

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

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

AIR CANADA

_____, 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 AIR CANADA, a corporation organized and existing under the laws of the Country of Canada 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 > 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:

Air Canada
7373 Cote Vertu W.
Saint Laurent, Quebec
Canada H4S 1Z3

Or

With a Copy to

(MAIL OR HAND DELIVERY)

(MAIL OR HAND DELIVERY)

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

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.

(Remainder of Page Intentionally Left Blank)

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

By: _____
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)

AIR CANADA

By: [Signature]

Title: Sr. Dir., Strategic Procurement - Energy and Airside Services

Paul Whitty

Print Name
7373, boulevard de la Côte-Vertu Ouest, Saint-Laurent (Québec), H4Y 1H4, Canada

Print Address

Signed in the presence of:

[Signature]

Witness Dexin Liu

Print Name

[Signature]

Witness Diego Garcia Ortiz

Print Name

AIR CANADA

Province Quebec STATE OF Quebec

COUNTY OF -

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of February, 2026 by Nadia Palermo as (name of person)

Commissioner of Oaths for Air Canada (type of authority) (name of party on behalf of whom instrument was executed)

[Signature]
(Signature of Notary Public - State of Quebec Province)

Nadia Palermo
(Print, Type, or Stamp Commissioned Name of Notary Public)



Personally known to me OR Produced Identification

Personally known to me
(Type of Identification Produced)

Tampa International Airport
Use and Lease Agreement For Fuel Facilities and Pipeline
Exhibit E - Fuel System Rates and Charges
Effective 10/1/2024

Fuel System Rates and Charges
Prepared by the Hillsborough Aviation Authority

Assumptions:

Calculations do not include annual O&M or Operator Costs.

Rental adjustments due to system improvements or additions will be calculated based on actual project costs and will be implemented when the project is placed in service.

	Square Feet	Monthly	Annual
GROUND RENT (will increase by 3% on the anniversary of the Commencement Date each year during term of this Agreement)			
Unimproved Aeronautical Land at Fuel Storage Facility	226,076	\$15,107.78	\$181,293.31
Aeronautical Vehicular Pavement at Fuel Storage Facility	37,026	\$353.47	\$4,241.66
Pipeline Right of Way corridor	124,206	\$1,185.74	\$14,228.84
TOTAL GROUND RENT		\$16,646.98	\$199,763.81
FUEL FACILITIES RENT			
		\$32,836.90	\$394,042.82
EXTENSION OF FUEL SYSTEM FROM EAST CARGO AREA TO EMERY - JULY 2000 TO JUNE 2030			
<i>\$3,802,040 final cost amortized 30 years @ 8% (Dated July 2002)</i>			
<i>Billed effective July 2002</i>			
		\$27,898.02	\$334,776.24
EXTENSION OF FUEL SYSTEM FROM EAST CARGO AREA TO FED EX - MARCH 2003 TO FEBRUARY 2033			
<i>\$613,155 final cost amortized 30 years @ 8% (Dated March 2003)</i>			
<i>Billed effective March 2003</i>			
		\$4,499.11	\$53,989.32
MEMORANDUM OF UNDERSTANDING FOR SECONDARY CONTAINMENT OF FUEL STORAGE TANKS - JANUARY 2008 - DECEMBER 2028			
<i>\$4,800,00 final cost amortized 20 years @ 7.25% (Dated December 2008)</i>			
<i>Billed effective January 1, 2009</i>			
		\$37,116.74	\$445,400.88
MEMORANDUM OF UNDERSTANDING FOR FUEL FACILITY UPGRADES - JANUARY 2016 to DECEMBER 2036			
<i>\$9,759,800 final cost amortized 20 years @ 5.0% (Dated July 2014 as amended)</i>			
<i>Billed effective February 2017</i>			
		\$64,777.61	\$777,331.32
MEMORANDUM OF UNDERSTANDING FOR EFSO AND FUEL TRUCK RACK UPGRADES (EFSO PROJECT) - DECEMBER 2021 to DECEMBER 2024			
<i>\$565,283.11 final cost amortized 3 years @ 4.625% (Dated November 2021)</i>			
<i>Billed effective December 2021</i>			
		\$16,847.03	\$202,164.36
MEMORANDUM OF UNDERSTANDING FOR EFSO AND FUEL TRUCK RACK UPGRADES (TRUCK RACK PROJECT) - FEBRUARY 2022 to JANUARY 2042			
<i>\$2,165,115.60 final cost amortized 20 years @ 4.625% (Dated August 27, 2020)</i>			
<i>Billed effective February 2022</i>			
		\$13,844.11	\$166,129.32
MEMORANDUM OF UNDERSTANDING FOR FY23 FUEL FARM PROJECTS (GROUP 1) - AUGUST 2024 to AUGUST 2029			
<i>\$1,486,733.00 final cost amortized 5 years @ 3.40% (Dated November 2022)</i>			
<i>Billed effective August 2024</i>			
		\$26,979.74	\$323,756.88
MEMORANDUM OF UNDERSTANDING FOR FY23 FUEL FARM PROJECTS (GROUP 2) - AUGUST 2024 to AUGUST 2027			
<i>\$557,067.00 final cost amortized 3 years @ 3.40% (Dated November 2022)</i>			
<i>Billed effective August 2024</i>			
		\$16,298.57	\$195,582.81
GRAND TOTAL FUEL SYSTEM RATES AND CHARGES		\$257,744.81	\$3,092,937.76

