FOR THESE AREAS WHICH MAY OR MAY NOT INCLUDE COVERAGE FROM THE DAS.
 - PINK SHADING ON SITE PLAN INDICATES MISCELLANEOUS AIRPORT GROUNDS OR SUPPORT BUILDINGS WHERE GOOD CELLULAR COVERAGE IS CRITICAL. ITN RESPONSE SHOULD INCLUDE RECOMMENDED APPROACH FOR THESE AREAS WHICH MAY OR MAY NOT INCLUDE COVERAGE FROM THE DAS. REFER TO ITN SCOPE OF WORK DOCUMENTS FOR ADDITIONAL INFORMATION.
 - REFER TO INDIVIDUAL BUILDING SHEET SERIES (AS REFERENCED ON SITE PLAN) FOR ADDITIONAL INFORMATION ON BUILDINGS THAT ARE OUTLINED BUT ARE NOT SHADED. THESE ARE THE CORE BUILDINGS THAT REQUIRE COVERAGE AS PART OF THE NEUTRAL HOST DAS PROJECT.

- KEY NOTES:**
(SOME KEY NOTES MAY NOT APPLY TO THIS SHEET.)
- POTENTIAL DAS HEAD-END ROOM LOCATION. PRECISE LOCATION TO BE FINALIZED WITH HCAA DURING CONTRACT NEGOTIATIONS.
 - FUTURE OFFICE BUILDING TO BE COMPLETE SOMETIME IN 2022. DAS COVERAGE WILL BE REQUIRED WHEN COMPLETE. REFER TO ITN DOCUMENTS FOR ADDITIONAL INFORMATION.
 - FUTURE AIRSIDE-D TERMINAL TO BE COMPLETE SOMETIME IN 2025. DAS COVERAGE WILL BE REQUIRED WHEN COMPLETE. REFER TO ITN DOCUMENTS FOR ADDITIONAL INFORMATION.
 - FUTURE CENTRAL UTILITY PLANT BUILDING. DAS COVERAGE WILL BE REQUIRED WHEN COMPLETE. REFER TO ITN DOCUMENTS FOR ADDITIONAL INFORMATION.

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www.me-engineers.com

TAMPA AIRPORT DAS

ISSUE INFORMATION

PACKAGE		
REVISIONS		
NO.	DATE	DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

ISSUE DATE: 12.01.18

SHEET TITLE:
AIRPORT SITE PLAN

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT APPLY TO THIS SHEET.)

1 NOT USED.

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www.me-engineers.com

TAMPA AIRPORT DAS

ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DESCRIPTION

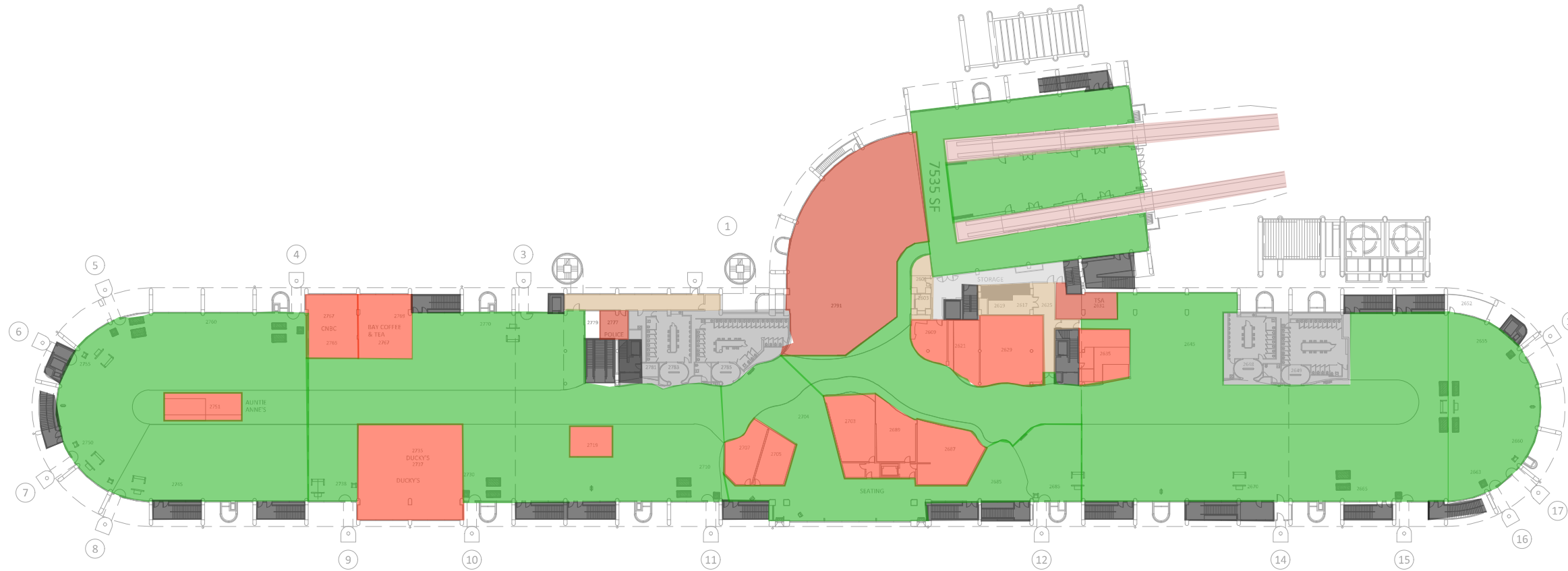
PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

ISSUE DATE:

SHEET TITLE:
**AIRSIDE A - LEVEL 1 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
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1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

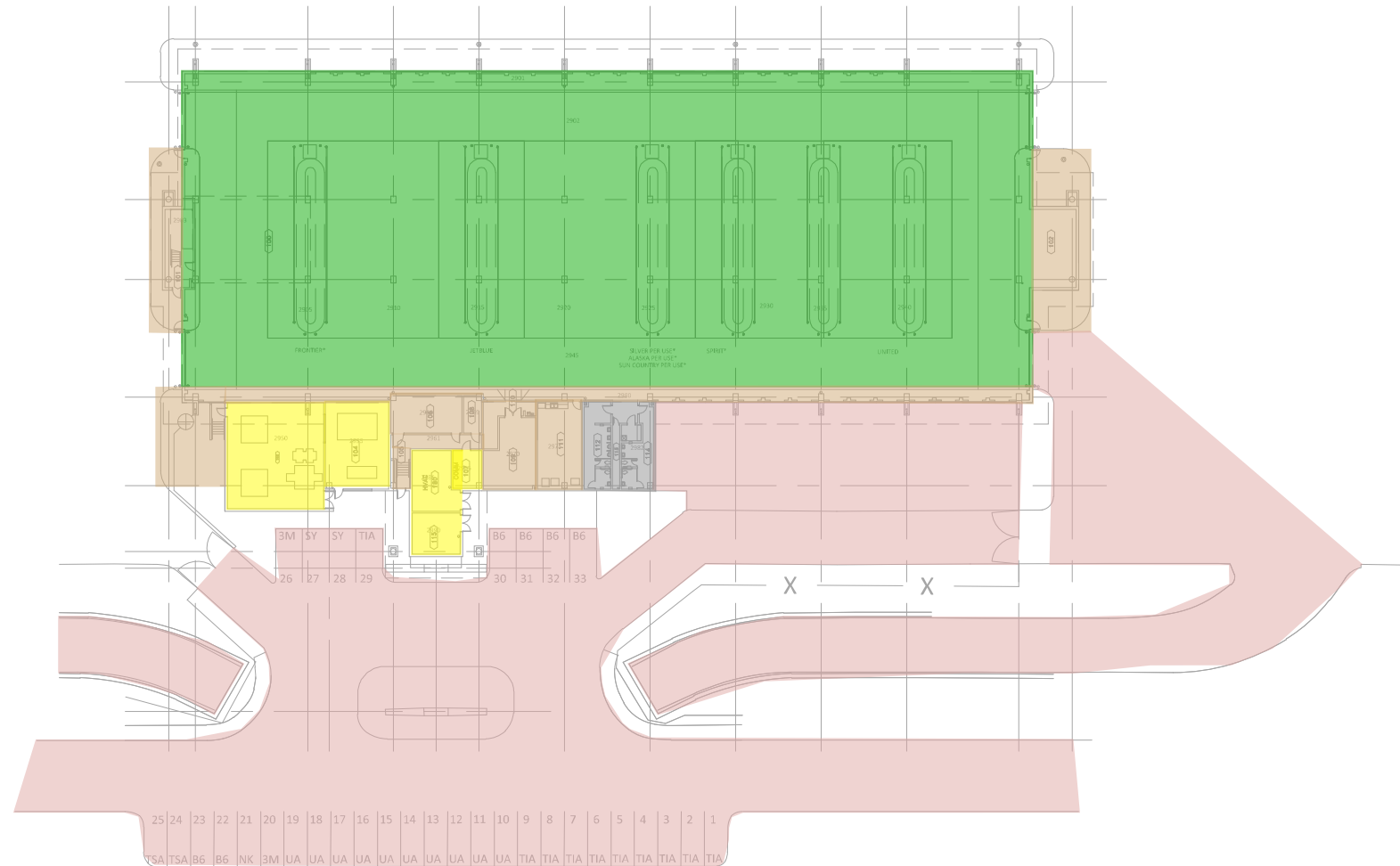
ISSUE DATE:

SHEET TITLE:
**AIRSIDE A - LEVEL 2 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-A-L2
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT
APPLY TO THIS SHEET.)

1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

ISSUE DATE:

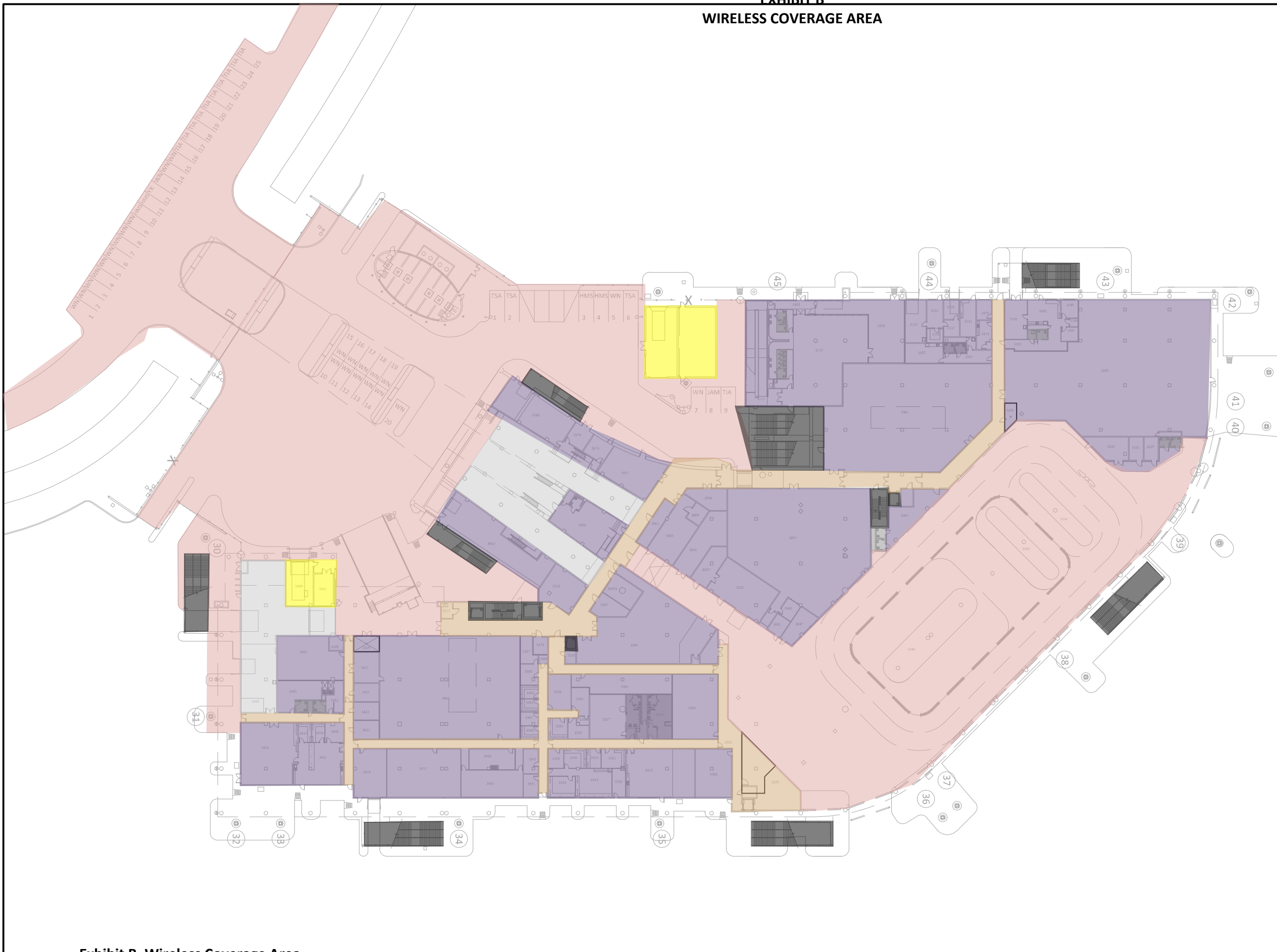
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**A-SORT BAGGAGE -
LEVEL 1 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**TW-20-B-L1
May 29, 2019**

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:
1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT APPLY TO THIS SHEET.)
1 NOT USED.

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TAMPA AIRPORT DAS

ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DESCRIPTION

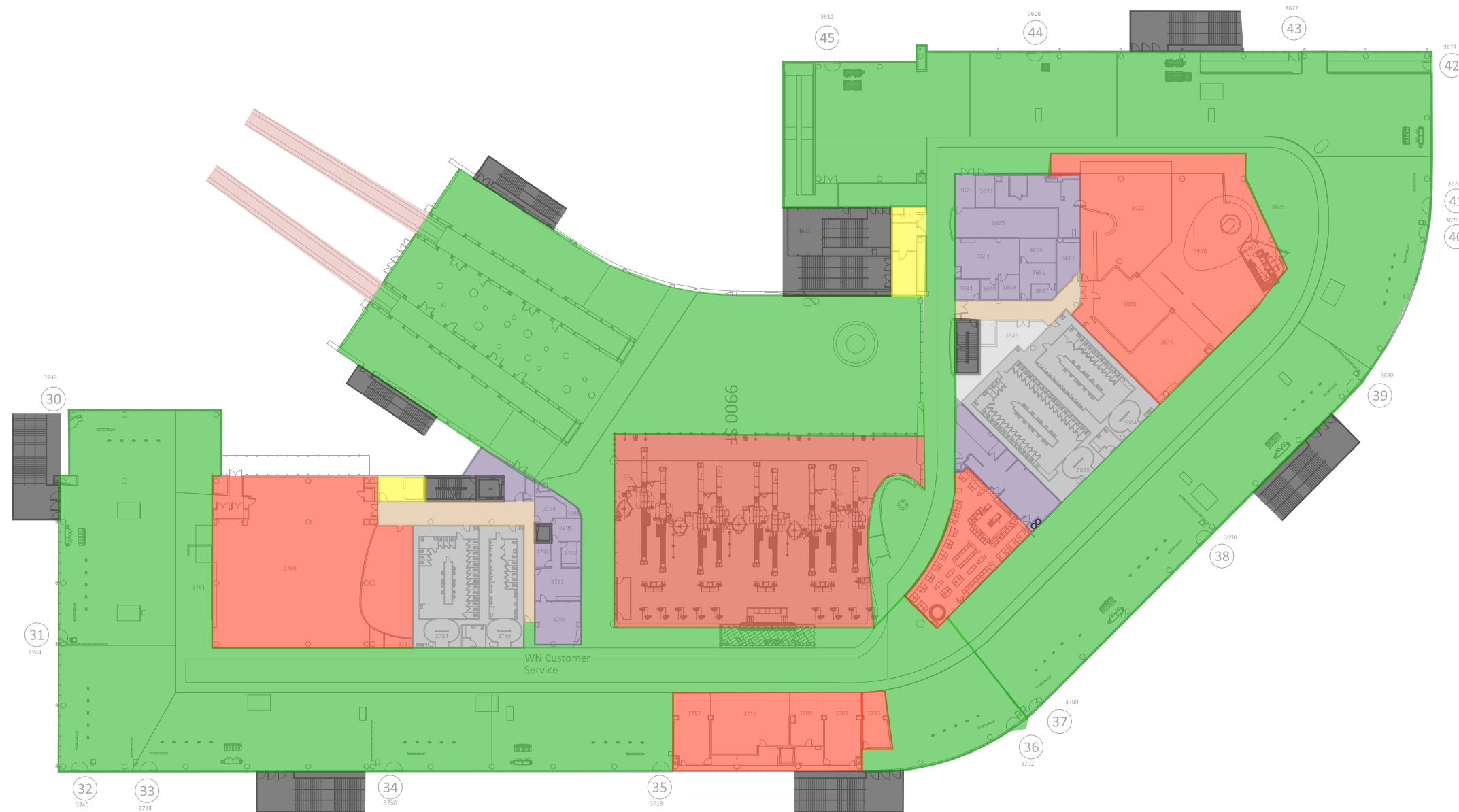
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DRAWN BY:	REVIEWED BY:

ISSUE DATE:

SHEET TITLE:
**AIRSIDE C - LEVEL 1 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT APPLY TO THIS SHEET.)

