

AMENDMENT NO. 2 TO USE AND LEASE AGREEMENT  
FOR FUEL FACILITIES AND PIPELINE

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

SPIRIT AIRLINES, INC.

\_\_\_\_\_, 202\_

Prepared by:

Real Estate Department  
Attn.: Mandi Schuler  
Hillsborough County Aviation Authority  
P. O. Box 22287  
Tampa, FL 33622

AMENDMENT NO. 2 TO USE AND LEASE AGREEMENT  
FOR FUEL FACILITIES AND PIPELINE  
TAMPA INTERNATIONAL AIRPORT

This Amendment No. 2 to that certain Use and Lease Agreement for Fuel Facilities and Pipeline, by and between Hillsborough County Aviation Authority, a public body corporate existing under the laws of the State of Florida ("Authority") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Florida ("Company") (hereinafter individually and collectively referred to as "Party" or "Parties"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**WITNESSETH:**

WHEREAS, Authority and Company entered into a Use and Lease Agreement for Fuel Facilities and Pipeline (the "Agreement") for the operation, maintenance, lease, and service of Fuel Facilities owned by Authority, including the right to certain pipeline rights of way in the operation thereof serving Tampa International Airport ("Airport"); and

WHEREAS, since entering into the Agreement, Fuel Committee has upgraded the Fuel Facilities by entering into Memorandum(s) of Understanding with Authority to repay Authority for the sums Authority financed in connection with said upgrades; and

WHEREAS, this Amendment No. 2 ("Amendment No. 2") amends the Agreement to extend the term of the Agreement, updates payments, updates insurance requirements, and updates certain administrative provisions.

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 acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Article 5, Term, is hereby deleted in its entirety and replaced with the following:
  - 5.1 Agreement Date. This Agreement is valid and binding upon the date set forth in the initial paragraph of this Agreement.

- 5.2 Term. This Agreement shall become effective upon approval by the Authority and shall run for a term of forty (40) years retroactive to October 1, 1999 and terminating on September 30, 2039.
3. Article 6, Payments, Section 6.1, Ground Rent for the Term, is hereby deleted in its entirety and replaced with the following:

6.1 Ground Rent for the Demised Premises

The Ground Rent for the Demised Premises due throughout the term of this Agreement shall be paid by Agent on Company's behalf in equal monthly installments, in advance on or before the first day of each and every month, without demand or invoice. The Ground Rent for the Demised Premises starting on October 1, 2024 is \$199,763.81, payable at \$16,646.98 monthly ("Ground Rent for the Demised Premises"). The Ground Rent for the Demised Premises is calculated as follows:

Unimproved land totaling 226,076 square feet at \$0.80 per square foot per year, which rent is \$181,293.31 annually, payable at \$15,107.78 monthly; and

Aeronautical vehicular pavement at Fuel Storage Facilities totaling 37,026 square feet at \$0.11 per square foot per year, which rent is \$4,241.66 annually, payable at \$353.47 monthly; and

Pipeline Right of Way corridor totaling 124,206 square feet at \$0.11 per square foot per year, which rent is \$14,228.84 annually, payable at \$1,185.74 monthly.

4. Article 6, Payments, Section 6.2, Adjustment to the Ground Rent for the Demised Premises, is hereby deleted in its entirety and replaced with the following:

6.2 Adjustment to the Ground Rent for the Demised Premises

Commencing on October 1, 2024 and on every October 1 of each year of the term of this Agreement thereafter, the Ground Rent for the Demised Premises will increase by 3%. The rental rate following the adjustment shall remain in effect until the next adjustment.

5. Article 6, Payments, Section 6.3, Fuel Facilities, Subsection (A)(1) is hereby deleted in its entirety and replaced with the following:

- (1) Rent for the Fuel Facilities is comprised of Fuel Storage Facilities Rent and Improvements Payments Rent.

(a) Fuel Storage Facilities Rent

The annual rent for the Fuel Storage Facilities is \$394,042.82, payable at \$32,836.90 monthly ("Fuel Storage Facilities Rent").

(b) Improvements Payments Rent

Monthly payments of the following items, as set forth in certain agreements between the Fuel Committee and Authority, as more particularly described in Exhibit E, Fuel System Rates and Charges, which payments survive the termination of this Agreement (collectively, "Improvements Payments Rent"):

(i) Expansion of System – East Cargo Area to Emery, executed by Fuel Committee on behalf of Company and by Authority, dated July 2002, in the final amount of \$3,802,040 amortized over 30 years at 8% interest, payable in monthly payments of \$27,898.02, with a final payment date of June 2030; and

(ii) Expansion of System – East Cargo Area to Federal Express, executed by Fuel Committee on behalf of Company and by Authority, dated March 2003, in the final amount of \$613,155 amortized over 30 years at 8% interest, payable in monthly payments of \$4,499.11, with a final payment date of February 2033; and

(iii) Secondary Containment for Fuel Storage Tanks – Improvement costs set forth in that certain Memorandum of Understanding for Secondary Containment of Fuel Storage Tanks, executed by Fuel Committee on behalf of Company and by Authority, dated December 18, 2008, in the final amount of \$4,696,086.84 amortized over 20 years at 7.25% interest, payable in monthly payments of \$37,116.74, with a final payment date of December 2028; and