STANDARD PROCEDURE Aviation Authority	Number: <u> S250.06 </u> Effective: <u> 05/31/02 </u> Revised: <u> 11/16/23 </u> Page: <u> 1 </u> of <u> 10 </u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. 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, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Enterprise Risk Management or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. 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 the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following

STANDARD PROCEDURE Aviation Authority	Number: <u>S250.06</u> Effective: <u>05/31/02</u> Revised: <u>11/16/23</u> Page: <u>2</u> of <u>10</u>
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	

the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Authority at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. 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

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or

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proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Authority may change the coverage and the minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Authority until at least two years after inception of the contract or two years after any change by the Authority in the coverages or minimum limits of insurance required in the contract unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

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If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Authority's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

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

The company and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's premises in connection with the contract, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The

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endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;

- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

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

If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The

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

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

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the 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 the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Enterprise Risk Management or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the company should not be permitted, the Authority may, upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.
4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the 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.

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5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under subparagraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company’s Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage, bodily injury, data theft), or an extortion threat related to the company will be promptly handled, addressed and resolved by the company.

The company will track all customer claims, issues, or complaints involving property damage, bodily injury, data theft, or an extortion threat and their status on a Claims Log

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available for review, as needed, by Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the contract.

L. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, to waive all rights against the Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

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“Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability.”

M. Company’s Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority pursuant to this Standard Procedure will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of the contract.

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b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

APPROVED: Joe Lopano

DATE: 11/16/23

EXHIBIT G - AMENDMENT NO. 1
SEPTEMBER 2019

AMENDMENT NO. 1 TO USE AND LEASE AGREEMENT
FOR FUEL FACILITIES AND PIPELINE

TAMPA INTERNATIONAL AIRPORT

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

AIRLINE

_____, 2019

Prepared by:

Real Estate Department
Attn.: Rebecca E. Waterman
Hillsborough County Aviation Authority
P. O. Box 22287
Tampa, FL 33622

EXHIBIT G - AMENDMENT NO. 1
SEPTEMBER 2019

AMENDMENT NO. 1 TO USE AND LEASE AGREEMENT
FOR FUEL FACILITIES AND PIPELINE
TAMPA INTERNATIONAL AIRPORT

This Amendment No. 1 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 AIRLINE., a _____ organized and existing under the laws of the State of _____ 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 _____, 2019.

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 on four occasions, entering into Memorandum of Understandings with Authority to repay Authority for the sums Authority financed in connection with said upgrades; and

WHEREAS, this Amendment No. 1 ("Amendment No. 1") amends the Agreement to extend the term of the Agreement for five years, updates the Demised Premises and payments therefore, 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 1, Definitions, Section 1.3, Fuel or Fueling Facilities, is hereby deleted in its entirety and replaced with the following:
 - 1.3 Fuel or Fueling Facilities – The bulk fuel storage facility on the Airport, consisting of above ground storage tanks; pumps, filters, valves, connecting piping, storage and shop

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buildings, control room, transmission lines, hydrant loop piping around each airside terminal, hydrant valves and controls, along with miscellaneous structures and equipment necessary for a fully functioning jet fuel storage facility and underground hydrant system, serving the ramps and aprons at each airside terminal and common or segregated air cargo facilities, as further depicted on Exhibit "B" – Map of Fuel Facilities System at the Airport, which is attached hereto and incorporated herein by reference, as may be modified throughout the term of this Agreement.

3. Article 3, Demised Premises and Operating Area, Section 3.1, Demised Premises, is hereby deleted in its entirety and replaced with the following:

3.1 Demised Premises

In addition to the Fuel Facilities described in Article 1, Paragraph 1.3, Company hereby agrees to lease in common with others from the Authority land containing approximately 226,076 square feet, more or less, underlying the Fuel Storage Facilities, the location of which is further described on Exhibit "B" attached hereto and incorporated herein by reference. The elements described in Paragraphs 1.3, 3.1, 3.2 and 3.3 shall be hereinafter collectively referred to as the "Demised Premises".