1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

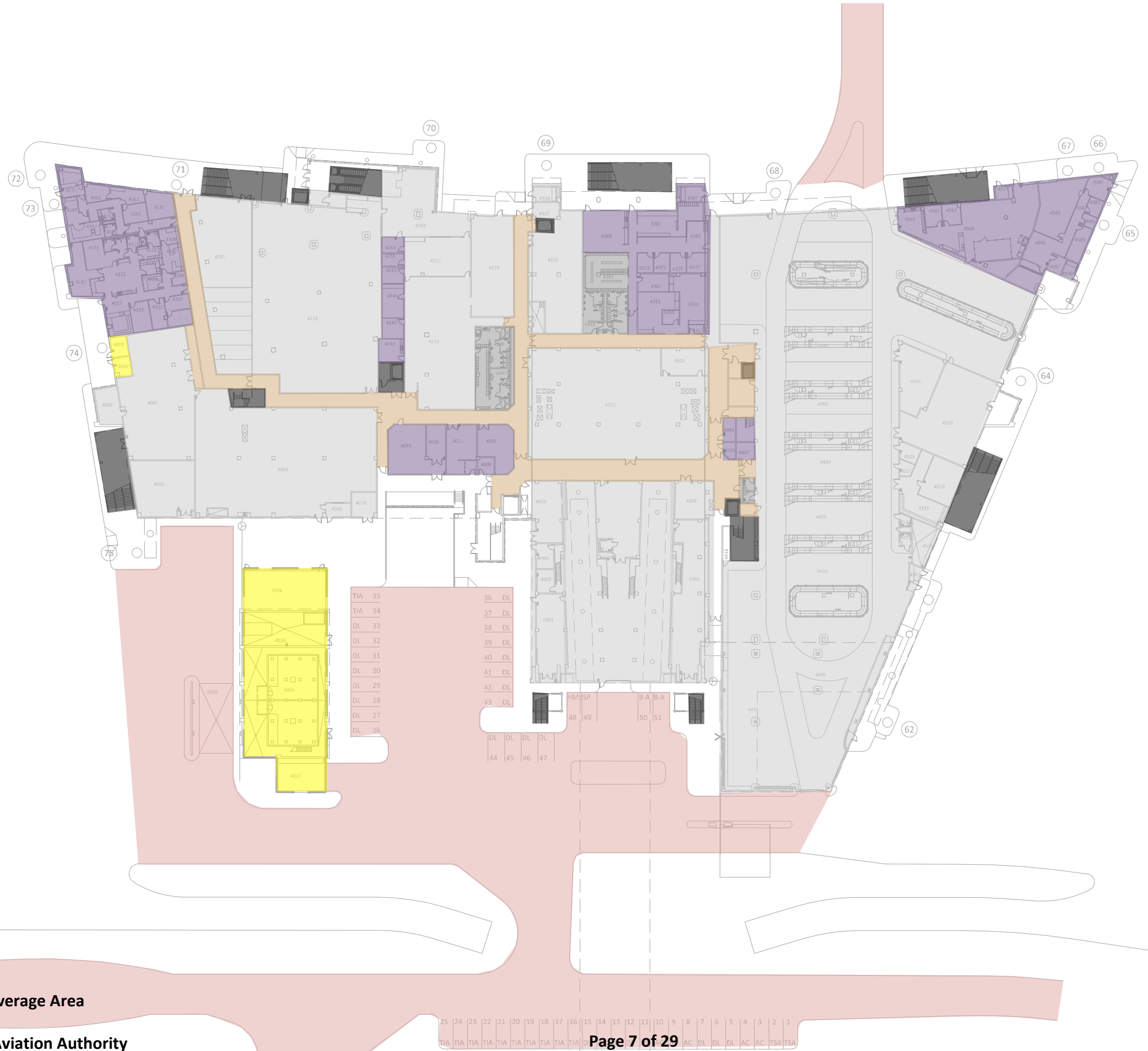
ISSUE DATE:

SHEET TITLE:
**AIRSIDE C - LEVEL 2 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-C-L2
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT APPLY TO THIS SHEET.)

1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

ISSUE DATE:

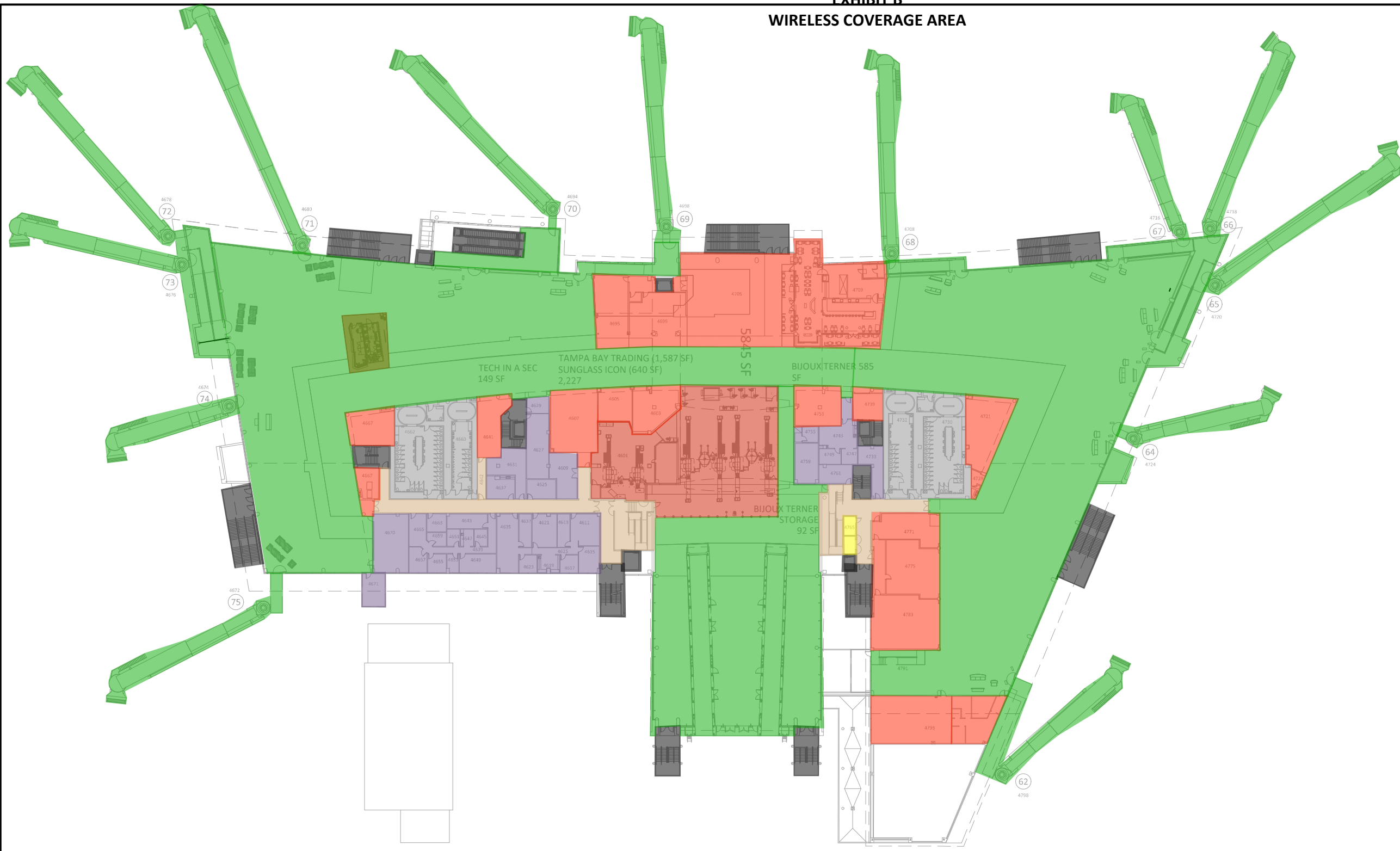
SHEET TITLE:
**AIRSIDE E - LEVEL 1 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-E-L1
May 29, 2019

**Exhibit B, Wireless Coverage Area
License Agreement
Hillsborough County Aviation Authority
Distributed Antenna System (DAS)**

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

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KEY NOTES:
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ISSUE INFORMATION

PACKAGE	
REVISIONS	
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PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
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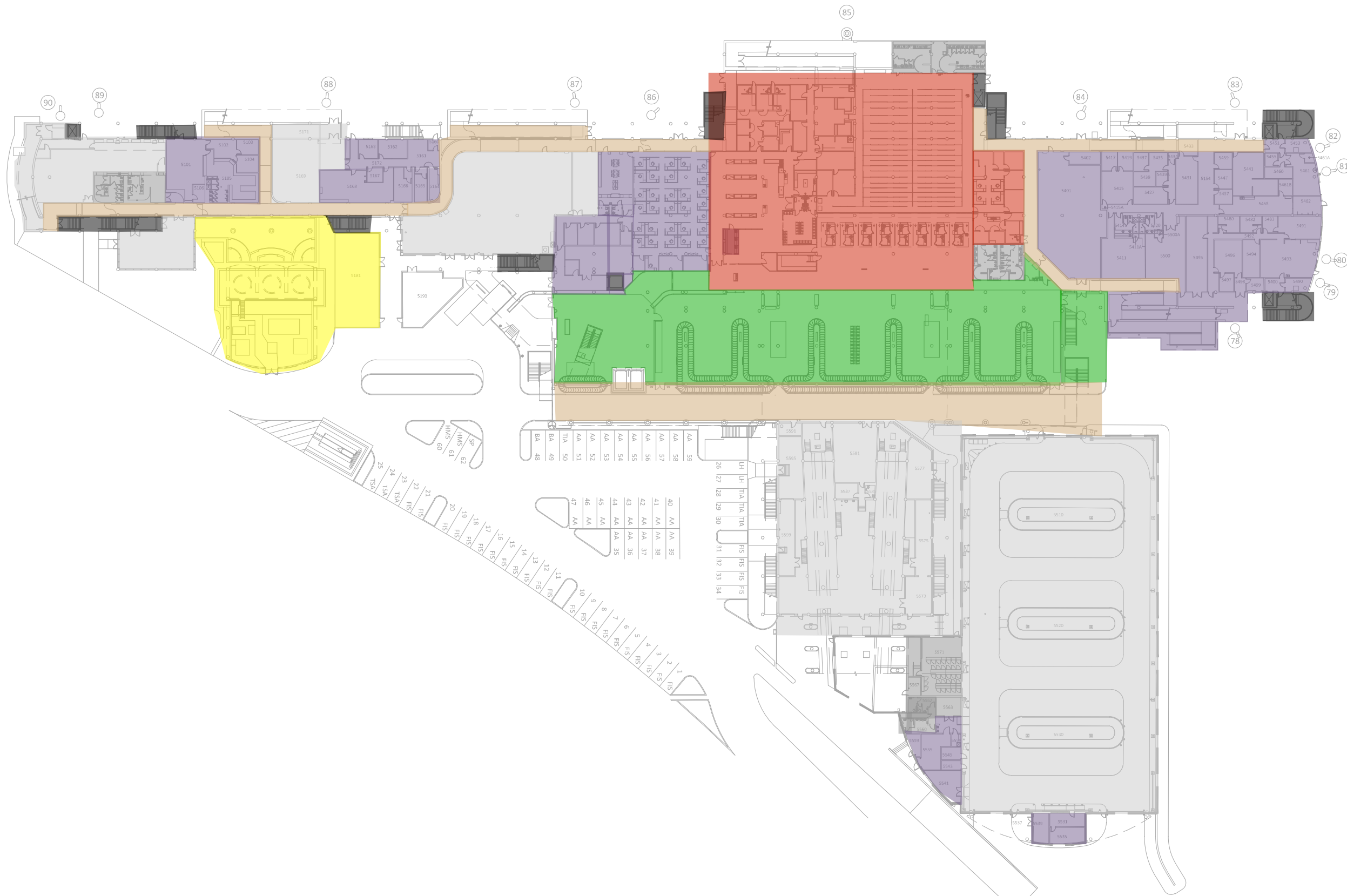
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SHEET TITLE:
**AIRSIDE E - LEVEL 2 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-E-L2
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

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KEY NOTES:
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1 NOT USED.

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REVISIONS	
NO.	DATE DESCRIPTION

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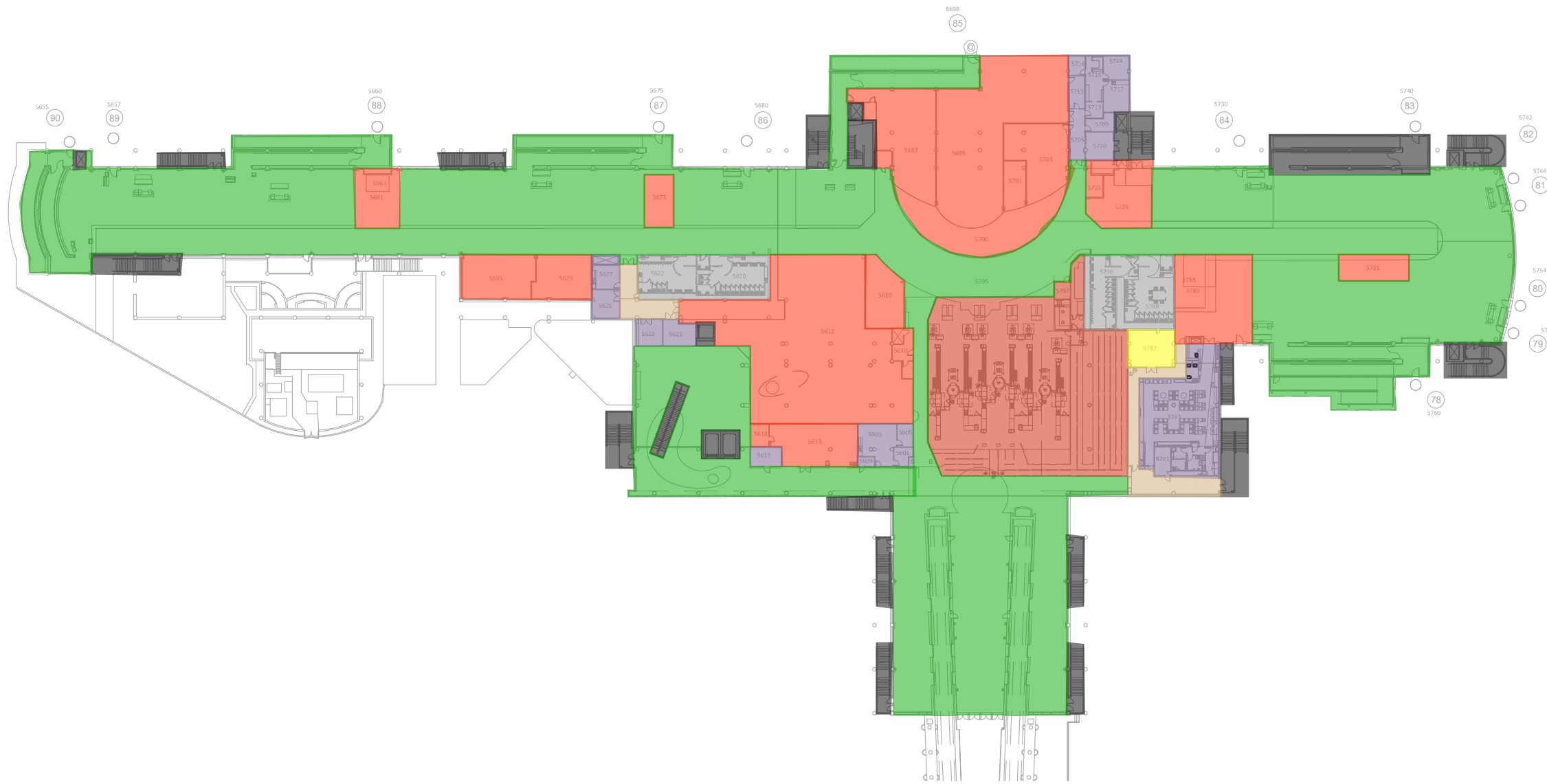
ISSUE DATE:

SHEET TITLE:
**AIRSIDE F - LEVEL 1 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-F-L1
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

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KEY NOTES:
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REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
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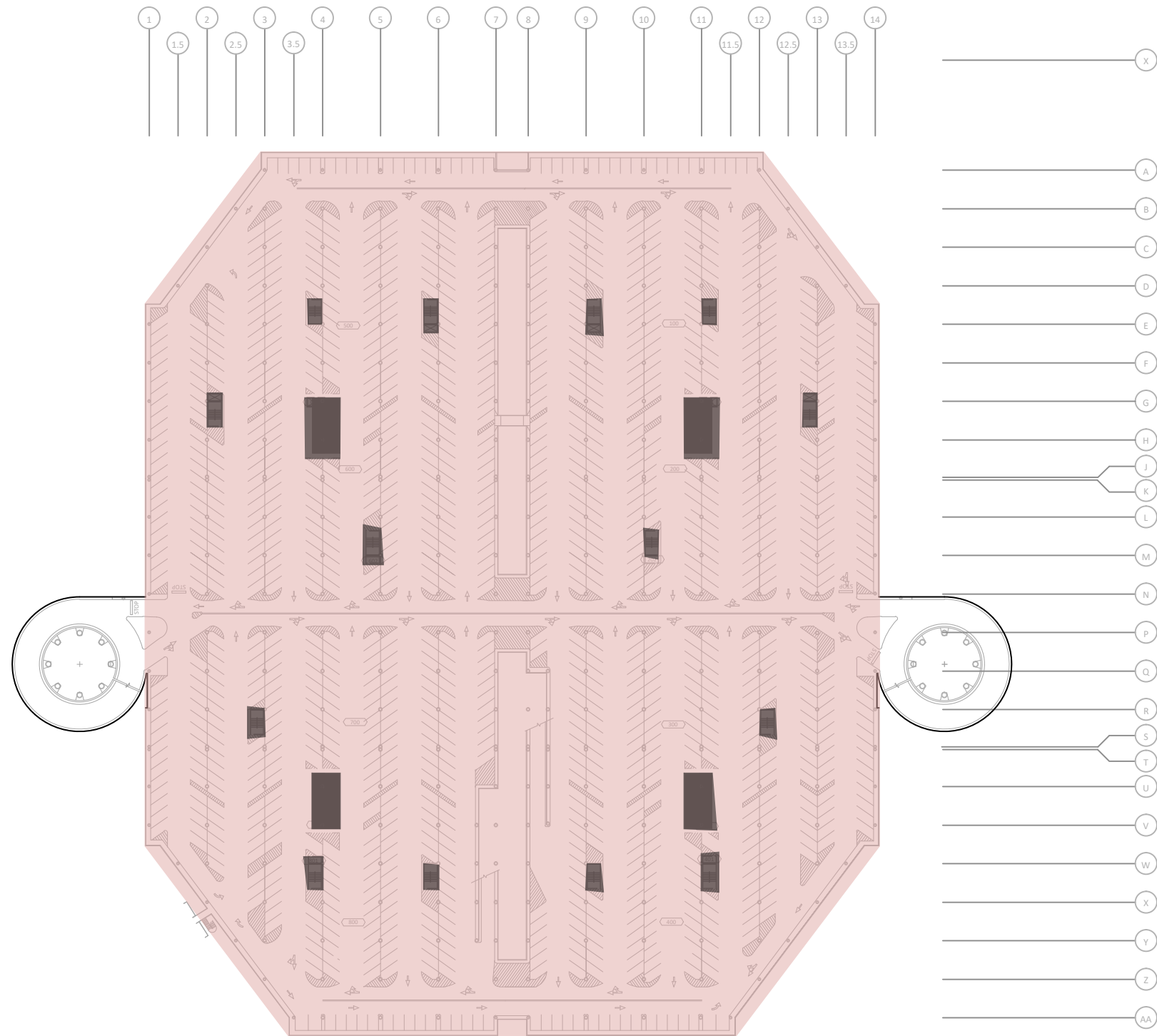
ISSUE DATE:

SHEET TITLE:
**AIRSIDE F - LEVEL 2 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-F-L2
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

ISSUE DATE:

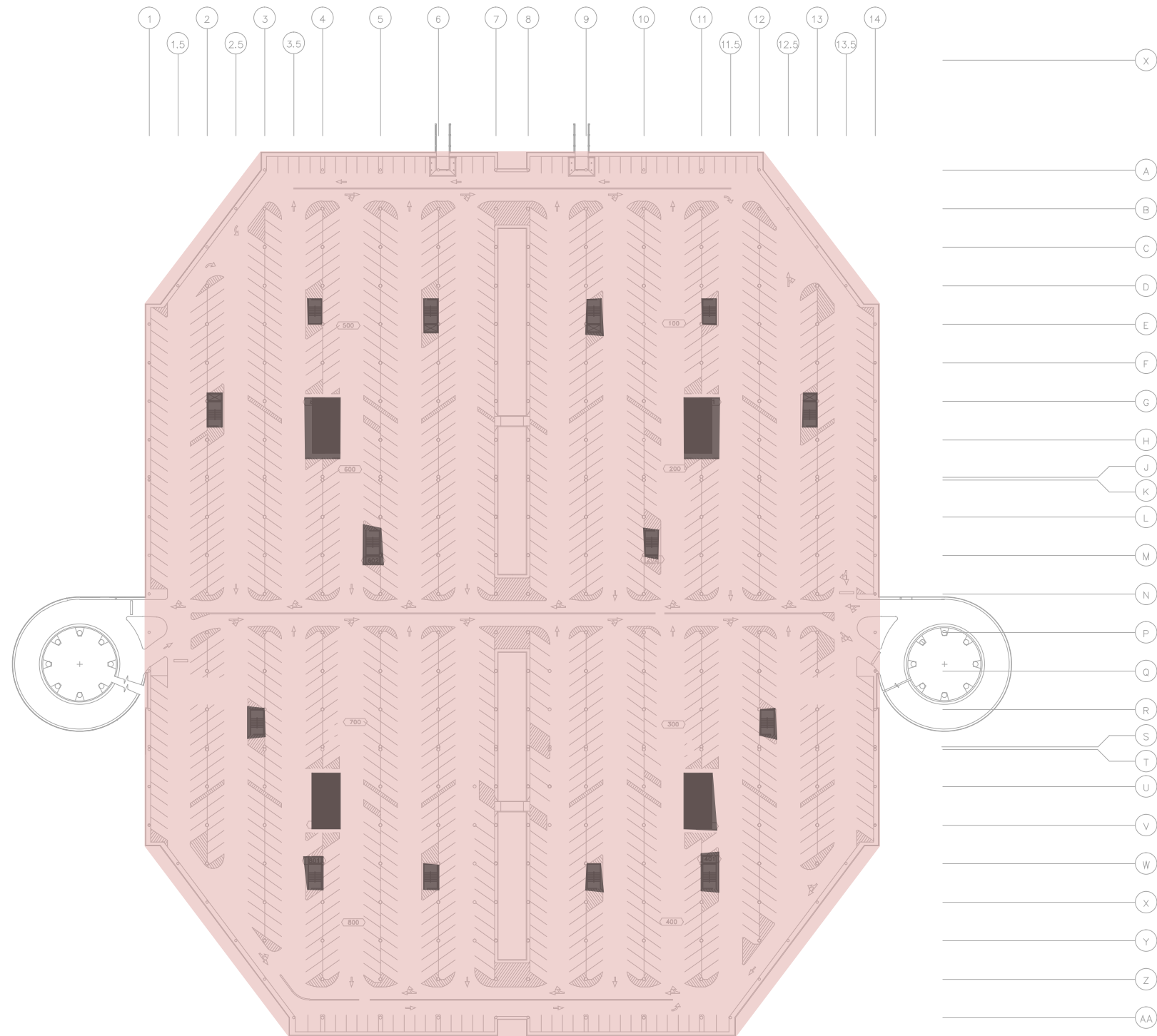
SHEET TITLE:

**LONG TERM GARAGE
- LEVEL 1 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G1-L1
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
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1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
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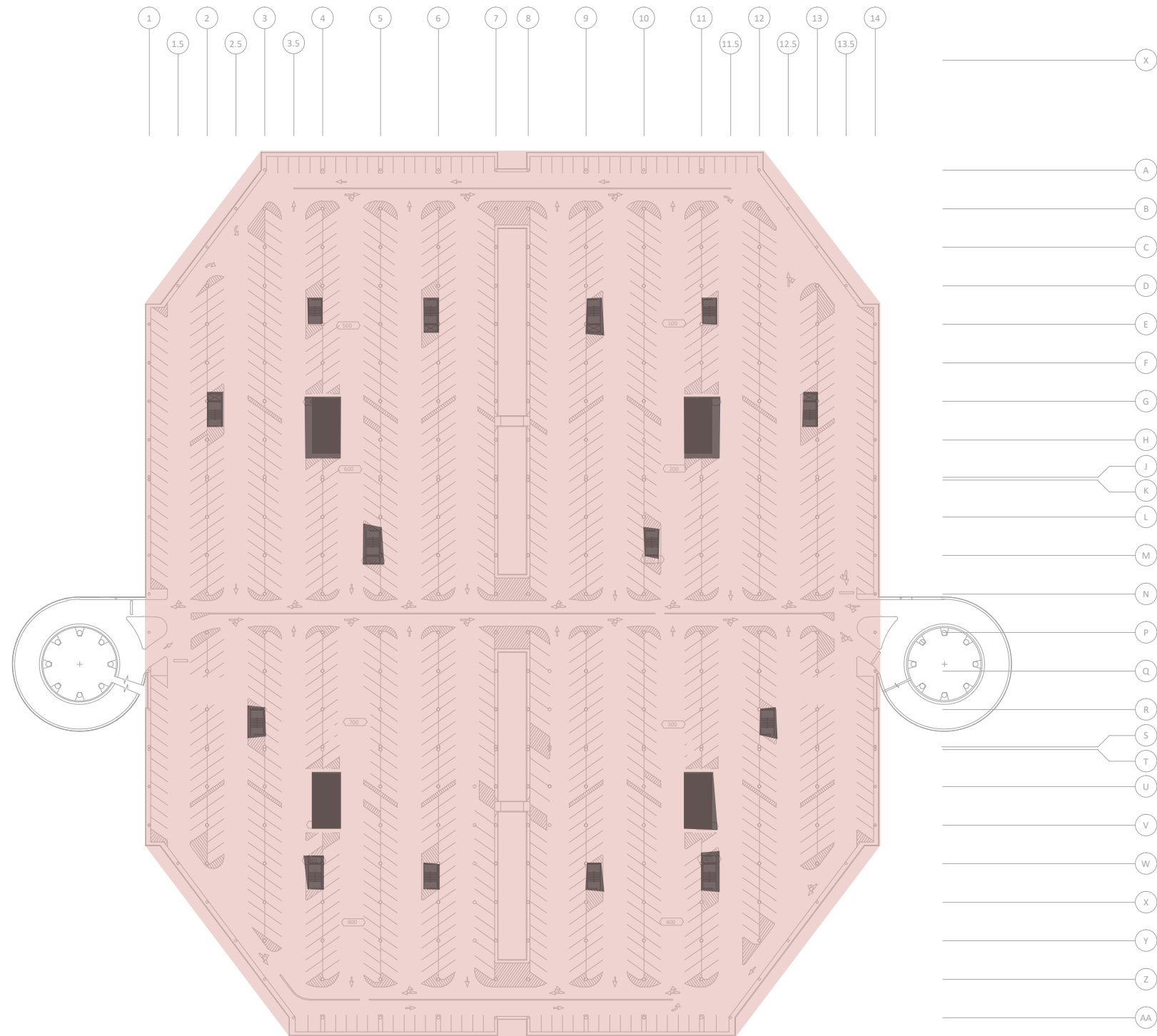
ISSUE DATE:

SHEET TITLE:
**LONG TERM GARAGE
- LEVEL 2 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G1-L2
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
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KEY NOTES:
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1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

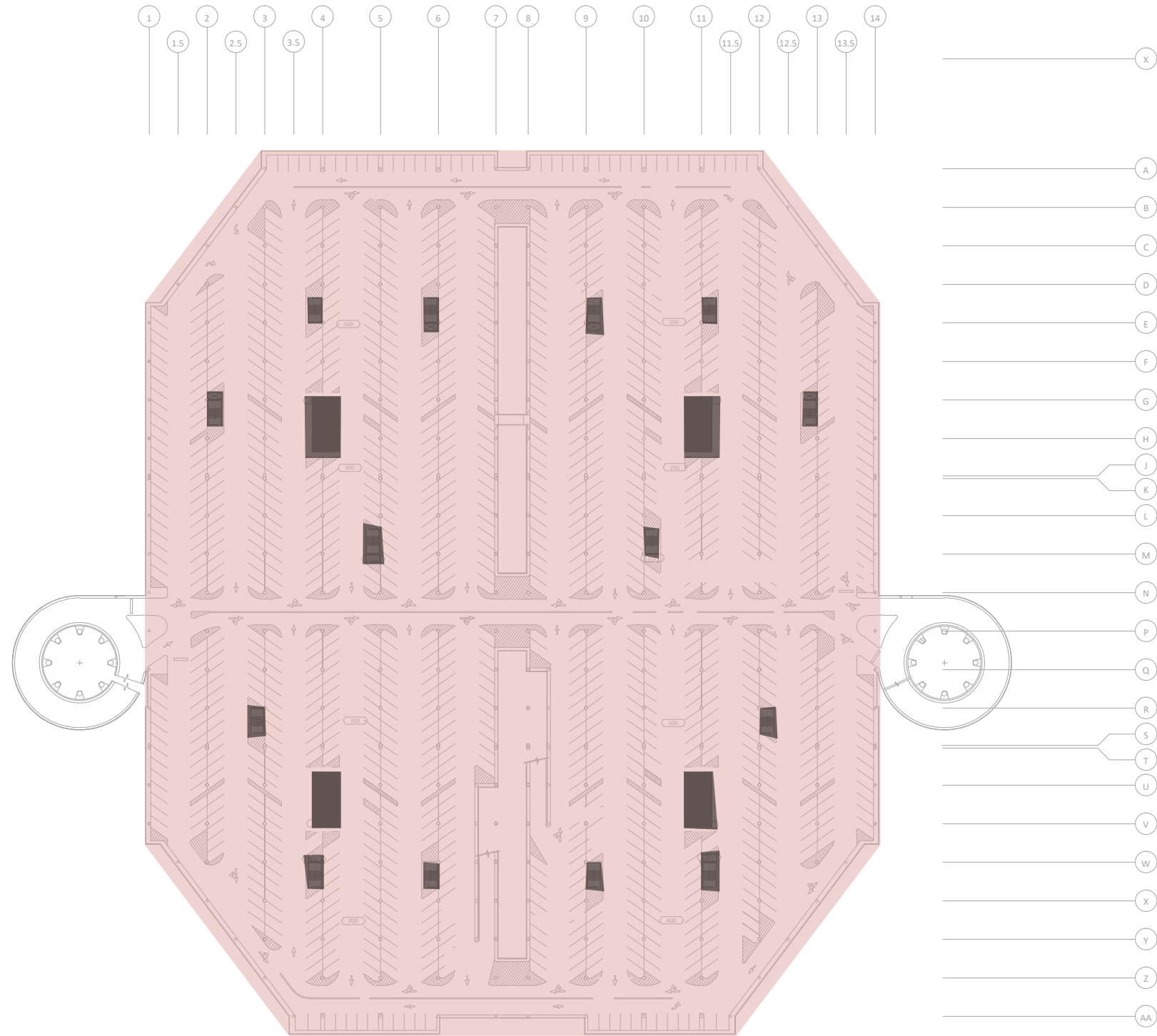
ISSUE DATE:

SHEET TITLE:
**LONG TERM GARAGE
- LEVEL 3 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G1-L3
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT
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1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
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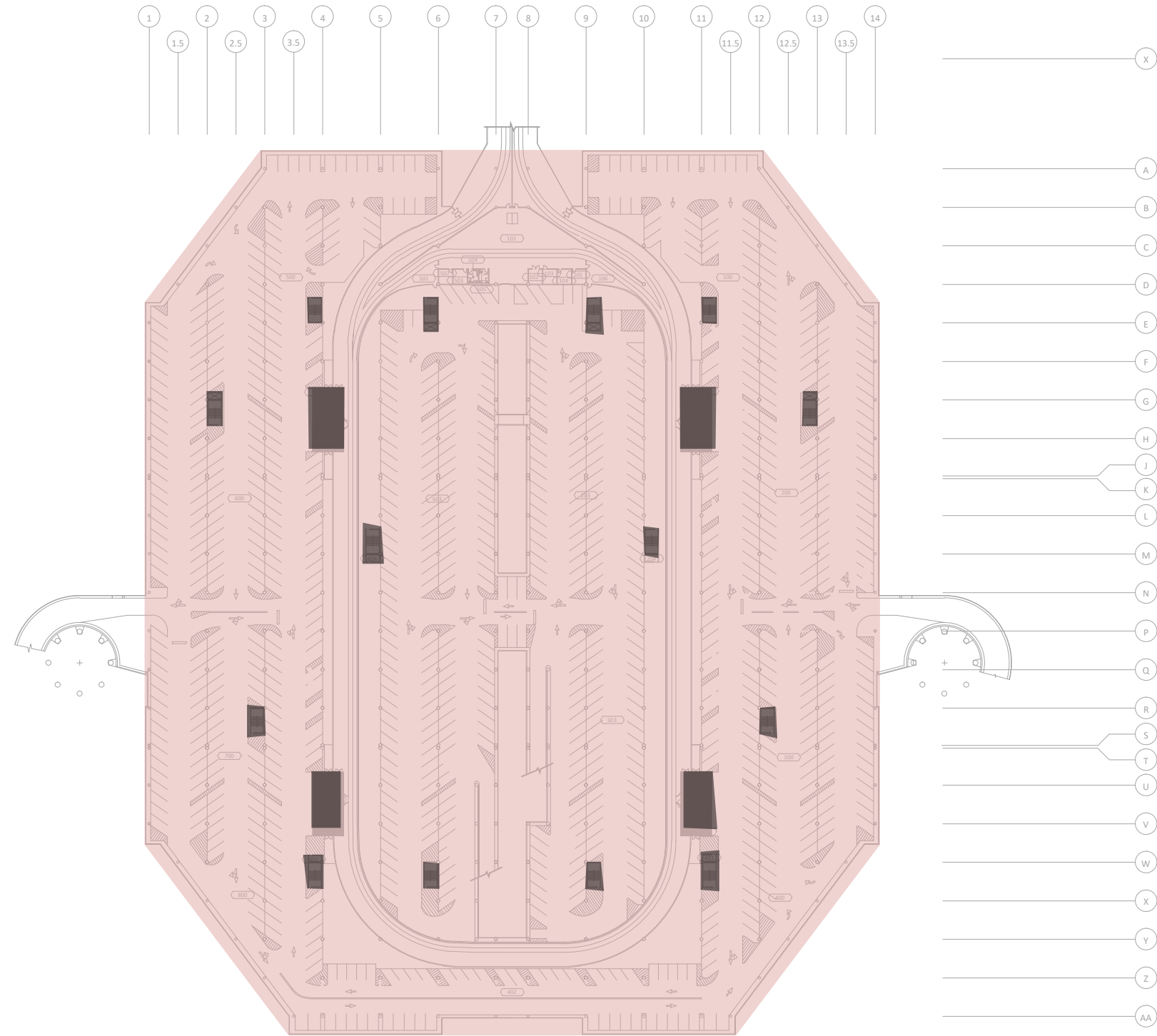
ISSUE DATE:

SHEET TITLE:
**LONG TERM GARAGE
- LEVEL 4 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G1-L4
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
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1 NOT USED.

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ISSUE INFORMATION

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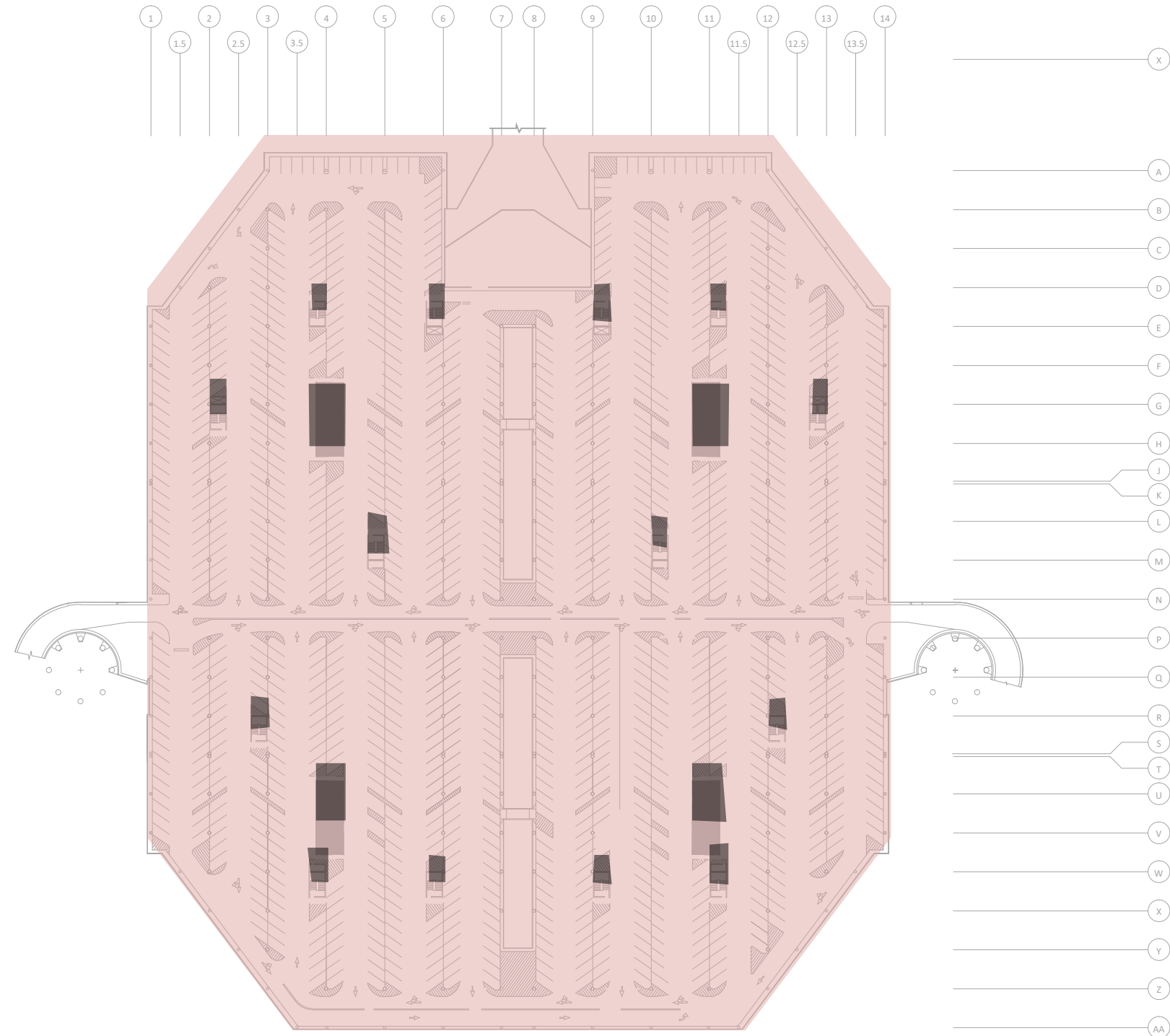
ISSUE DATE:

SHEET TITLE:
**LONG TERM GARAGE
- LEVEL 5 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G1-L5
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
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1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DESCRIPTION

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DRAWN BY:	REVIEWED BY:

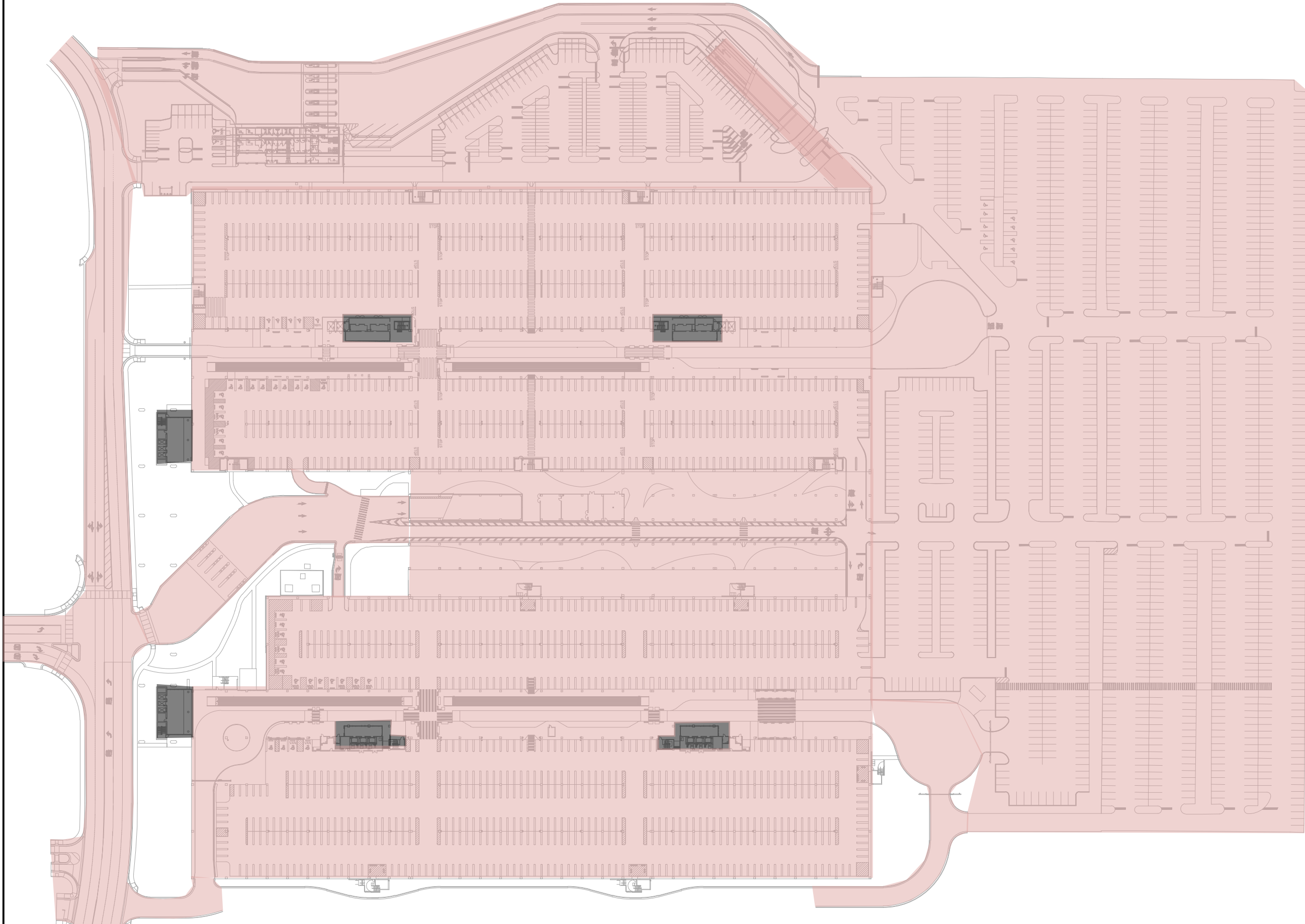
ISSUE DATE:

SHEET TITLE:
**LONG TERM GARAGE
- LEVEL 6 -
COVERAGE PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G1-L6
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:
1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
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1 NOT USED.

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ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

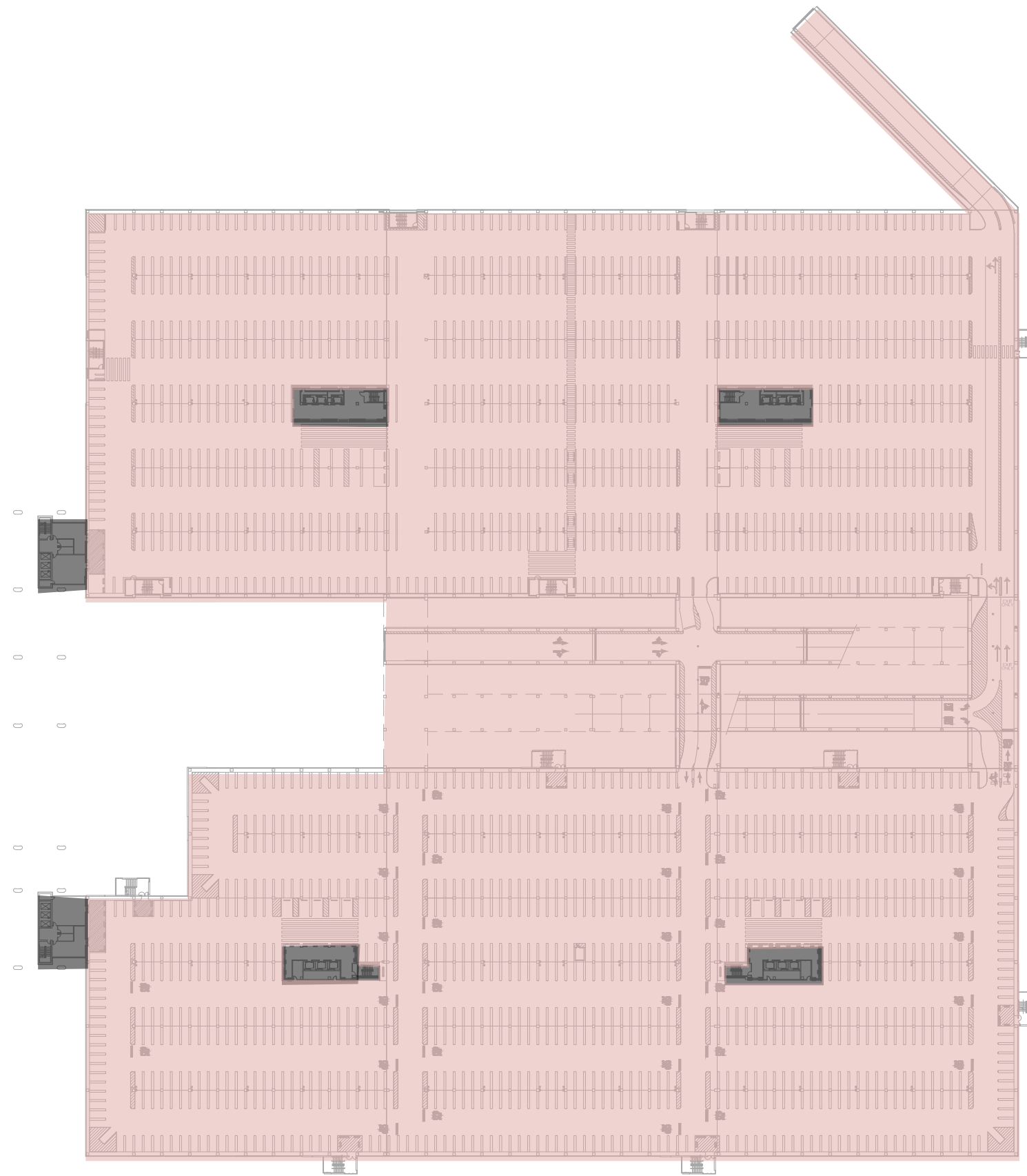
ISSUE DATE:

SHEET TITLE:

**ECONOMY GARAGE -
LEVEL 1 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
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ADDITIONAL INFORMATION.

KEY NOTES:
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1 NOT USED.

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TAMPA AIRPORT DAS

ISSUE INFORMATION

PACKAGE
REVISIONS
NO. DATE DESCRIPTION

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DRAWN BY:	REVIEWED BY:

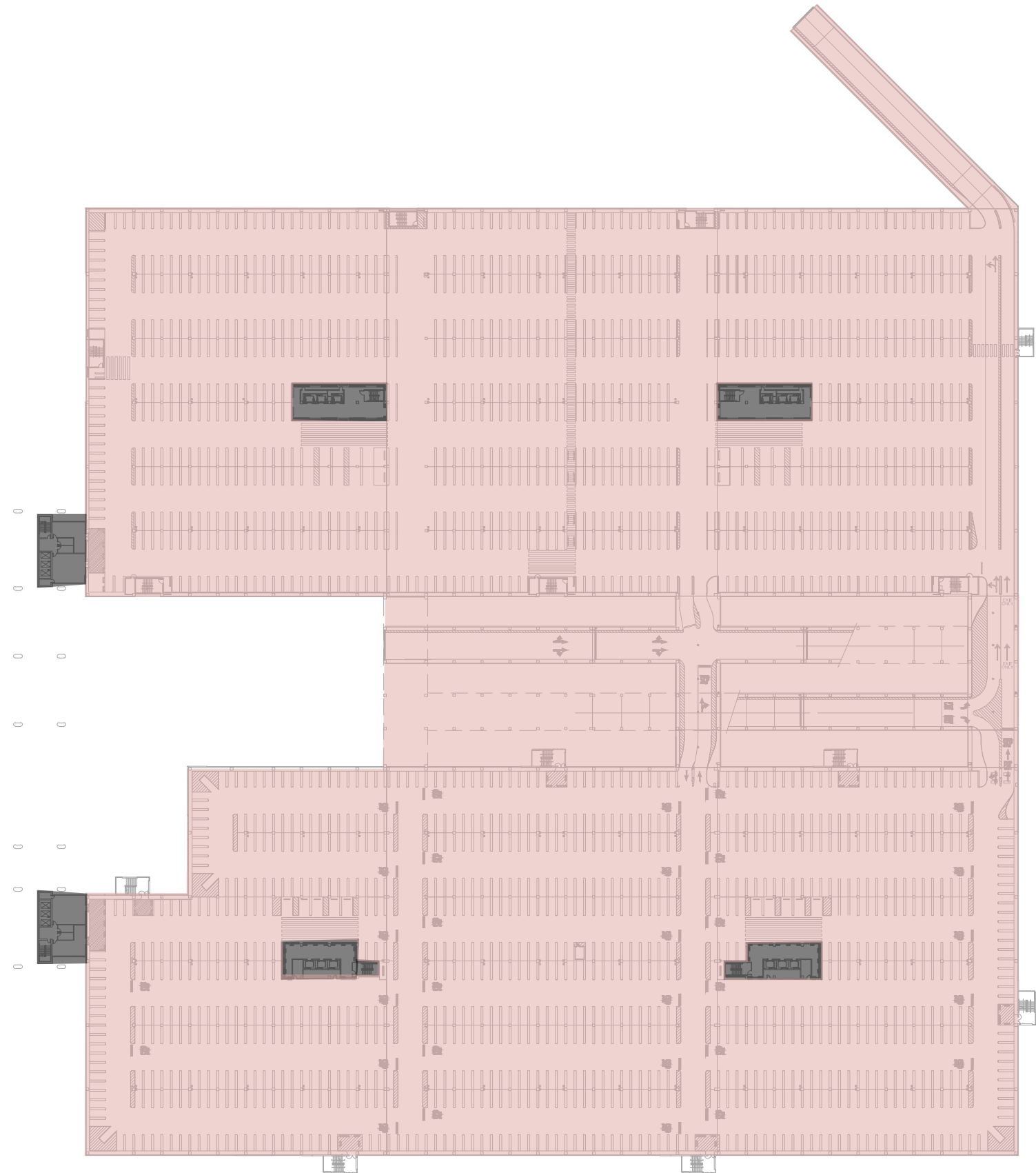
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**ECONOMY GARAGE -
LEVEL 2 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G2-L2
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
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ADDITIONAL INFORMATION.

KEY NOTES:
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APPLY TO THIS SHEET.)

1 NOT USED.

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ISSUE INFORMATION

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REVISIONS	
NO.	DATE DESCRIPTION

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DRAWN BY:	REVIEWED BY:

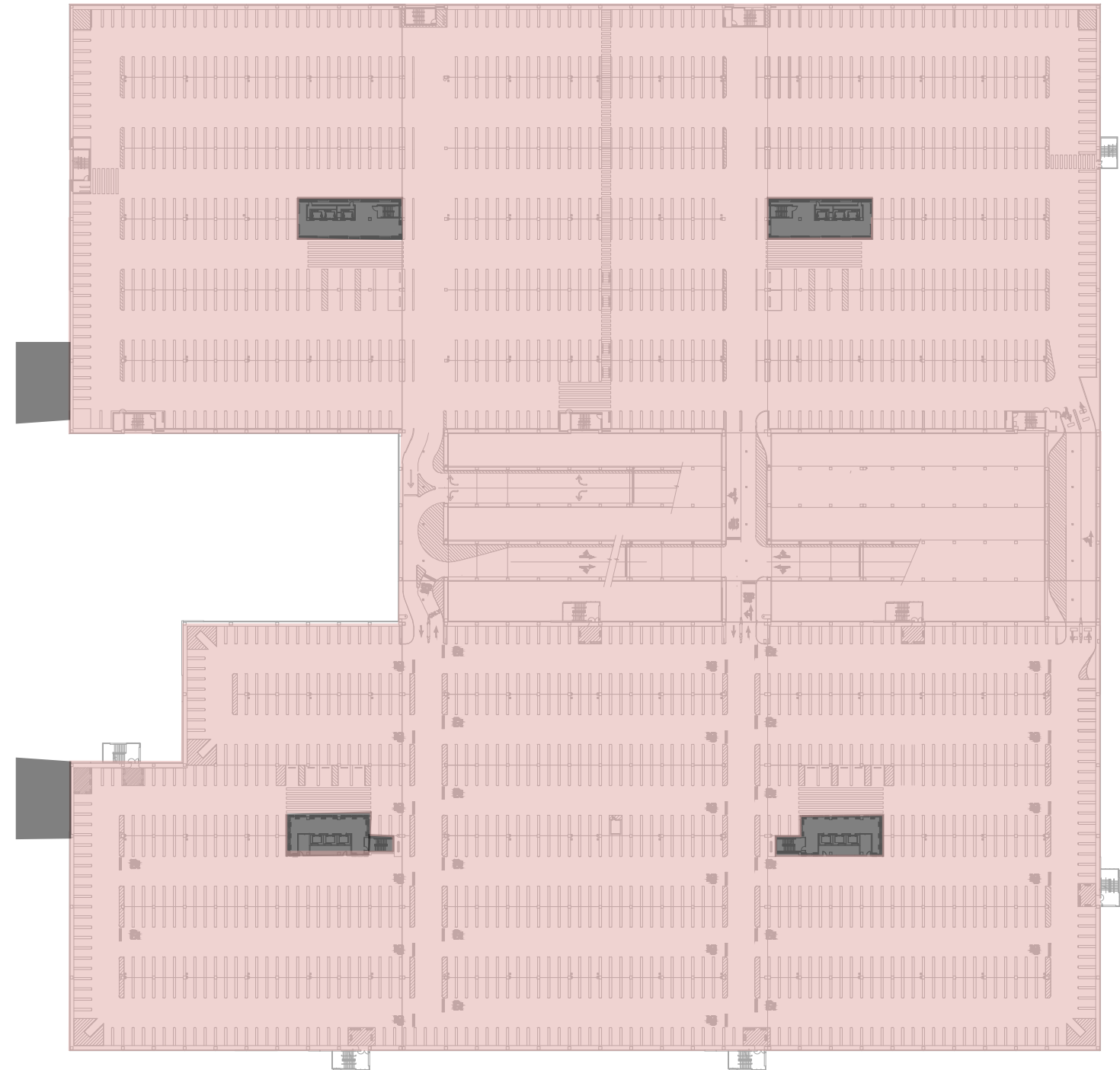
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**ECONOMY GARAGE -
LEVEL 3 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G2-L3
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
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ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT
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1 NOT USED.