(iv) Amended Memorandum of Understanding for Bulk Fuel Storage Facility Upgrades – Improvement costs set forth in that certain Memorandum of Understanding for Fuel Facility Upgrades, executed by Fuel Committee on behalf of Company and by Authority, dated July 29, 2014, as amended, in the final amount of \$9,759,800 amortized over 20 years at 5% interest, payable in monthly payments of \$64,777.61, with a final payment date of December 2036; and

(v) Memorandum of Understanding for Emergency Fuel Shut Off System (EFSO) and Fuel Truck Upgrades, executed by Fuel Committee on behalf of Company and by Authority, dated August 27, 2020, in the final amount of \$565,283.11 amortized over 3 years at 4.625% interest, payable in monthly payments of \$16,847.03, with a final payment date of November 1, 2024; and

(vi) Memorandum of Understanding for EFSO and Fuel Truck Upgrades, executed by Fuel Committee on behalf of Company and by Authority, dated August 27, 2020, in the final amount of \$2,165,115.60 amortized over 20 years at 4.625% interest, payable in monthly payments of \$13,844.11, with a final payment date of January 2024; and

(vii) FY23 Fuel Farm Projects – Improvement costs set forth in that certain Memorandum of Understanding for FY23 Fuel Farm Projects (Group 1) executed by Fuel Committee on behalf of Company and by Authority dated November 1, 2022, in the final amount of \$1,486,733.00 amortized over 5 years at 3.40% interest, payable in monthly payments of \$26,979.74, with a final payment date of August 2029; and

(vii) FY23 Fuel Farm Projects – Improvement costs set forth in that certain Memorandum of Understanding for FY23 Fuel Farm Projects (Group 2) executed by Fuel Committee on behalf of Company and by Authority dated November 1, 2022, in the final amount of \$557,067.00 amortized over 3 years at 3.40% interest, payable in monthly payments of \$16,298.57, with a final payment date of August 2027; and

(ix) Fuel Farm Projects – Improvement costs set forth in that certain Memorandum of Understanding for FY24 Fuel Farm Projects executed by Authority and Fuel Committee on behalf of Company dated November 28, 2023. The Memorandum of Understanding for FY24 Fuel Farm Projects dated November 28, 2023 is hereby affirmed and ratified.

Plus

Any residual costs not covered by Passenger Facility Charges (“PFCs”) or Airport Improvement Program (“AIP”) Grants or any other federal, State, or local programs, depending on the project, will be charged back to Company and amortized over the expected life of the improvement at 8%.

6. Article 6, Payments, Section 6.5, Place of Payments, is hereby deleted in its entirety and replaced with the following:

6.5 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

5411 SkyCenter Dr.

Suite 500

Tampa, Florida 33607

7. Article 18, Indemnification, is hereby deleted in its entirety and replaced with the following:

ARTICLE 18

INDEMNIFICATION

- A. 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 successors and assigns, and each of the Authority's Board of Directors members, officers, officials, employees, agents, contractors, subcontractors, and volunteers (hereinafter individually and collectively referred to as "Indemnified Party" or "Indemnified Parties") from any and all liabilities, suits, claims, procedures, liens,

expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by Company's:

1. Presence on, use or occupancy of the Demised Premises;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any applicable laws in connection with the operation of the Demised Premises; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights in connection with the operation of the Demised Premises.

whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an Indemnified Party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of Authority or its members, officers, agents, employees, and volunteers.

- B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority and each Indemnified Party from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or reasonable attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from Company's:

1. Presence on, use or occupancy of the Demised Premises;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any applicable laws in connection with the operation of the Demised Premises; and/or

6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

whether it is caused in part by Authority or an Indemnified Party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This indemnity obligation expressly applies, and shall be construed to include any, and all claims caused in part by negligence, acts or omissions of Authority or its members, officers, agents, employees, and volunteers.

- C. 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 Authority and the Indemnified Parties 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 or any Company Party in the performance of this Agreement.
- D. 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 laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) coverage amount of Commercial General Liability Insurance required under this Agreement or (ii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, Company shall indemnify and hold harmless the State, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, the extent caused by the negligence, recklessness or intentional wrongful misconduct of Company and any Company Party in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.



- F. The 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 Authority or any Indemnified Party its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority or any Indemnified Party may have under the doctrine of sovereign immunity under applicable laws.
- H. The Authority and each Indemnified Party reserves the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any applicable laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

8. Article 19, Insurance, is hereby deleted in its entirety and replaced with the following:

## ARTICLE 19

### INSURANCE

#### 19.1 Insurance Terms and Conditions

Company must maintain (or caused to be maintained) the following limits and coverages uninterrupted or amended through the term of this Agreement. In the event Company becomes in default of the following requirements 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 Authority's governing body, and Authority's officers, volunteers, agents, and employees are included as additional insureds.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

19.2 Limits and Requirements

A. Workers’ Compensation/Employer’s Liability Insurance. The minimum limits of Workers’ Compensation/Employer’s Liability insurance are:

Part One:	“Statutory”
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

B. Commercial General Liability or Aviation/Airline Liability

The minimum limits of insurance covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of the Demised Premises by, or on behalf of, the Company in connection with this Agreement. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

Agreement Specific

General Aggregate	\$250,000,000
Each Occurrence	\$250,000,000
Personal and Advertising Injury	
Each Occurrence	\$250,000,000
Products and Completed Operations	
Aggregate	\$250,000,000

C. Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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Provided, however, that all vehicles operating upon the airport operations area (AOA) will be required to be insured for \$10,000,000.