4. Article 3, Demised Premises and Operating Area, Section 3.2, Pipeline Right of Way, is hereby deleted in its entirety and replaced with the following:

3.2 Pipeline Right of Way

Authority hereby grants to Company the right to use in common with others a pipeline right of way, the location and description of which is designated on Exhibit "B" and Exhibit "C"- Pipeline Right of Way, attached hereto and incorporated herein by reference.

The Pipeline Right of Way is 124,206 square feet, and is calculated as a three foot corridor along the 41,402 linear feet of pipeline leading from the Fuel Storage Facilities to each end location as follows:

<u>Ending Location</u>	<u>Linear Feet from Fuel Storage Facilities</u>
Federal Express	9,860 linear feet
Airside A	8,667 linear feet
Airside C	10,952 linear feet
Airsides E and F	11,923 linear feet

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5. Article 3, Demised Premises and Operating Area, Section 3.4, Condition of Demised Premises, is hereby deleted in its entirety and replaced with the following:

The condition of the Demised Premises is described in the Evaluation of Jet A Fuel Systems Report prepared by URSGWC, dated February 1999; the TFC Fuel System Hydraulic Analysis Report Tampa International Airport Fuel Farm Renovations prepared by Prime Engineering Incorporated, dated September 2013; the API 570 Report Review & Recommendations, prepared by Currier Engineering Management Consulting, dated July 1, 2019; and in the collected Environmental Audit Reports of the Demised Premises, all of which are collectively referred to as "Assessment Reports" and listed in Exhibit "D" attached hereto and incorporated herein by reference.

6. Article 5, Term, is hereby deleted in its entirety and replaced with the following:

This Agreement shall become effective upon approval by the Authority and shall run for a term of twenty-five (25) years retroactive to October 1, 1999 and terminating on September 30, 2024.

7. 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 the 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, 2019 is \$174,376.40, payable at \$14,531.37 monthly ("Ground Rent for the Demised Premises"). The Ground Rent for Demised Premises is calculated as follows:

Unimproved land totaling 226,076 square feet at \$0.70 per square foot per year, which rent is \$158,253.20 annually, payable at \$13,187.77 monthly; and

Aeronautical vehicular pavement at Fuel Storage Facilities totaling 37,026 square feet at \$0.10 per square foot per year, which rent is \$3,702.60 annually, payable at \$308.55 monthly; and

Pipeline Right of Way corridor totaling 124,206 square feet at \$0.10 per square foot per year, which rent is \$12,420.60 annually, payable at \$1,035.05 monthly.

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8. Article 6, Payments, Section 6.2, Ground Rental Adjustment, 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, 2020 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 2.15%. The rental rate following the adjustment shall remain in effect until the next adjustment.

9. 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

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- (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;

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%.

10. Article 6, Payments, Section 6.5, Place of Payments, is hereby added to the Agreement:

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
4160 George J. Bean Parkway
Suite 2400, Administration Building
Tampa, Florida 33607

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

ARTICLE 19
INSURANCE

19.1 Insurance Terms and Conditions

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

19.2 Limits and Requirements

A. Workers' Compensation/Employer's Liability

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) 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

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement

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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 will be provided on a form no more restrictive than ISO Form CG 20 11 01 96 and CG 20 37 10 01. The Commercial General Liability coverage may be satisfied using an Aviation Liability policy.

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 will be no more restrictive than Form CA 00 01. 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:

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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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.

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

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19.4 Conditions of Acceptance

The insurance maintained by the Company throughout the term of this Agreement must conform at all times with Exhibit F, Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect at the time of this Agreement, as may be amended from time to time.

12. Article 20, Damage or Destruction, is hereby deleted in its entirety and replaced with the following:

ARTICLE 20
DAMAGE OR DESTRUCTION

20.1 Partial Damage

If any part of Demised Premises, or adjacent facilities directly and substantially affecting the use of Demised Premises, shall be partially damaged by fire or other casualty, without regard to fault, and said circumstances do not render Demised Premises untenable as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. No abatement of rentals shall accrue to Company so long as Demised Premises remain tenantable. Notwithstanding anything to the contrary, the Authority shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.2 Substantial Damage