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ISSUE DATE:

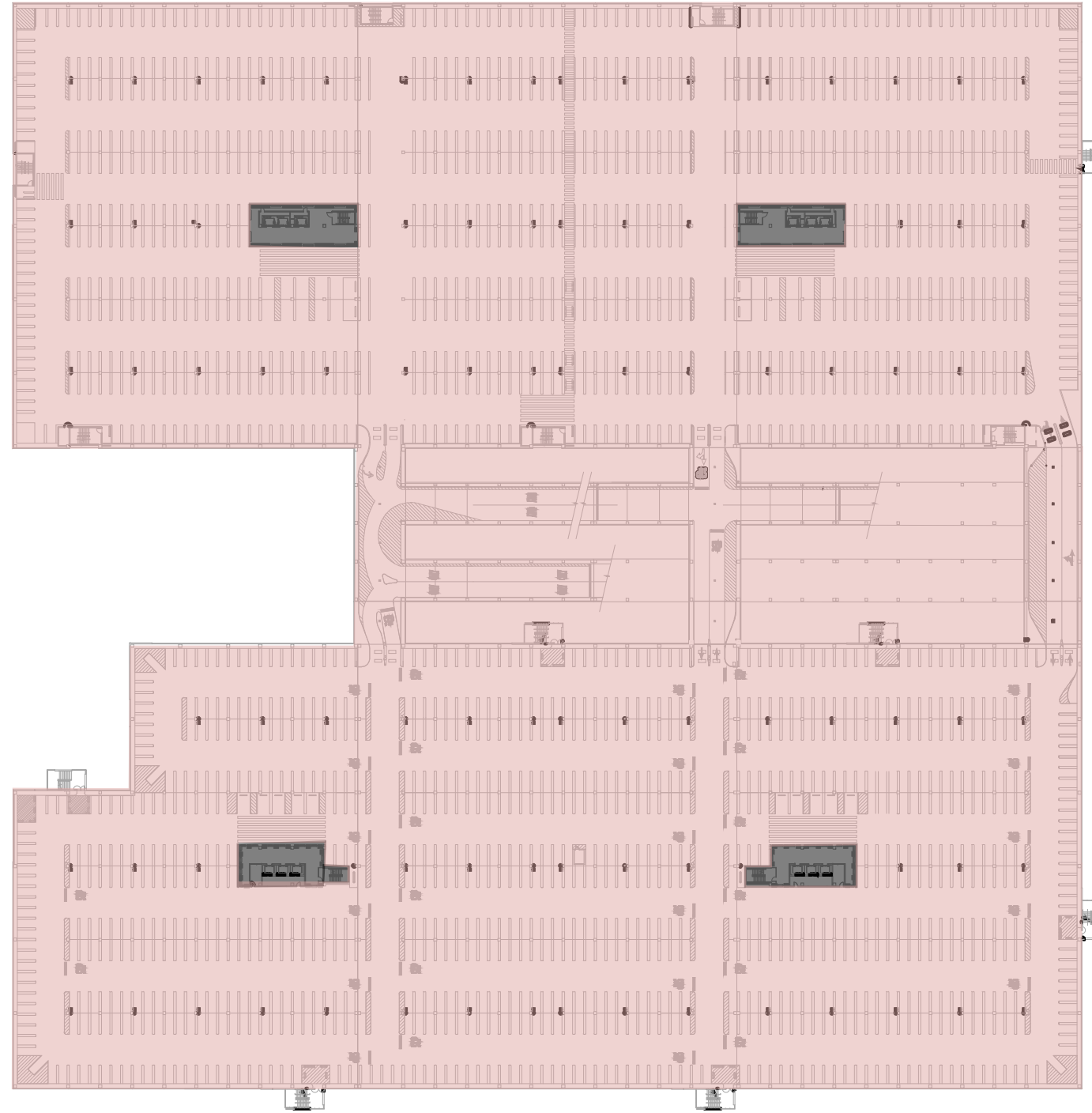
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**ECONOMY GARAGE -
LEVEL 4 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G2-L4
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
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1 NOT USED.

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ISSUE DATE:

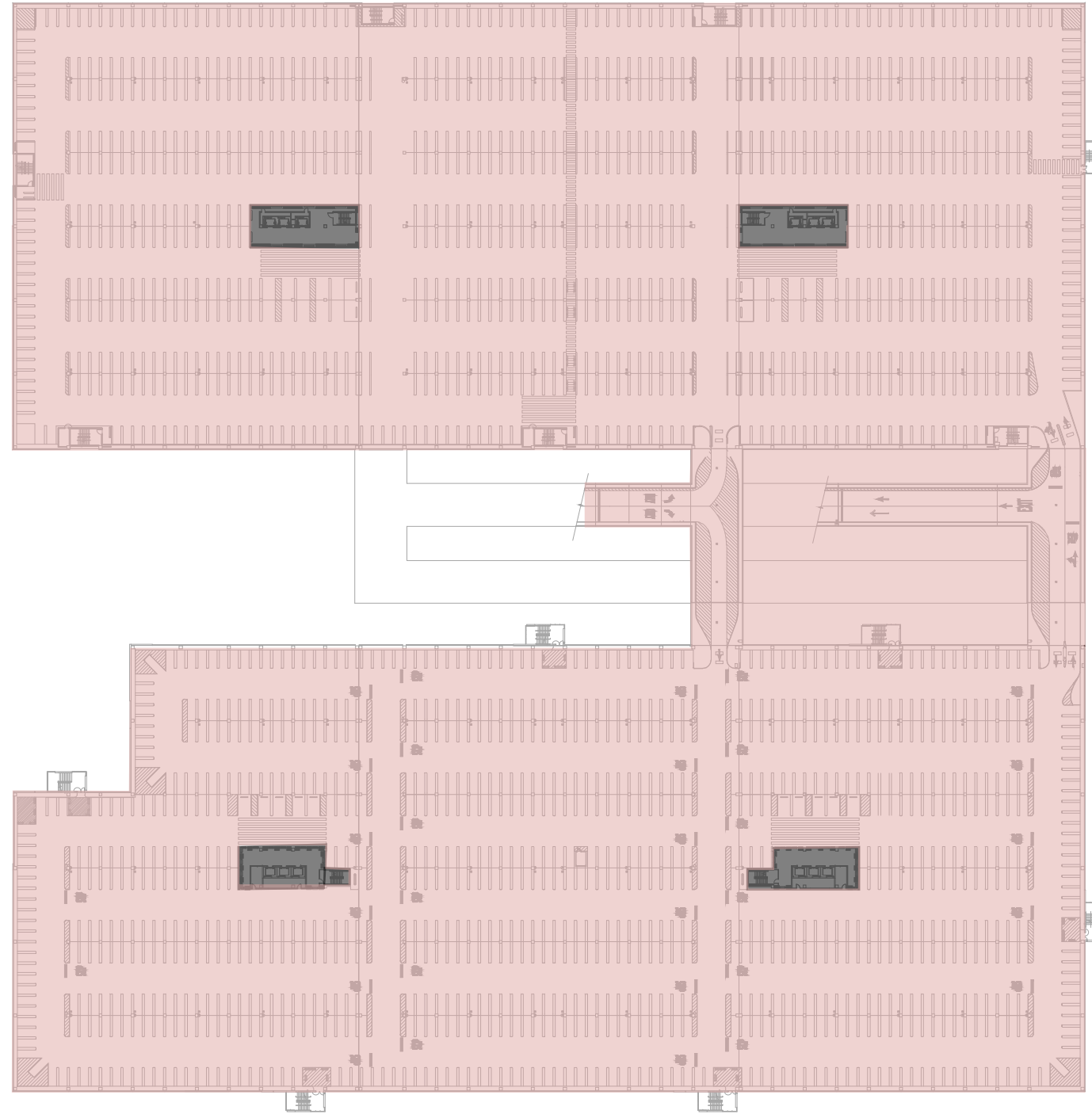
SHEET TITLE:

**ECONOMY GARAGE -
LEVEL 5 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G2-L5
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
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KEY NOTES:
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1 NOT USED.

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TAMPA AIRPORT DAS

ISSUE INFORMATION

PACKAGE
REVISIONS
NO. DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

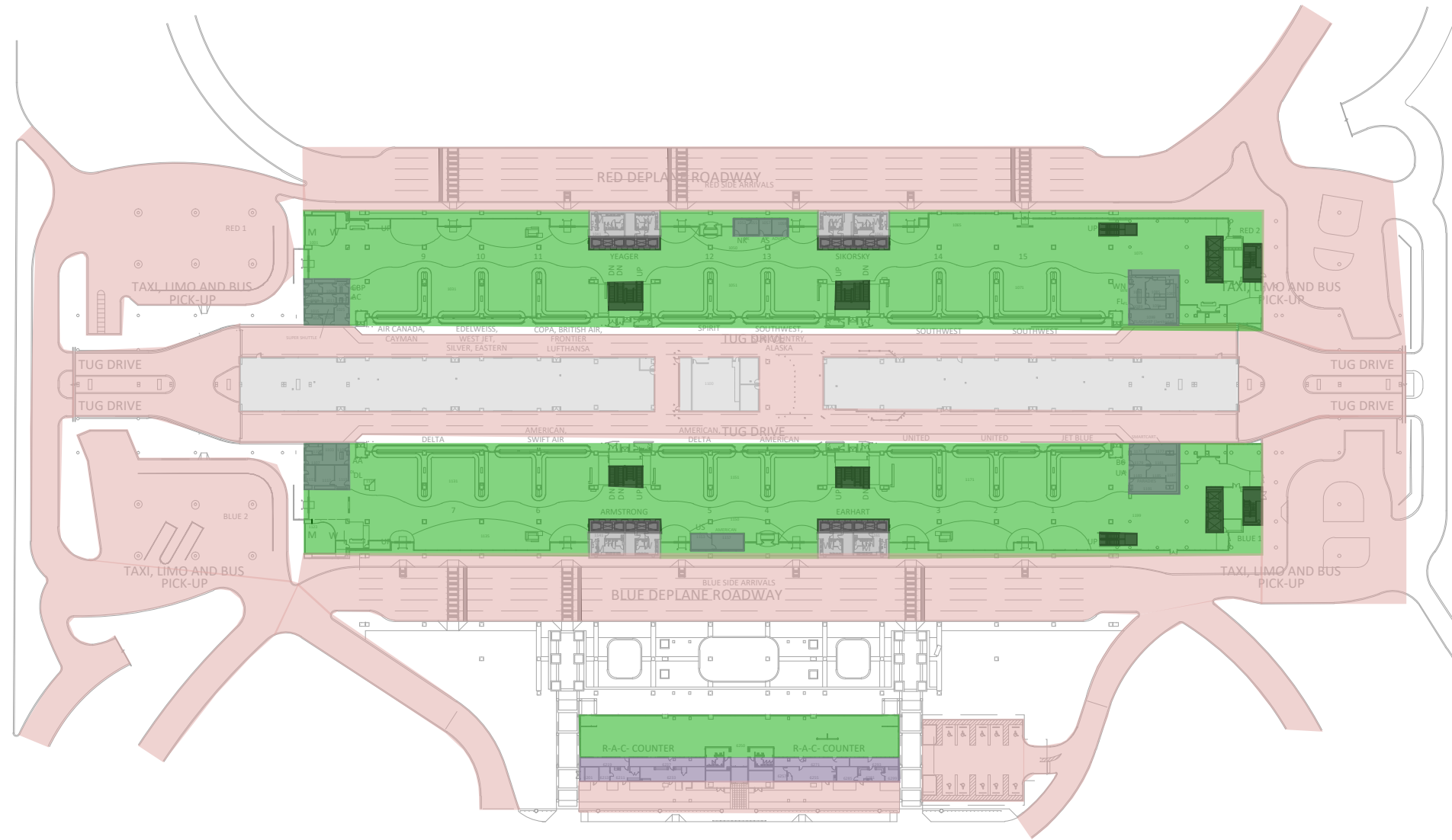
ISSUE DATE:

SHEET TITLE:
**ECONOMY GARAGE -
LEVEL 6 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-G2-L6
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT APPLY TO THIS SHEET.)

1 NOT USED.

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DRAWN BY:	REVIEWED BY:

ISSUE DATE:

SHEET TITLE:

**MAIN TERMINAL -
LEVEL 1 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**TW-20-M-L1
May 29, 2019**

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

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KEY NOTES:
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TAMPA AIRPORT DAS

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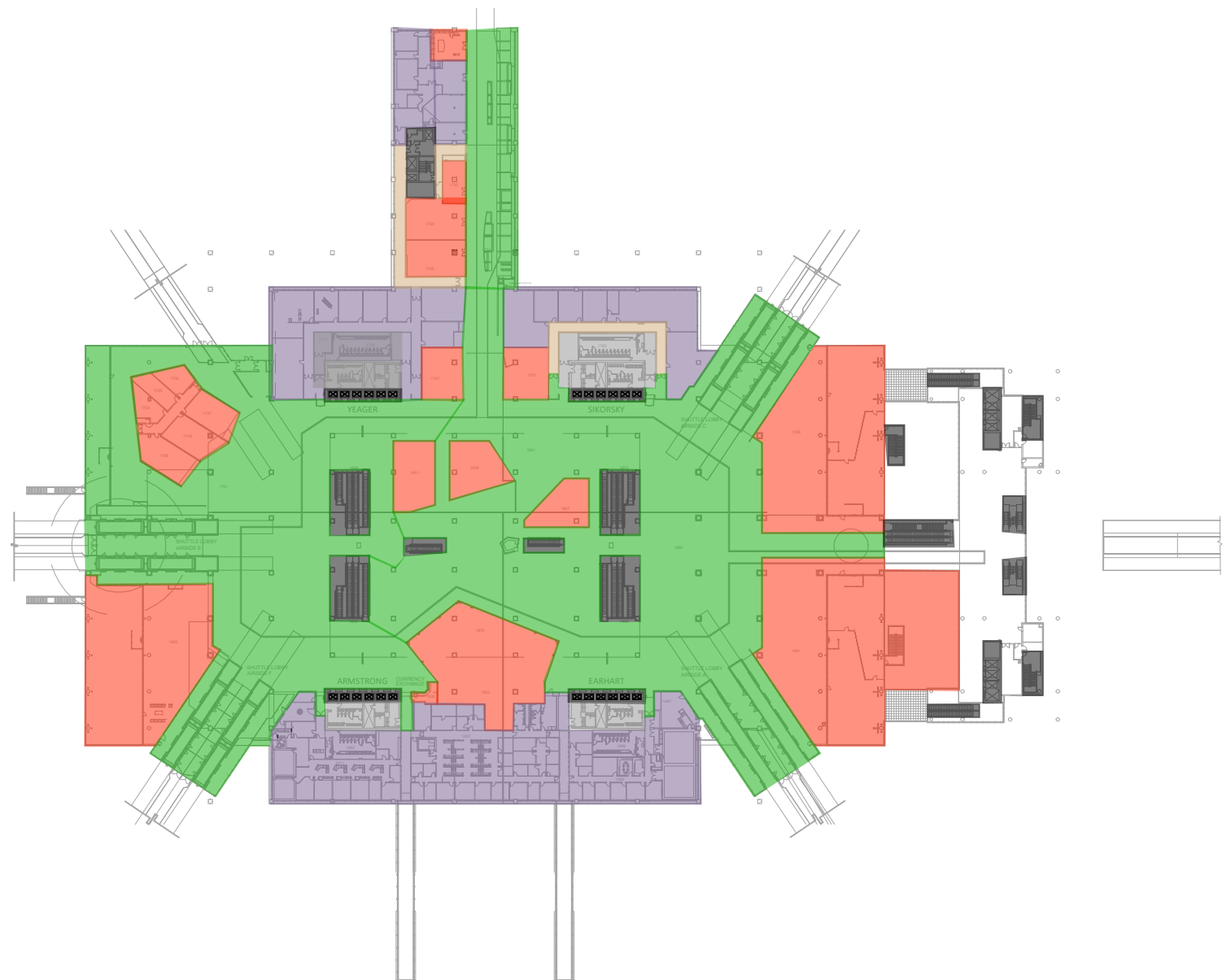
ISSUE DATE:

SHEET TITLE:
**MAIN TERMINAL -
LEVEL 2 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-M-L2
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT
APPLY TO THIS SHEET.)

1 NOT USED.

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TAMPA AIRPORT DAS

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NO.	DATE DESCRIPTION

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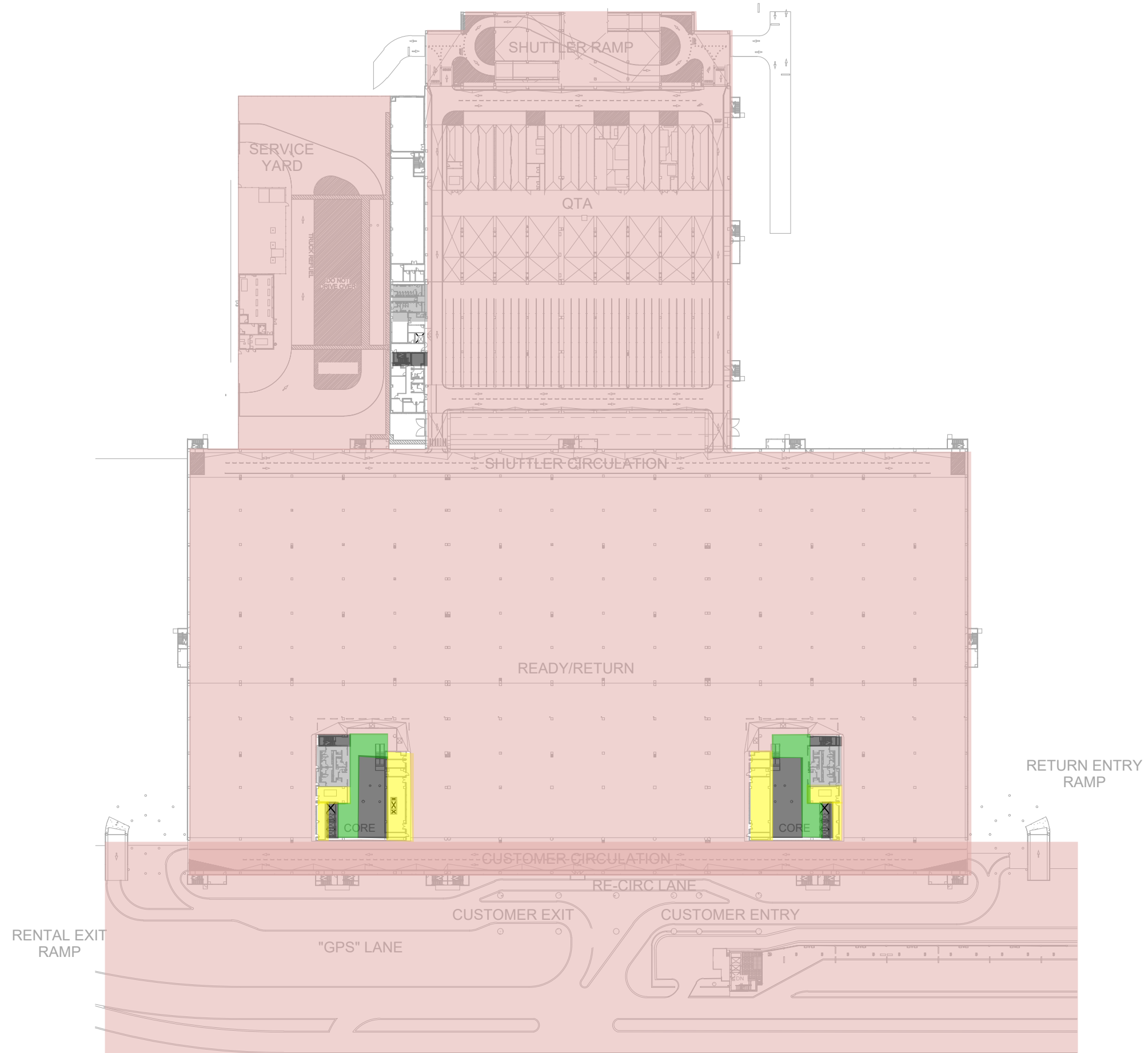
ISSUE DATE:

SHEET TITLE:
**MAIN TERMINAL -
LEVEL 3 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-M-L3
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN
COLOR AREA LEGEND FOR
ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT
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TAMPA AIRPORT DAS