D. Property Insurance for the Fuel Facilities

Authority will maintain such insurance at all times. Said policy will insure all improvements now or hereafter located on the Demised Premises in an amount equal to the Replacement Cost Value of such improvements. The Company agrees to reimburse the Authority for the amount of any deductible applicable to any loss covered by the Authority's Property Insurance and sustained against the improvements located on the Demised Premises. However, such obligation to reimburse Authority for deductibles under Authority's Property Insurance shall not exceed \$250,000.00 in any one loss or occurrence.

E. Environmental Insurance (Pollution)

Such insurance will be maintained by the Company or caused by the Company to be maintained by the Agent, on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Agreement. The Company will provide and maintain environmental coverage from the inception of the Agreement. If on an occurrence basis, the insurance must be maintained throughout the duration of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three (3) years of the end of this Agreement. If the Company is unable to produce a Policy acceptable to Authority, Authority may purchase and provide such coverage, with the premium to be paid by the Company on a monthly basis as part of the Company's rents and fees, with no responsibility for Authority as to the financial responsibility of the insurance company used or the coverages provided. The limits of coverage will be:

Each Occurrence	\$5,000,000
Policy Aggregate	\$10,000,000

F. Personal Property Insurance - Contents

The Company is responsible for insuring its own personal property, including any contents, improvements, or betterments. The Authority reserves the right to obtain copies of all insurance policies that may serve as a source of recovery for damages.

19.3 Waiver of Subrogation

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

19.4 Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on Authority website at [www.TampaAirport.com](http://www.TampaAirport.com) > Learn about TPA > Airport Business > Procurement > Supplier.

9. Article 44, Notices and Communication, is hereby deleted in its entirety and replaced with the following:

ARTICLE 44

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to the Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or two (2) business days after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO Authority:

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

TO Company:

Spirit Airlines, Inc.  
1731 Radiant Drive  
Danie Beach, FL 33004

Or

With a Copy to

(MAIL OR HAND DELIVERY)

Hillsborough County Aviation Authority  
Tampa International Airport  
5411 SkyCenter Dr.  
Suite 500  
Tampa, Florida 33607  
Attn: Chief Executive Officer

(MAIL OR HAND DELIVERY)

Same as above.

or to such other address as a Party may designate in writing by notice 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.

10. Exhibit E, Fuel System Rates and Charges, dated October 2019 is hereby deleted from the Agreement and replaced with Exhibit E, Fuel System Rates and Charges dated May 2024.
11. Exhibit E, Fuel System Rates and Charges, dated May 2024 is hereby deleted from the Agreement and replaced with Exhibit E, Fuel System Rates and Charges, dated October 2024.
12. Exhibit F, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, dated January 2019 is hereby deleted from the Agreement and replaced with Exhibit F, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, dated May 2024.
13. By its execution of this Amendment No. 2, Company affirms and ratifies the terms and conditions of Amendment No. 1 to the Agreement, dated September 2019, which is attached hereto and is hereby added to the Agreement as Exhibit G and incorporated into the Agreement by reference.
14. Except as stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, and this Amendment No. 2 represent the entire understanding between the Parties on the issues contained herein, either written or oral, and may be amended only by written instrument signed by both Parties.

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ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

\_\_\_\_\_  
Jane Castor, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Arthur F. Diehl III, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

LEGAL FORM APPROVED:

\_\_\_\_\_  
Print Name

DocuSigned by:  
By: D. Scott Knight  
David Scott Knight  
Assistant General Counsel

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or  
☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_, by Arthur F. Diehl III in the capacity of  
Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County  
Aviation Authority, an independent special district 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

\_\_\_\_\_  
Type or print name of Notary

\_\_\_\_\_  
Date of Commission Expiration (if not on stamp or seal)

SPIRIT AIRLINES, INC.

Signed in the presence of:

Tabitha Rybacki  
Witness  
Tabitha Rybacki  
Print Name  
Rosa M. Archeta  
Witness  
Rosa M. Archeta  
Print Name

By: [Signature]  
Title: VP & TREASURER  
Simon Gore  
Print Name  
1731 Radiant Drive  
Print Address  
Dania Beach, FL 33004

SPIRIT AIRLINES, INC.

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online  
notarization, this 27<sup>th</sup> day of March, 2025, by Simon Gore as  
(name of person)

VP & treasurer for Spirit Airlines, LLC.  
(type of authority) (name of party on behalf of whom instrument was executed)

[Signature]  
(Signature of Notary Public – State of Florida)

Carroll Oscar  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

Personally known to me  
(Type of Identification Produced)