If any part of Demised Premises, or adjacent facilities directly and substantially affecting the use of Demised Premises, shall be so extensively damaged by fire or other casualty as to render any portion of said Demised Premises untenable but capable of being repaired, as reasonably determined by Authority, the same shall be repaired to usable condition with due diligence by Authority as hereinafter provided. Without limiting the rights of the Authority pursuant to 20.4 herein, if such repairs have not been commenced by Authority within 90 days of such damage, Company shall have the option to terminate its agreement related to those facilities so damaged. In such case, the rentals payable hereunder with respect to the affected Demised Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenable bears to total Demised Premises until such time as such affected Demised Premises shall be restored adequately for Company's use. Notwithstanding anything to the contrary, the Authority shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.3 Destruction

- A. If any part of Demised Premises, or adjacent facilities directly and substantially affecting the use of Demised Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Demised Premises not economically feasible to repair, as reasonably determined by Authority, Authority shall notify Company within a period of forty-five (45) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, Authority shall be under no obligation to replace or reconstruct such premises. The rentals payable hereunder with respect to affected Demised Premises shall be paid up to the time of such damage and thereafter shall abate until such time as replacement or reconstructed space becomes available for use by Company.
- B. In the event Authority elects to reconstruct or replace affected Demised Premises, Authority shall use its best efforts to provide Company with alternate facilities reasonably acceptable to Company to continue its operation while reconstruction or replacement is being completed at a rental rate not to exceed that provided for in this Agreement for comparable space.
- C. In the event Authority elects to not reconstruct or replace affected Demised Premises, the agreement for the affected premises shall be terminated and Authority shall meet and consult with Company on ways and means to provide Company with adequate replacement space for affected Demised Premises. In such event, Authority agrees to amend this Agreement to reflect related additions and deletions to Demised Premises.
- D. Notwithstanding anything to the contrary, the Authority shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.4 Damage Caused by Company

In the event that due to the negligence or willful act or omission of Company, its employees, its agents, or licensees, the Demised Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rents during the repair or replacement

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of said Demised Premises. Notwithstanding anything to the contrary, the Company shall be responsible for any costs of repairs that exceed the amount of any insurance proceeds payable to Authority by reason of any such damage or destruction.

20.5 Authority's Responsibilities

Authority's obligations to repair, reconstruct, or replace affected premises under the provisions of this Article shall in any event be limited to restoring affected Demised Premises to substantially the same condition that existed at the date of damage or destruction, provided that Authority shall in no way be responsible for the restoration or replacement of any equipment, furnishings, property, real improvements, signs, or other items owned by Company.

13. Article 26, Americans with Disabilities Act, is hereby deleted in its entirety and replaced with the following:

ARTICLE 26

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.

14. Article 28, Nondiscrimination, is hereby deleted in its entirety and replaced with the following:

ARTICLE 28

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.

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28.1 Civil Rights – General – 49 USC § 47123

A. Compliance:

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 benefitting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

B. Duration:

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

28.2 Civil Rights – Title VI Assurances

A. Compliance with Non-Discrimination Requirements:

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

1. Compliance with Regulations: Company will comply with the Title VI List of Pertinent Non-Discrimination Statutes 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. Non-Discrimination: Company, with regard to the work performed by it during this 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 Acts and the Regulations, including but not limited to those listed at Section 28.2(B) below, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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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 Acts and the Regulations relative to non-discrimination 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 Acts, Regulations, and directives. 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 Non-compliance: In the event of Company's non-compliance with the non-discrimination 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, cancelling, terminating, or suspending this Agreement, in whole or in part.
6. Incorporation of Provisions: Company will include the provisions of paragraphs one through five of this Article 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 non-compliance. 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,

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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 Non-Discrimination 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:

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);

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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 FAA's Non-Discrimination 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 (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
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).

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

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

15. Article 42, Attorneys' Fees and Costs, is hereby deleted in its entirety and replaced with the following:

ARTICLE 42

Reserved.

16. Article 44, Payments Notices and Communications, 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 Companies 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

Or

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

TO Company:

With a Copy to

(MAIL OR HAND DELIVERY)

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.

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17. Article 46, Exclusive Rights, is hereby deleted in its entirety and replaced with the following:

ARTICLE 46
NON-EXCLUSIVE RIGHTS

This Agreement will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC §40103(e) or 49 USC §47107(a), as may be amended from time to time, and related regulations.

18. Article 50, Authority Approvals, is hereby added:

ARTICLE 50
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 Authority's Chief Executive Officer or designee is hereby empowered to act on behalf of Authority.

19. The attached Reports are hereby added to Exhibit "D":

1. API 570 Report Review & Recommendations, prepared by Currier Engineering Management Consulting, dated July 1, 2019; and
2. TFC Fuel System Hydraulic Analysis Tampa International Airport Fuel Farm Renovations, prepared by Prime Engineering Incorporated, dated September 27, 2013.