ISSUE INFORMATION

PACKAGE	
REVISIONS	
NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
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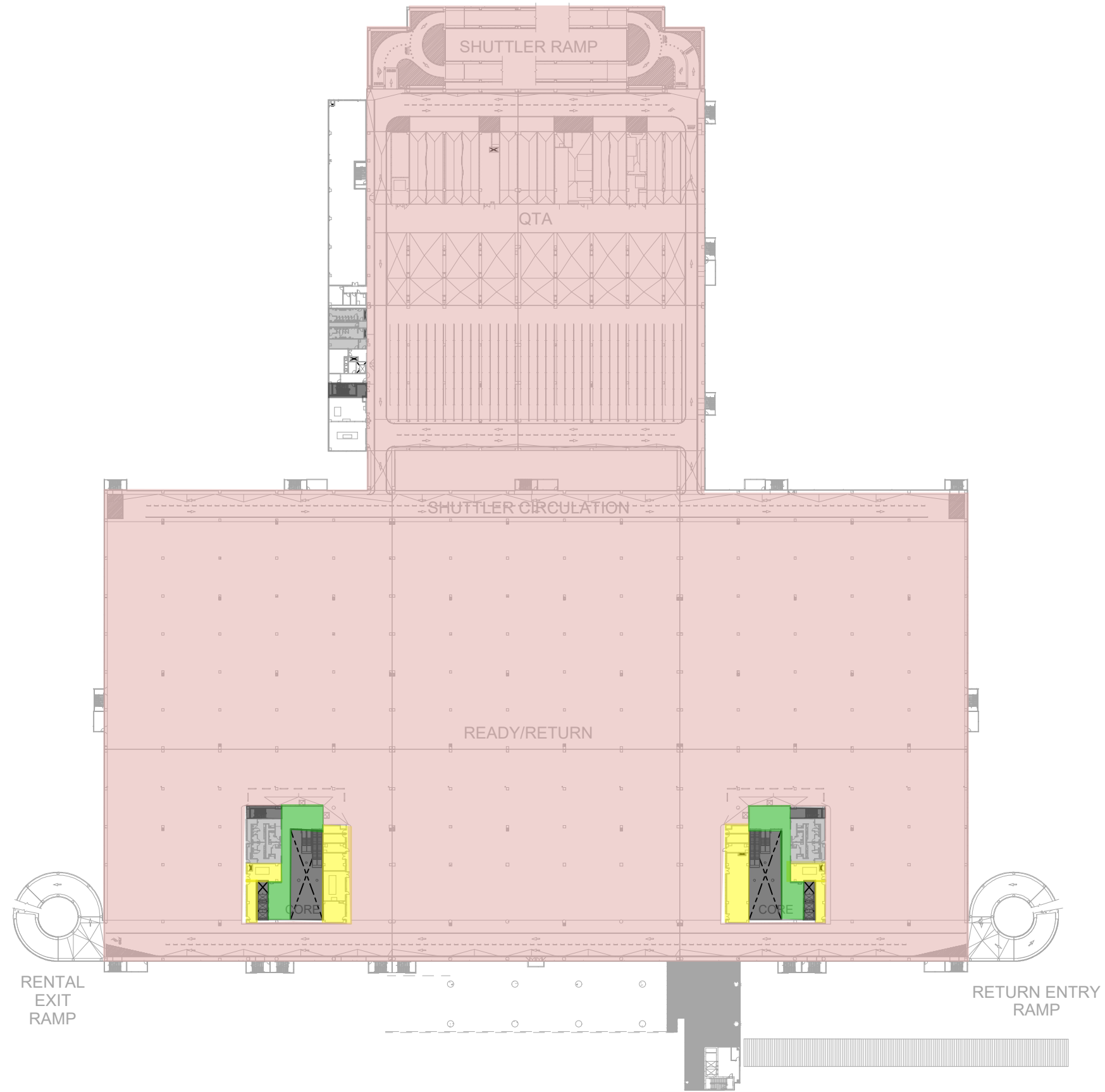
ISSUE DATE:

SHEET TITLE:
**RENTAL CENTER -
LEVEL 1 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

TW-20-R-L1
May 29, 2019

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

1. REFER TO SITE PLAN COLOR AREA LEGEND FOR ADDITIONAL INFORMATION.

KEY NOTES:
(SOME KEY NOTES MAY NOT APPLY TO THIS SHEET.)

1 NOT USED.

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TAMPA AIRPORT DAS

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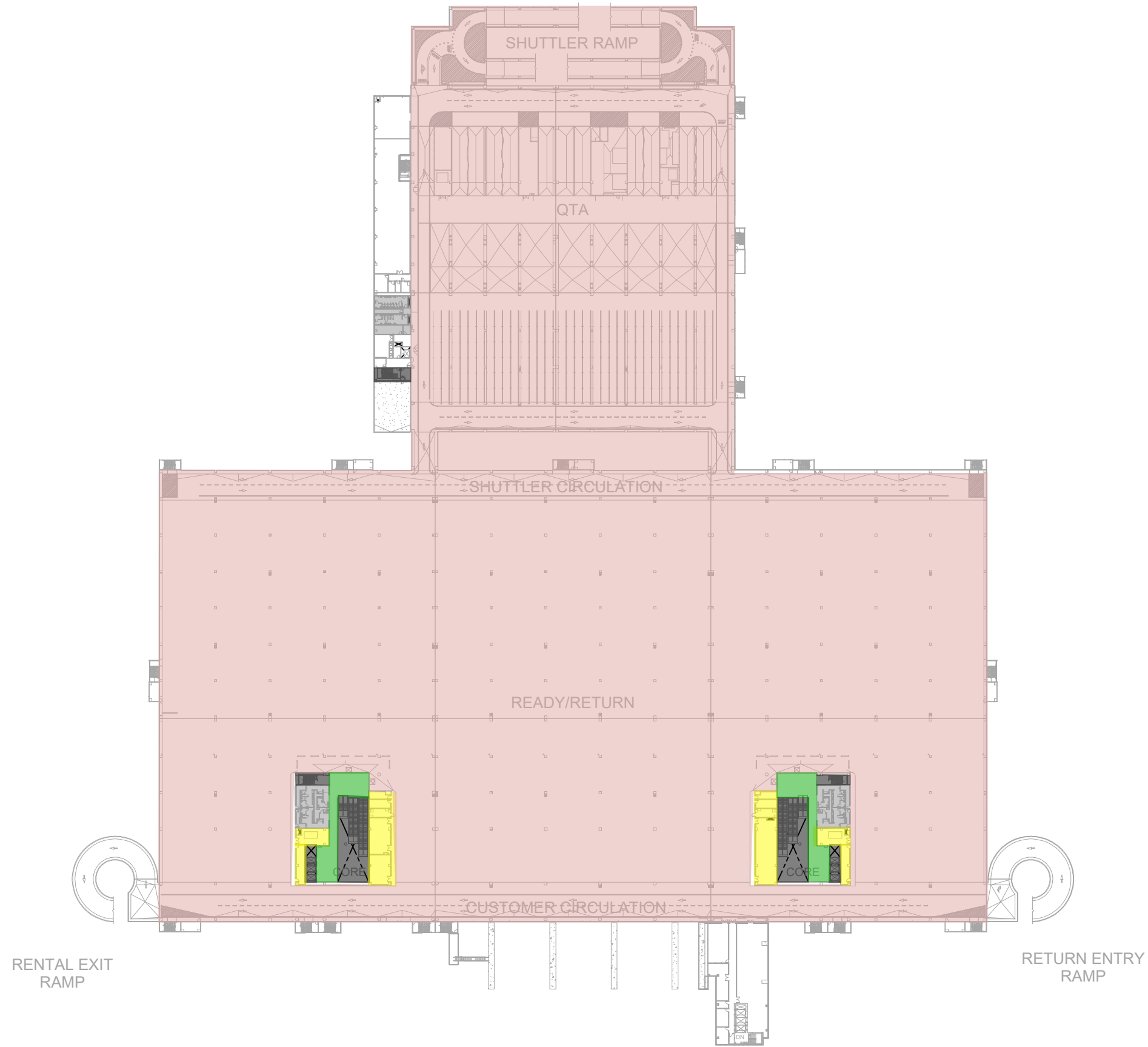
SHEET TITLE:

**RENTAL CENTER -
LEVEL 2 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**TW-20-R-L2
May 29, 2019**

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

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KEY NOTES:
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TAMPA AIRPORT DAS

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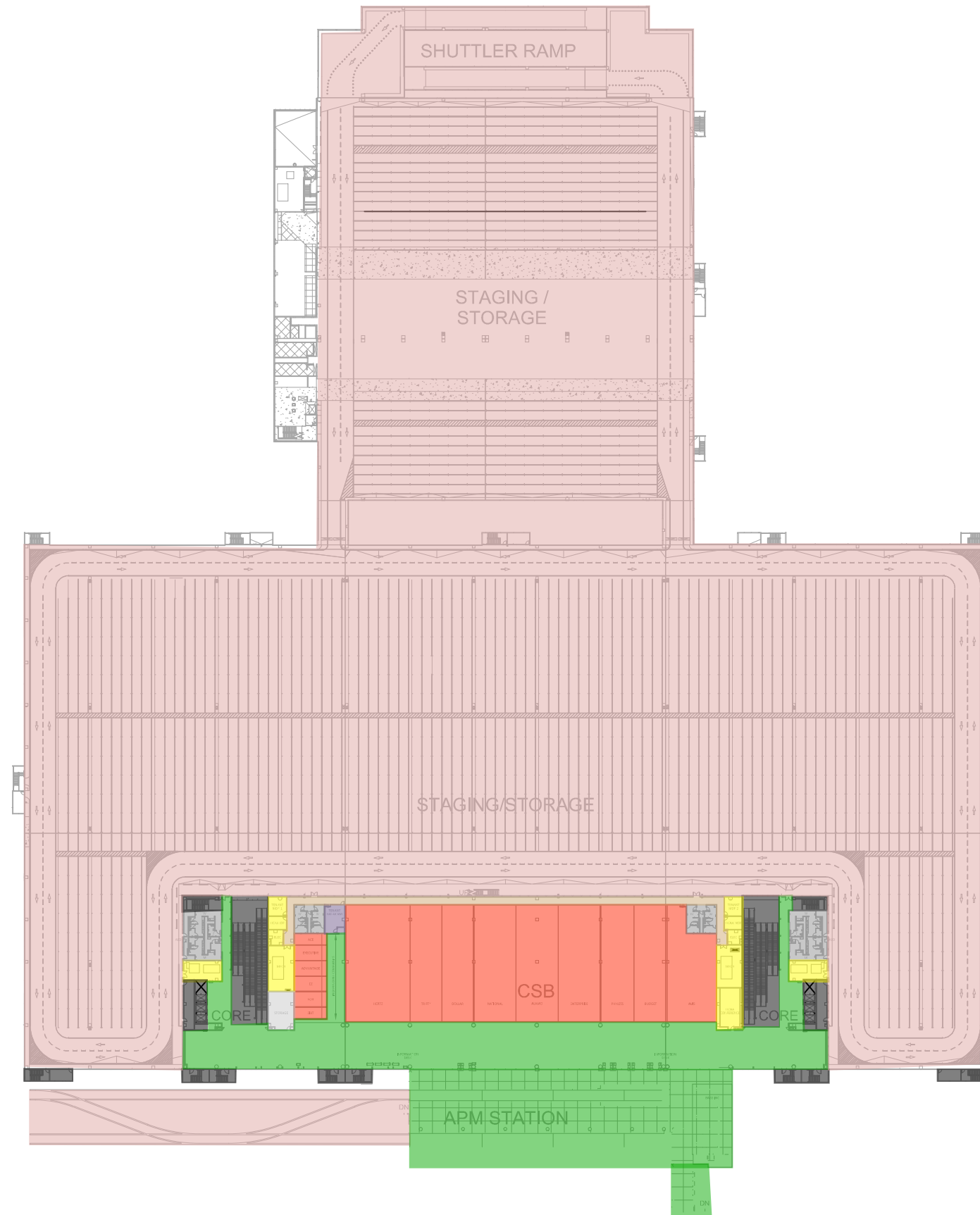
ISSUE DATE:

SHEET TITLE:
**RENTAL CENTER -
LEVEL 3 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**TW-20-R-L3
May 29, 2019**

**EXHIBIT B
WIRELESS COVERAGE AREA**



GENERAL NOTES:

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KEY NOTES:
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TAMPA AIRPORT DAS

ISSUE INFORMATION

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NO.	DATE DESCRIPTION

PROJECT NO. DV18100	ISSUED BY: M-E ENGINEERS
DRAWN BY:	REVIEWED BY:

ISSUE DATE:

SHEET TITLE:
**RENTAL CENTER -
LEVEL 4 - COVERAGE
PLAN**

DISCIPLINE - CATEGORY - SUB-CATEGORY - SHEET

**TW-20-R-L4
May 29, 2019**

Exhibit C
Head-End Room Location

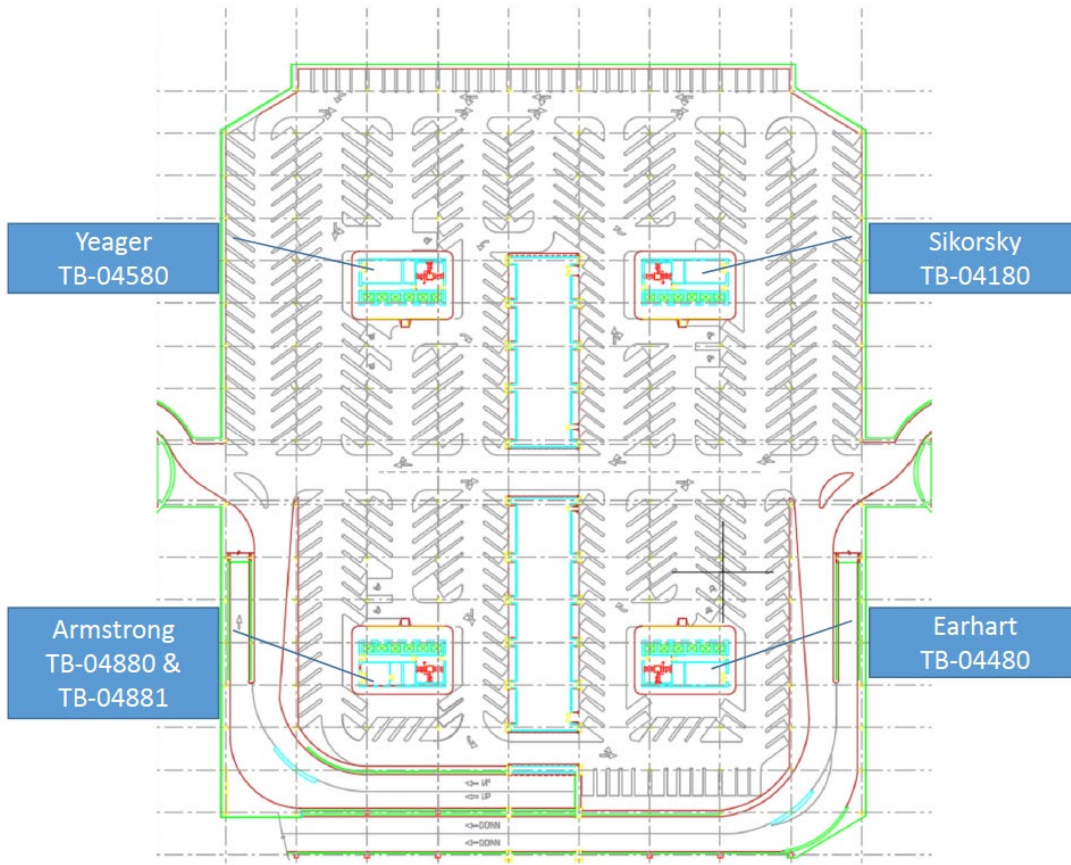


EXHIBIT D FIBER ROUTE



Above is a possible fiber route from the head end building site, west, then south in-between 1R/19L and taxiway “E” then under the runway, through the grass, under the apron and into A-Sort. From there, into the terminal building and into the Communications Equipment Room (whether it’s 4th floor A-core or elsewhere). The fiber route would need to be reviewed by all interested parties, utility locates and perhaps GPR to see what might lay below the surface.

EXHIBIT E COMMUNICATIONS EQUIPMENT ROOM



Above reflects the 4th floor IDF rooms at each elevator core. Authority recommends Company uses the IDF in the Sikorsky elevator core as the Communications Equipment Room.

Exhibit F Scope of Work

The Scope of Work listed below to be performed by the Company during the Term is not intended to be all inclusive of the work and services to be performed. The Company's own experience should allow it to amplify and enhance the Scope of Work for this Agreement.

GENERAL REQUIREMENTS

GENERAL

The DAS to be provided by the Company during the Term shall be a neutral-host, carrier grade, carrier approved system that meets the most current Cellular Carrier requirements for coverage and capacity. The Services shall include all necessary elements for a complete and fully functioning DAS, including any repairs, replacements, and upgrades throughout the Term of this Agreement. At a minimum, the Services to be performed by the Company during the Term shall include, without limitation, the following:

- A. Overall project management, including but not limited to:
 - 1) Design coordination with Authority design and construction teams to work through all aesthetic and constructability issues.
 - 2) Design coordination with Authority facilities and operations teams to confirm the DAS does not cause any interference with existing 2-way facility radio systems and/or emergency responder radio systems.
 - 3) Design coordination with Cellular Carrier to ensure final design complies with all Cellular Carrier technical design requirements and standards.
- B. All architectural and engineering design services.
- C. All Project management and construction management services.
- D. All legal services including, without limitation, contract negotiations with Cellular Carrier.
- E. All DAS Head-End Room design and construction costs including, without limitation: architectural, civil, structural, MEP and fire suppression support systems.
 - 1) Authority plans for the DAS Head-End Room to be a newly constructed stand-alone building located at the northeast corner of the Airport campus, as indicated on Exhibit C, Proposed Head-End Room.
 - 2) DAS Head-End Room full MEP support systems including HVAC units, fire suppression system, backup power, transformers, and dedicated power panels with sub-meters to be provided by the Company as noted above. The Company will work with Authority and Cellular Carriers to validate MEP loads and final requirements for the DAS Head-End Room.
- F. Design, furnish, install, and configure a turnkey DAS, Cellular Carrier interfaces, Head-End Room equipment, instrumentation and controls, and system management and monitoring software. The Services shall include all necessary radio frequency design, fiber optic backbone, DAS components and installation thereof required including

raceway, cable, cable terminals, transceivers/media converters, amplifiers, equipment, fireproofing, etc. for a fully operational and functional DAS.

- G. All DAS raceway including, but not limited to, conduit for low voltage power, fiber or coax to feed DAS Equipment.
- H. Coordination of all requirements with Authority for approval prior to finalizing the construction documents.
- I. All passive infrastructure (antennas, coax and/or category cable, splitters, couplers, DAS fiber optic backbone, power conductors, etc.). The existing building fiber optic backbone will not support the DAS, thus dedicated fiber optic backbone must be provided.
- J. All active equipment such as DAS head-end equipment, power supplies with battery back-up and remote units.
- K. All core drills and fire stopping required for new DAS pathways.
- L. Coordinate Project schedule, installation schedule, phasing and any other requirements deemed necessary with Authority to ensure successful completion of the Services, including, but not limited, to onsite wireless/RF studies, virtual antenna placement, physical design of DAS, submittals, physical coordination, equipment, and installation.

RECORD DOCUMENTATION

- A. Record documentation of the DAS construction and installation shall be submitted to Authority by the Company at the completion of the DAS installation. The Company shall submit to the Authority all information necessary for the Company to operate, maintain, repair, replace and upgrade the DAS during the Term, including, but not limited to, the following:
 - 1. As-Built Documents
 - 2. Operations and Maintenance Manuals
 - 3. Maintenance Schedule
 - 4. Maintenance Company Contact Information
 - 5. Troubleshooting Guide
 - 6. Product Data and Manufacturer Cut-Sheets
 - 7. Warranty Information and Contact
 - 8. Manufacturer's Product and Installation Certificate
 - 9. Log (troubleshooting, replacement, expansion, and replacements)
 - 10. Labeling Scheme

During DAS construction and installation, the Company shall maintain current record documents at the Head-End Room construction site or a mutually agreed cloud-based location and provide to Authority upon request. After DAS installation, the Company shall maintain current documents at the Head End Room and provide to Authority upon request.

PROJECT REQUIREMENTS

DESIGN SUBMITTAL REQUIREMENTS

At a minimum, the design requirements to be complied with by the Company throughout the Term shall include, without limitation, the following:

- A. Professionally sealed architectural, civil, and structural engineering documents.
- B. Professionally sealed mechanical, electrical, plumbing and fire suppression engineering documents.
- C. Professionally sealed low voltage DAS engineering documents including, without limitation:
 - 1) Cover sheet with symbol legend and general requirements.
 - 2) Schematic one-line drawings for all fiber optic backbone and low voltage power cabling and coaxial cable architectural (i.e. consistent with iBwave "design plan" or plumbing diagrams).
 - 3) Bill of material and equipment schedule sheets (with ID#s tied to floor plan devices).
 - 4) Site plan and overall reference plans indicating cellular zone boundaries.
 - 5) Area plans at 1/8" = 1'-0" scale for all buildings to indicate DAS equipment locations, raceway and cable routing, etc. Each component (i.e. antennas, splitters, remotes, power supplies, etc.) shall be individually labeled with unique ID # specific to each building and tied to equipment schedule sheets for specific product information.
 - 6) Enlarged plans at 1/4" = 1'-0" scale for DAS head-end equipment room. Enlarged plan sheets shall include detailed rack elevations and wall elevations for any wall mounted equipment.
 - 7) Typical mounting details for all equipment and mounting scenarios.
 - 8) All permits, licenses, certificates, and authorizations for construction activities.
 - 9) All system testing and optimization per manufacturer and Cellular Carrier's recommendations upon completion of the physical installation.
 - 10) All DAS modifications, throughout the Term, including, but not limited to, design, coordination, and construction to support Cellular Carrier enhancements to services (i.e. system refresh or upgrades to support additional capacity, new technologies, etc.).
 - 11) A primary disaster recovery plan for the DAS, given the critical nature of Airport operations.
 - 12) Wireless RF heat maps shall be provided to Authority as part of the final design submittal and as part of the post installation "as-built" submittal.
 - 13) Designed to support and fully connect Cellular Carriers, including, but not limited to, AT&T, Sprint, T-Mobile, and Verizon Wireless and other local Cellular Carriers.

TECHNICAL REQUIREMENTS

At a minimum, the technical requirements to be complied with by the Company throughout the Term shall include, without limitation, the following:

- A. The DAS shall be a neutral-host, guaranteed carrier grade, carrier approved system that meets the most current Cellular Carrier requirements (including current and planned frequencies specific to this facility as of November 1, 2020) for coverage and capacity. This

includes support of any 5G technology deployed by any Cellular Carrier in the Tampa Bay metropolitan area by the date noted above or planned for 2021 deployment. The DAS shall support every Cellular Carrier available in the Tampa Bay metropolitan area as of the date listed above. Additionally, the DAS shall be fully monitored per specific service level agreements with each Cellular Carrier. (Note: The DAS shall be considered “guaranteed carrier grade, carrier approved” when each and all participating interested Cellular Carriers officially approve the final RF design provided by the Company.)

- B. The DAS shall be a traditional DAS design with modular architecture that allows for as much flexibility as possible with regard to capacity growth and cellular technology advancements. A small cell solution with multiple distributed radio heads for each Cellular Carrier located outside of the DAS Head-End Room (i.e. throughout the Airport property) will not be allowed given space constraints throughout the facility.
- C. The DAS shall be designed for a minimum of fifteen (15) cellular zones to support all Public Facing Spaces and additional zones as deemed appropriate by the Company for the balance of the iDAS (i.e. private spaces such as airport operations, etc.). Additional zones should also be planned as necessary for the oDAS to iDAS transition zones at the Airport entry points.
- D. The DAS shall provide full coverage and appropriate bandwidth capacity throughout the Wireless Coverage Area. “Full coverage and appropriate bandwidth capacity” shall be defined as meeting or exceeding the design requirements for each Cellular Carrier.
- E. The Emergency Responder Radio System (ERRS) and Facility Radio System (FRS) already exists at the Authority. The DAS will be a stand-alone system that does not need to support first responder or building operations radio frequencies. The Company shall coordinate the RF technical design (frequency bands, channel assignments, etc.) with the Authority to ensure all frequency overlap and/or interference concerns are mitigated.
- F. The DAS design shall be (virtually) developed, modeled and optimized using wireless computer software such as iBwave for establishing antenna locations based on electronic architectural drawings and various wireless frequency bands. Construction materials shall be inputted into the software program for structure, walls, floors, and ceilings.
- G. The DAS wireless coverage and signal strength shall be field tested and verified, certified, and guaranteed upon installation against design requirements including coordination with Cellular Carriers, and shall be maintained at a minimum at such wireless coverage and signal strength.
- H. Minimize interference with other susceptible systems including, without limitation, the systems noted below. Coordinate with Authority’s RF strategy and frequency assignment plans.

1. FAA Airport Communications and Guidance Systems
2. Assisted Listening System (ALS) Devices
3. Bluetooth Devices
4. ERRS / Public Safety DAS
5. FM Radio Transmitter
6. Wireless Broadcast
7. Wireless Microphones
8. Wireless Telephone Headsets

1. Power for all active DAS equipment, such as remote units, located throughout the Wireless Coverage Area shall be provided from multiple centralized power supply systems located throughout the Airport. The power supply shall have battery back-up to meet the Cellular Carrier's run-time requirements. The total number of centralized power supplies (to feed 48V direct current or digital electricity power) shall be minimized as much as possible based on cable distance runs, to limit the amount of space required within each terminal and/or building.
2. The DAS must be designed and operated during the Term to meet current Federal Communications Commission (FCC) E-911 regulations, as well as all applicable building codes, wireless carrier standards, and industry best practices, as amended from time to time.
3. The DAS must be designed utilizing products from Cellular Carrier approved OEMs. The following is a list of pre-approved DAS OEMs:
 1. CommScope
 2. Corning Mobile Access
 3. JMA-Teko
 4. Solid

The Company may submit DAS OEMs not on the list for approval by Authority.

- L. The DAS shall be installed with a management and monitoring system, which provides for interactive interfaces to all major DAS electronic and passive components, including base head-end, remote units, antenna points, and power supplies. The management and monitoring system shall allow for real-time remote management and monitoring.

DESIGN PROCESS OVERVIEW

At a minimum, the design process overview by Authority shall require, without limitation, the Company:

- A. Obtain design review and approval from Authority prior to completing a final design or initiating any installation. Final coordinated design shall strategically place components in locations that will minimize aesthetic impact on the building architecture and minimize

negative impact on the system performance. NOTE: Materials must be in compliance with the Authority Design Criteria Manual located on the TPA website at www.tampaairport.com > Airport Business > Resources > Design Criteria Manual.

- B. Provide the RF/iBwave design and centralized power solution design to Authority for review. Authority facility and operations staff will consult, review and approve all design coordination, in particular coordination relative to aesthetics and constructability.
- C. Produce the detailed DAS architectural and engineering drawings, as well as construction drawings, documenting the final coordinated and approved design. The DAS architectural and engineering drawings and construction drawings shall meet the minimum requirements as stated in this Scope of Work.
- D. Provide architectural and engineering drawings to Authority at the following intervals as part of the overall design coordination and review process:
 - 1. 30% Progress / Review Set
 - 2. 60% Progress / Review Set
 - 3. 90% Progress / Review Set
 - 4. 100% Bid / Construction Document Set
 - 5. Addendums and corrections (as necessary during construction)
 - 6. Final As-built set and field test reports

CONSTRUCTION PROCESS OVERVIEW

At a minimum, the construction process overview shall include, without limitation, the following:

- A. Following final design approval by Authority, the Company shall coordinate all pre-construction and construction related activities with Authority staff and permitting authorities with respect to required submittals and inspections. This includes, without limitation, detailed review of DAS construction drawings, construction schedule coordination, and coordination with other ongoing or upcoming construction projects at Authority.
 - 1. The architectural and engineering drawings and construction documents may serve as the pre-construction submittals.
 - 2. Any modifications that are required during the installation process (due to field coordination issues, Authority or Cellular Carrier design modifications requests, etc.) shall be approved by Authority prior to installation. Additionally, these changes shall be revised in the construction documents and re-issued in the final as-built documents.
 - 3. DAS components will not be placed in locations that will interfere with utilities, operations, fuel, gas, electric, steam, water, fire alarm, signage and wayfinding, architectural elements, or other fixtures in the Wireless Coverage Area that Authority deems as having priority.

4. DAS component mock-ups shall be provided as necessary to establish clear expectations on the final install quality. At a minimum, this includes all visible devices mounted to the interior or exterior of building within the Wireless Coverage Area and/or within high finish and high traffic areas such as entry lobbies, terminals and concourses, etc. Final mock-up requirements shall be coordinated with Authority during the design review and approval stage.
- B. Meet all schedule milestones as established by Authority.
 - C. Commit to initiating construction without signed Cellular Carrier commitments to ensure construction schedules are met.
 - D. Substantial completion of the neutral-host DAS network must be complete (including all testing, optimization, inspections, permitting authorities' certificates of completion and commissioning) by November 2020.
 - E. Phasing, temporary distribution/equipment, cut-over and implementation shall be coordinated with Authority and Construction Manager.
 - F. DAS construction activities shall not impact the safety, security, operations and overall experience of Authority guests, employees and business partners.
 - G. Any DAS distribution through exposed public areas shall be routed in continuous conduit painted to match surrounding background or conditions. All such conditions shall be approved by Authority prior to initiating any work.

QUALITY ASSURANCE

At a minimum, during the Term, the Company shall provide, without limitation, the following:

- A. Electrical components, devices, and accessories shall be listed and labeled as defined in NFPA 70, NEC, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use. All materials shall be Underwriters Laboratories (UL) Listed unless otherwise noted or required by Authority Having Jurisdiction (AHJ).

CODES AND STANDARDS

- A. All Services by the Company, including materials and installation, shall conform to all applicable sections of currently adopted editions of the codes and standards listed below or the codes, standards and specifications published by the organizations listed below, as may be amended during the Term, and any other applicable codes and standards that may be adopted or become applicable during the Term (collectively, the "Code"):

1. Uniform Building Code (UBC).

2. State and local codes.
3. ANSI: American National Standards Institute (ANSI).
4. ANSI/EIA/TIA standards as applicable to DAS.
5. ASTM: American Society for Testing and Materials
6. Building Industry Consulting Services International (BICSI) TDM Telecommunications Distribution Methods Manual (current edition).
7. BICSI Wireless Design Reference Manual (current).
8. Cellular Carrier Requirements as determined by AT&T, Sprint, T-Mobile, Verizon Wireless, and other local Cellular Carriers.
9. Emergency Responder Requirements as determined by AHJ, Fire Department, Police Department, and Ambulance/EMS.
10. FAA: U.S. Department of Transportation Federal Aviation Administration
11. FCC: Federal Communications Commission
12. ICEA: Insulated Cable Engineers Association
13. IEEE: Applicable requirements and recommended installation practices of Institute of Electrical and Electronics Engineers (IEEE) Standards 80, 81, 141 and 142 pertaining to grounding and bonding of systems, circuits and equipment.
14. IEEE-802.11 a, b, g, n: Wireless Local Area Networks
15. IEEE-802.3: 10Mb/s, 100Mb/s, 1Gb/s, and 10Gb/s Ethernet Standards as applicable based on media types (twisted pair copper, fiber optics, etc.)
16. IEEE-802.3af: Power-over-Ethernet (PoE).
17. IEEE-1100-1999: Recommended Practice for Powering and Grounding Sensitive Electronic Equipment.
18. IEEE-141: Comply with applicable requirements for installation of cable tray systems.
19. IEEE-241: Recommended Practice for Electric Power Systems in Commercial Buildings.
20. IFC: International Fire Code
21. ISO/IEC 11801: International Standard on Information Technology – Generic Cabling of Customer Premises.
22. National Electrical Code (NEC): Applicable local electrical code requirements of the authority having jurisdiction, and the NEC as applicable to electrical boxes and fittings, cable tray systems, and grounding and bonding, pertaining to systems, circuits and equipment.
23. NESC: National Electrical Safety Code
24. NEMA: Applicable requirements of NEMA Stds/Pub No.'s OS1, OS2 and PUB 250 pertaining to raceways, outlet and device boxes, covers, and box supports.
25. NEMA: NEMA Stds/Pub No. VE 1 "Cable Tray Systems"
26. NFPA-70/NEC: National Electrical Code.
27. NFPA-70B: "Recommended Practice for Electrical Equipment Maintenance" pertaining to installation of cable tray systems.
28. NFPA-72: National Fire Alarm and Signaling Code
29. UL Compliance: Applicable requirements of UL 50, UL 514-series, and UL 886 pertaining to electrical boxes and fittings.
30. UL Compliance: Applicable requirements of UL Standards No.'s 467, Electrical Grounding and Bonding Equipment", and 869 "Electrical Service Equipment",

pertaining to grounding and bonding of systems, circuits and equipment. In addition, comply with UL Std 486A, "Wire Connectors and soldering Lugs for Use with Copper Conductors." Provide grounding and bonding products which are UL-listed and labeled for their intended usage.

31. Authority Design and Construction Standards, including, but not limited to, Tenant Work Permit and Sustainability Plan.

- B. Where there is a conflict between the Code and the Agreement, the Code shall have precedence only when it is more stringent than the Agreement. Items that are allowed by the Code but are less stringent than those specified on the Agreement shall not be substituted.

PROJECT CONDITIONS

At a minimum, during the Term, the Company shall meet the following conditions, without limitation:

- A. Become fully informed as to laws, ordinances, rules, orders and regulations affecting the Services. Failure of the Company to become fully informed as to all above mentioned items shall in no way relieve the Company from any obligations with respect to the Services.
- B. Immediately bring to Authority's attention, in writing, any existing condition or statute, rule or regulation that contradicts, is in conflict with, or negates the Services or Agreement requirements.
- C. Immediately bring to Authority's attention, in writing, any field conditions and coordination with related trades that may warrant relocations of field devices.
- D. System components and equipment shall be rated for the environments where installed.

DELIVERY, STORAGE, AND HANDLING

At a minimum, the delivery, storage, and handling of equipment shall include, without limitation:

- A. Equipment and components shall be delivered in factory-fabricated containers or wrappings, which properly protect equipment from damage.
- B. Equipment and components shall be handled carefully to prevent damage including but not limited to breakage, denting or scoring of surfaces, etc. Do not install damaged units or components; replace with new. Replace damaged units or components following installation with new ones.

- C. Equipment and components shall be stored in original packaging in a dry, clean, well-ventilated space, and shall be protected from construction traffic, weather, moisture, soiling, humidity, and extreme temperatures.

SEQUENCING AND HANDLING

At a minimum, the following conditions shall be met, without limitation:

- A. All Services shall be reviewed and coordinated with Authority prior to commencing.
- B. DAS, infrastructure, and equipment are sensitive to environmental conditions including but not limited to temperature, wind, dirt, dust, and water. The Company shall ensure the storage and installation of all system components are sequenced and scheduled accordingly to prevent any damage, loss of performance, and warranty voiding. All mis-installed components shall be replaced with new parts and re-installed at the Company's expense.
- C. Installation shall be coordinated with structural, electrical, HVAC, plumbing, fire protection, instrumentation and controls, and other trades to eliminate disruption and/or conflict with other systems.
- D. Installation of DAS and infrastructure shall be sequenced with other work to minimize possible damage and soiling during the remainder of construction.

COORDINATION

At a minimum, coordination of the Services shall include, without limitation:

- A. Coordinate Services with the requirements of each Cellular Carrier.
- B. Coordinate layout and installation of DAS equipment, antennas, and radiating cable with other construction that penetrates ceilings or is supported by them, including but not limited to light fixtures, HVAC equipment, fire suppression system components, and partition assemblies.
- C. Coordinate location of cabling and antennas with other trades.
- D. Coordinate location of equipment (such as fiber optics splice enclosures, low voltage power cable terminals, etc.) in the telecom rooms (TRs) with the Authority.
- E. Coordinate equipment type and physical size with Authority, including, but not limited to:
 - 1. Rack Units required per location
 - 2. Electrical Power (voltage, amp, loads, and receptacle types)

3. HVAC (heat dissipation and equipment operating temperature range)
4. Antenna Types and Locations
5. Backbone Distribution (fiber optics strand allocation)

F. RF and Wireless Coordination

1. Perform an onsite RF and wireless study prior to finalizing design. This information shall be submitted in hard copy documents.
2. Obtain a copy of the Authority's current RF strategy and frequency assignment. This information shall be reviewed in detail to identify any interfering and/or potentially interfering sources.
3. Review and coordinate the on-site study, Authority's current RF strategy and frequency assignment, and proposed DAS design.
4. Provide recommendations to the Authority and adjust the design accordingly to ensure no interfering sources or overlap of frequency assignment.
5. Perform an on-site RF and wireless study after completing system installation. This information shall be submitted in hard copy documents. The results of this test shall be reviewed by the Company and manufacturer to confirm system compliance with coverage, capacity, and performance requirements.

G. Installation Coordination

The Company shall field coordinate all Services with Construction Manager, subcontractors and other trades as necessary to minimize conflicts. The Company shall coordinate all Services with Authority to minimize conflicts with Authority operations and other Authority projects.