The Parties hereby acknowledge and agree that no contamination is disclosed by and no environmental remediation is recommended or required by either of the foregoing reports hereby added to Exhibit "D".

20. Exhibit "E" is hereby deleted in its entirety and replaced with the attached Exhibit "E".
21. Exhibit "F", Standard Procedure S250.06, Contractual Insurance Terms and Conditions, is hereby added to this Agreement.
22. Except as stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 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

Lesley "Les" Miller, Jr., Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Robert I. Watkins, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
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 this ____ day of _____, 2019, by Robert I. Watkins in the capacity of Chairman, and by Lesley "Les" Miller, Jr. 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

Type or print name of Notary

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

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AIRLINE

Signed in the presence of:

By: _____

Title: _____

Witness

Print Name

Print Name

Print Address

Witness

Print Name

AIRLINE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____ in the capacity of _____, at **AIRLINE**, a _____
corporation, on its behalf. He is (personally known to me / not personally known to me) and has produced
the following document of identification _____.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

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

AIRLINE

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Tampa International Airport
Use and Lease Agreement For Fuel Facilities and Pipeline
Exhibit E - Fees and Charges for the Fuel Facilities
Effective 10/1/2019

Assumptions:

Calculations do not consider availability of PFC funds.

Calculations do not include annual O&M or Operator Costs.

Rental adjustments due to system improvements or additions will be calculated based on actual project costs and will be implemented when the project is placed in service.

	Square Feet	Monthly	Annual
GROUND RENT FOR DEMISED PREMISES (will increase by 2.15% on October 1, 2020 and each October 1 thereafter during term of this Agreement)			
Unimproved Land at Fuel Storage Facilities @ \$0.70 per square foot	226,076	\$13,187.77	\$158,253.20
Aeronautical Vehicular Pavement at Fuel Storage Facilities @ \$.10 per square foot	37,026	\$308.55	\$3,702.60
Pipeline Right of Way corridor @ \$.10 per square foot	124,206	\$1,035.05	\$12,420.60
TOTAL GROUND RENT FOR DEMISED PREMISES		\$14,531.37	\$174,376.40
FUEL STORAGE FACILITIES RENT			
		\$32,836.90	\$394,042.82
EXPANSION OF SYSTEM - EAST CARGO AREA TO EMERY - JULY 2002 TO JUNE 2030			
\$3,802,040 final cost amortized 30 years @ 8% (Dated July 2002)		\$27,898.02	\$334,776.24
Billed effective July 2002			
EXPANSION OF SYSTEM - EAST CARGO AREA TO FEDERAL EXPRESS - MARCH 2003 TO FEBRUARY 2033			
\$613,155 final cost amortized 30 years @ 8% (Dated March 2003)		\$4,499.11	\$53,989.32
Billed effective March 2003			
SECONDARY CONTAINMENT FOR FUEL STORAGE TANKS - IMPROVEMENT COSTS SET FORTH IN MEMORANDUM OF UNDERSTANDING FOR SECONDARY CONTAINMENT OF FUEL STORAGE TANKS - DECEMBER 2008 TO DECEMBER 2028			
\$4,696,086.84 final cost amortized 20 years @ 7.25% (Dated December 2008)		\$37,116.74	\$445,400.88
Billed effective January 1, 2009			
AMENDED MEMORANDUM OF UNDERSTANDING FOR BULK FUEL STORAGE FACILITY UPGRADES - JULY 2014 TO DECEMBER 2036			
\$9,759,800 final cost amortized 20 years @ 5.0% (Dated July 2014 as amended)		\$64,777.61	\$777,331.32
Billed effective February 2017			
TOTAL OF IMPROVEMENTS PAYMENTS RENT		\$134,291.48	\$1,611,497.76
GRAND TOTAL FUEL SYSTEM RATES AND CHARGES		\$181,659.75	\$2,179,916.98

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages 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 may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. 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 the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement

providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) prior to the cancellation of the 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:

The Authority accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such

EXHIBIT F – S250.06 Contractual Insurance Terms and Conditions

compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

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

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of EXHIBIT F – S250.06 Contractual Insurance Terms and Conditions

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insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

- a. Indicate that, to the extent required by the contract:
 - i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and
 - ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the certificate holder as:

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

G. Deductibles / Self Insurance:

1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.
3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Director of Risk and Insurance. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.
4. Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the 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.

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

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

K. Company’s Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

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a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority.

APPROVED: Joe Lopano

DATE: 01/16/19