WARRANTY

- A. During the Term, the Company will be responsible for any warranty requirements to keep the DAS operational per the Agreement with Authority and the Cellular Carriers. Warranty details shall be provided to Authority for reference.
- B. Warranty periods shall be provided on the components noted below and as listed within this section.
- C. Upon written request, the Company shall provide to Authority copies of all standard manufacturer product warranties, including warranty length for each major component, including but not limited to:
 1. Passive devices (antennas, splitters, couplers, etc.);
 2. Cabling (coaxial, fiber optics, and power);
 3. Active components (remote radios, head-end equipment, etc.); and
 4. Power supplies (power plants, rectifiers, batteries, etc.).

- D. Upon expiration or termination of this Agreement, the Company shall assign to Authority all standard manufacturer product warranties for equipment retained by Authority.
- E. The structured cabling manufacturer shall provide a warrant all communications cable infrastructure components. This warranty shall cover all components including cable, terminations, patch panels, and wiring panels, etc. to maintain the specified performance and physical criteria. Any such components, link, or channel shall be replaced by the Manufacturer at no cost to Authority during this period. The Company and Manufacturer shall submit all information and documentation on Warranty.
- F. If DAS component operation is not fully restored within twenty-four (24) hours, during the warranty period, the Authority reserves the right to require the Company to provide on-site manufacturer's service technicians at no additional cost.
- G. Special warranty specified shall not deprive Authority of other rights Authority may have under other provisions of the Agreement and shall be in addition to, and run concurrent with, other warranties made by the Company under requirements of the Agreement.
 - 1. Special Warranty for DAS and Components:
There shall be a written warranty to Authority, signed by the manufacturer and the Company, agreeing to correct system deficiencies and replace components that fail in materials or workmanship within a specified warranty period when installed and used according to manufacturer's written instructions. This warranty shall be in addition to, and not limiting, other rights Authority may have under other provisions of the Agreement.
 - 2. The Company shall guarantee coverage and fix any coverage gaps or incorrect signal strengths at no cost to the Authority. The Authority will not accept the DAS at turn-over until the DAS has been field tested, verified, certified, and guaranteed that coverage limits have been fulfilled.

EXAMINATION

- A. The following examination tasks shall be performed by the Company:
 - 1. Examine pathway elements intended for cable. Check raceways, cables trays, and other elements for compliance with space allocations, installation tolerances, hazards to cable installation, and other conditions affecting installation.
 - 2. Examine walls, floors, roofs, columns, poles, equipment bases, and roof supports for suitable conditions where equipment is to be installed.

3. Provide detailed site survey to determine best cable routing and location of antennas.

SYSTEM DESIGN CRITERIA

- A. The DAS shall distribute and support all current technologies available to existing Cellular Carriers authorized to provide service in the United States in all frequency bands, as may be upgraded during the Term.
- B. The DAS shall comply with all requirements in this Scope of Work, including coverage area and capacity requirements.
- C. The DAS must enable Cellular Carriers to distribute signal uniformly to all locations within the venue in a manner that mitigates interference to their outside network.
- D. The coverage inside the Public Facing Spaces shall provide dominant signal to overcome other signals from other zones or sectors within the Public Facing Spaces and from outside the Public Facing Spaces in accordance with Exhibit H, Signal Coverage Requirements, Optimization and Acceptance Procedures.

INSTALLATION

A. General

This Section describes the installation locations for the products and materials, as well as methods associated with the DAS and wireless installation portions of the Project (and replacements). The Company shall follow these specifications, along with the drawings shall be followed during the course of the installation (and replacements), but are not limited to:

1. Examine areas and conditions under which DAS infrastructure is to be installed.
2. Notify Authority in writing of conditions detrimental to proper completion of the work.
3. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
4. Be knowledgeable of work to be performed by other trades and take necessary steps to integrate and coordinate their work with other trades.
5. Verify space requirements and locations before starting cable installations and terminations. Inappropriate conditions shall be immediately reported to Authority prior to initiating installation.
6. All communications infrastructure shall be installed for optimal performance, without interference.

7. All DAS and communications infrastructure shall be installed to allow for easy additions, moves, and other changes in the future.
8. Final labeling scheme for all DAS and communications components shall be coordinated with Authority during the design review process, prior to initiating work. Labeling scheme shall include but not be limited to communications rooms, cabinets, racks, cable terminal blocks and patch panels, antennas, splitters, cables, remote units, etc.
9. Coordinate efforts with the other trades and subcontractors who may be working within the same vicinity to avoid conflict and lost time.
10. Supply all necessary tools, equipment, accessories, safety equipment, protective clothing, etc., as customary for the craft and necessary for the installation.
11. Do not install any component in a manner or condition that will void manufacturer and/or the Company warranty. Any such conditions that prevent an acceptable install shall be immediately reported Authority prior to initiating installation. All mis-installed components will be removed and replaced with new, appropriate components at the Company's expense.
12. All equipment shall be installed in a neat and workman-like manner, arranged for convenient operation, testing and future maintenance.

B. Raceway Installation

The following procedures shall apply to raceway installation and replacement:

1. Comply with all Codes and standards for DAS raceway installation, including but not limited to, appropriate conduit size, fill ratio, bend radii, number of bends and/or distance between pull-boxes, etc.
2. Fire seal all raceway penetration and openings to maintain fire rating after communications cables are installed.
3. Provide labels on all communications pull-boxes and junction-boxes.
4. Identify conduits at cable tray end by architectural room number.

C. Cable Installation

The following procedures shall apply to cable installation and replacement (coaxial, fiber optics, and power):

1. All distribution cable, backbone cable, horizontal cable, radiating cable, and antenna cable must be rated for the environment.
2. All DAS and communications cables routed within telecom rooms shall be bundled and combed to provide a neat and organized appearance, per industry standards.
3. Install cables concealed in accessible ceilings.
4. Install cables according to manufacturer's recommended installation practices using approved hangers at a maximum spacing of every 48-inches (1.2m).
5. Cable bends shall not be less than that recommended by the manufacturer of the cable. Do not exceed manufacturer's minimum bending radii and other cable requirements.

6. Shall not install any cable in conduits that does not have the appropriate protect bushings on conduit ends.
7. Shall not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
8. Any exposed cables shall be installed parallel to building lines. Follow surface contours and support the cable according to manufacturer's written instructions.
9. All exposed cable routing shall be coordinated with the Authority prior to installation.
10. Care shall be taken so as not to damage cable during the installation process and that the manufacturer's and industry standard's pull tension specification is not exceeded.

D. Antenna Installation

The following procedures shall apply to antenna installation and replacement:

1. All antennas and associated locations shall be discreet. Antennas shall be concealed wherever possible using stealth technology to ensure installation maintains high architectural form critical to the high-end finish of this project.
2. All antenna locations shall be coordinated with Authority prior to initiating any work.
3. Install antennas per manufacturer's requirements.
4. The Company shall install antennas with all necessary supports to ensure safe installation and support to prevent falling.
5. Antennas shall be rated accordingly and as applicable for the installation type, location, condition, and application supported.

E. Equipment Installation

The following procedures shall apply to equipment installation, including replacement of equipment:

1. Install surge suppressors where AC-power-operated devices are not protected against voltage transients by integral surge suppressors specified in UL1449.
2. Mount electronic equipment in the types of cabinets recommended by manufacturer or against fire-rated backboard. Group related items in methodical sequence.
3. Arrange equipment to facilitate access for maintenance and to preserve headroom and passage space.
4. Interface DAS equipment with all base station equipment as required during installation period of DAS.
5. Label all equipment and interfaces.

F. DAS Management and Monitoring Software Installation:

During the Term, the following procedures shall apply to DAS management and monitoring software installation:

1. Coordinate computer and data network requirements with Authority's Information Technology Department. This should include MAC and IP addressing, VLAN assignment, bandwidth requirements, class of service (CoS), VPN requirements, etc.
2. The DAS management and monitoring software shall be fully set up, programmed, and configured.

FIELD QUALITY CONTROL

A. Testing, Commission, and Optimization

During the Term, the Company shall test, commission and optimize each component of the DAS upon completion, upgrade and replacement per Cellular Carrier and/or manufacturer recommendations.

B. Qualitative and Quantitative Performance Tests

During the Term, the Company shall verify for each major frequency band utilized that signal coverage area, signal coverage levels, and signal coverage consistency are compliant with Cellular Carrier specifications on an annual basis in accordance with Section 5.06.B of the Agreement. Testing shall be conducted using calibrated "walk-test" receivers.

C. Test Results

The Company shall record test results and publish them in electronic and hard copies for distribution to Authority if requested.

SERVICE REQUIREMENTS

OPERATIONS

A. During the Term, the Company shall provide all necessary legal contracts, coordination and service requirements with Cellular Carriers. These shall include but not be limited to all DAS technical requirements necessary to interface with originating base stations, transport the signal, and transmit the signal throughout building and exterior.

B. The DAS shall include a real-time management and monitoring software control system. This control system shall be set up and fully configured.

C. An onsite wireless/RF study shall be provided by the Company to establish existing signal strengths and potential interfering sources including Cellular Carrier, Emergency Responder, and Facility Radio requirements and radio frequencies.

- D. The DAS management and/or monitoring system shall provide for interactive interfaces to all major DAS electronic and passive components including base head-end, remote units, antenna points, and power supplies, if applicable.
- E. The DAS management and monitoring system shall allow for real-time remote management and monitoring of the DAS from an Operation Manager's computer workstation.

MAINTENANCE

- A. During the Term, the Company shall:
 - 1. Coordinate support systems requirements directly required by the DAS such as architectural, HVAC, electrical, and technology systems.
 - 2. Provide Quarterly reports to Authority detailing uptime and maintenance, repairs and replacements performed (scheduled and non-scheduled) on the DAS.

CLEANING

- A. During the Term, the Company shall:
 - 1. Clean installed DAS items using methods and materials recommended by manufacturer.
 - 2. Clean DAS components, including antennas and supports, electronic equipment, and distribution components.

EXHIBIT G
Scrutinized Company Certification

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **any amount**.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of **\$1 million or more**.

Company: _____ FID or EIN
No.: _____
Address: _____
City/State/Zip: _____

I, _____ as a representative of

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of \$1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Authority may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SIGNATURE

TITLE

PRINTED NAME

DATE

EXHIBIT H

Signal Coverage Requirements, Optimization and Acceptance Procedures

I. DAS Performance Standards

The DAS shall at all times meet the following minimum criteria:

- a. Provide 95% signal coverage at a minimum of -85 dBm (or greater if required by any of the wireless carriers) for all Public Facing Spaces and a minimum of -95 dBm for all other areas for voice and data services and provide 50% SINR coverage at a minimum shall be >6dB (“**RF Coverage Requirements**”).
- b. Upon request, provide formats to include any and all formats, frequencies and standards available in the public and commercial cellular transmission and reception space.
- c. Be a neutral host design supporting and meeting minimum technical standards for a minimum of four (4) CMRS Providers.
- d. Include a software control system providing real-time management and offsite monitoring 24 hours per day.
- e. The original equipment manufacturer certified installer shall supervise field assembly and connection of components, the Optimization, DAS Acceptance testing and applicable adjustments to the DAS.

II. Optimization

During Optimization, Licensee will:

- a. Align, adjust and balance the DAS and all integrated subsystems.
- b. Perform walk tests, collecting data from each antenna on each FCC licensed frequency transmitted by Licensee. Walk test results will be used to validate call originations and terminations and data throughput rates from a test phone; hand-offs between the DAS and Licensee’s network outside of the DAS; and verify that the DAS is free of degradation or outages affecting service. In addition, Licensee will make the DAS available to the Sub-Carriers to perform such walk tests with respect to their respective antennae.
- c. Analyze the data collected to determine where measured results for Licensee do not meet RF Coverage Requirements. In addition, Licensee will make the DAS available to each Sub-Carrier to analyze the data collected to determine where measured results for such Sub-Carrier do not meet RF Coverage Requirements.
- d. Make adjustments to meet RF Coverage Requirements (as applicable). Adjustments may include, without limitation, the following:
 - DAS individual remote configuration adjustments:
 - DAS wide configuration adjustments;
 - Replacement of faulty components (includes DAS Facilities, including electronics, coax, fiber, passive connectors and antennas); and
 - Antenna orientation adjustments.

- e. Once adjustments are made, the process will be repeated until the signal coverage requirements are met.
- f. Company will use commercially reasonable efforts to correct deficiencies observed during Optimization within ten (10) calendar days. Any malfunctioning or damaged items will be replaced by Company with new items and tested until satisfactory performance and conditions are achieved.

III. DAS Acceptance Procedure

After DAS Optimization, Authority will be notified a minimum of three (3) days in advance of acceptance test performance. Authority shall have the right to attend acceptance test performance. Authority may inspect the DAS to verify that subsystems, units, and controls are properly labeled and interconnecting wires and terminals are identified. Company will use commercially reasonable efforts to correct any observed deficiencies indicated by field testing or by Authority's inspection within ten (10) calendar days. Licensee will share the results of all available field testing with Authority in the form of a completion notice/acceptance report.

- a. In addition, Authority shall have thirty (30) days from receipt of the completion notice/acceptance report to verify and dispute any test results.
- b. If Authority reports any deficiencies required under this Agreement within such thirty (30) day period, Licensee will correct all deficiencies, re-test, and provide a new completion notice/acceptance report within ninety (90) business days. The process described herein shall be repeated until both parties agree that DAS satisfies the performance standards set forth herein.
- c. The completion notice/acceptance report will consist of the following:
 - 1) Executive Summary
 - Executive summary of assumptions and results
 - 2) Design Assumptions
 - Type of Implementation
 - Frequency Bands of Operation
 - 3) Design Objectives & Targets
 - Traffic Capacity Considerations
 - Other Technical Assumptions (as applicable)
 - 4) Baseline Coverage and Capacity Results
 - Summary of coverage and capacity results
 - 5) Sector Configuration Plan
 - 6) DAS Connectivity Plan
 - 7) Coverage Design Results (plots and statistics)
 - 8) Capacity Design Results (plots and statistics)
 - 9) Summary & Conclusion

IV. DAS Procedures and Guidelines for Maintenance and Repair.

- a. Monitoring and Maintenance: Licensee will monitor and maintain the DAS as follows:
 - 1) 24x7 alarm monitoring with local on-call technical support by phone and remote access to the DAS.
 - 2) Field services response by local technicians to repair DAS degradation and failures.
 - 3) Preventive maintenance in accordance with Licensee standards.
 - 4) Confirm active status (green light) of all DAS components.
 - 5) Review any security alerts/notifications by manufacturer and take action to remediate.
- b. Preventative Maintenance Services:
Services performed at least annually by Licensee or its local technicians to maintain the DAS and to identify any issues that require attention, including:
 - 1) Spot check signal coverage and performance;
 - 2) Review UPS batteries for expiration;
 - 3) Review component firmware levels and update as required and as recommended by manufacturer; and
 - 4) Review antennas and under seat mounting apparatus for water damage, corrosion, rusting, leaks and take remedial actions.
- c. Call-Out Maintenance Services: Professional troubleshooting and repair services shall be performed by Licensee or its local technicians to ensure RF quality and DAS performance, including:
 - 1) Respond to call out requests and trouble tickets within designated time for the applicable Service Level; and
 - 2) Troubleshoot identified issues with components, RF signal quality or interference and coordinate resolution.
- d. Service Levels: Licensee will provide call-out maintenance services. Local technicians must be on call 24x7 with defined methods of contact (including a toll-free number) to respond to trouble tickets within the following response times*:

*The Initial Response and Resolution Target times above are superseded when Licensee is providing on-site technical support for the DAS.

- e. Notification: In the event that Authority identifies a problem in connection with Authority's DAS, Authority will notify Licensee by telephone as follows:

DAS Specific Phone Number: (888) 632-0931

The notification will contain the following information:

- 1) Title of person making notification;
 - 2) General summary of the problem, including scope, date and time; and
 - 3) Location of trouble within the Event Spaces.
- f. Issue Identification and Resolution: Licensee or its local technicians will perform necessary field tests and inspections to identify the source of the trouble, recommend and initiate corrective actions, and report on resolution to Authority.

[END OF EXHIBIT]

EXHIBIT I Severity Matrix

Company provides operations support for its networks through real-time network monitoring and maintenance at no cost to Authority.

Three primary operations roles support the network:

- **Network Monitoring**—Company operates a full-scale, carrier-grade Network Operations Center (“NOC”) 7/24/365 that monitors network status. The NOC has all necessary backup and recovery procedures along with a highly qualified in-house staff.

NOC staff also provides first and second level troubleshooting which includes verification of commercial power availability, checking and resolving issues with network monitoring circuits and resetting of hub and node equipment if necessary.

- **Network Operations**—The DAS Operations Manager supports third level troubleshooting, creation of uptime reports, tracking of RMA status and developing and updating NOC troubleshooting procedures. The DAS Operations Manager is also responsible for keeping the Authority and customer contact information current and performing any required software upgrades to the equipment.
- **Network Maintenance**—Field Technicians respond to network outages and perform periodic maintenance on the equipment. They test and replace coaxial cable and fiber optic cable, inspect, troubleshoot and replace hardware, and test and repair electrical systems, including battery backup units.

Company understands the critical need to respond to and resolve emergencies and service failures.

Resources will be available to respond to outages on a 7/24/365 basis in order to resolve issues as soon as possible.

Response times are shown in the second chart below.

The figure that follows on the next page shows details of real-time monitoring, management and information flow available to the Authority.

NOC Monitoring Services		
24x7 fault management	Handle incoming 800 calls	Service messages to customers
Monitor network management systems	Issue and track trouble tickets	Incident feedback
Issue trouble tickets on system faults	Dispatch technicians and service personnel	Weekly reporting (internal & external)
Remote troubleshooting and problem resolution	Escalation and customer notification	Primary NMS – Micromuse© Netcool © Network Monitoring System
24x7 Network management	Reporting and analysis	Other NMS – COSS / Hark NOC© / Eagle Monitoring / HP OpenView / Harris FarScan©

Severity	Call Back by NOC to Lessor*,**	Support Team Response	Target Resolution	Status Update
Priority 1	15 minutes	4 hours	8 hours after notice	Every 4 hours
Priority 2 and 3	15 minutes	12 hours (during regular local business hours)	1-2 business days after notice	Every 12 hours
Priority 4	2 days	7 days	7 business days after notice	Upon closure
Service Request	2 days	14 days	14 business days after notice of request	Upon closure

*After verification of alarm and generation of trouble ticket by NOC.

**Note that minor non-service impacting notifications are only dispatched during business hours.

In the escalation table below, NOC staff and supervisors perform first and second level troubleshooting and operations engineers conduct third level troubleshooting.

Priority	Suspension Approval Level	Notification of Suspension
Critical	Director of Operations	VP Operations
High	Operations Manager	Director of Operations
Medium	Operations Technician	Operations Manager
Low	NOC Operations	Operations Technician