



HILLSBOROUGH COUNTY

AVIATION AUTHORITY

Lease and Concession Contract for Registered Traveler Service

Parties And Addresses:

Authority: Hillsborough County Aviation Authority
Post Office Box 22287
Tampa, Florida 33622
Telephone: 813-870-8700
Fax: 813-875-6670

Concessionaire: Alclear, LLC
85 Tenth Avenue, 9th Floor
New York, NY 10011

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LEASE AND CONCESSION CONTRACT

This Lease and Concession Contract for Registered Traveler Service at Tampa International Airport (Contract) is made and entered into this day of between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Alclear, LLC, a company authorized to do business in the State of Florida (Concessionaire), (hereinafter referred to collectively as the Parties or individually as a Party).

For and in consideration of the mutual covenants hereof and other consideration as set forth below, the Parties do hereby agree as follows:

ARTICLE I. DEFINITIONS

SECTION I.1 DEFINITIONS

The following terms shall have the meanings set forth below:

1. **After Action Review (AAR):** A systematic process for identifying the root causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely “putting out fires” for software errors that develop but instead requires finding a way to prevent such software errors from occurring again.
2. **Airport:** Tampa International Airport located at 4100 George J. Bean Parkway, Tampa, Florida.
3. **Airport Terminals:** Airside A, Airside C, Airside D, Airside E, and Airside F, supporting passenger airline operations which are connected to the Main Terminal and through which passenger aircraft are loaded or unloaded.
4. **Approved Project:** As it applies to any portion of the Premises, Concessionaire’s construction, furnishing, fixturing, and remodeling of such portions of the Premises as reviewed and approved by Authority in accordance with the Authority Tenant Work Permit Handbook.
5. **Artificial Intelligence (AI):** Any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.
6. **Authority Data:** All data, including any drawings, specifications, reports, Authority Confidential Information, and any other information provided by Authority to Concessionaire, otherwise received by Concessionaire, or generated by Authority or

Concessionaire for purposes relating to this Contract, including related metadata. For the avoidance of doubt, data collected by Concessionaire in connection with enrollment, renewal and/or provision of the RT Program and other services from individuals is not Authority Data.

7. **Authority Fiscal Year:** The twelve-month period beginning October 1st of a calendar year through September 30th of the following calendar year.
8. **Biometric:** The measurable physiological characteristics that are unique to an individual, such as but not limited to, a fingerprint or iris scan.
9. **Board:** The Hillsborough County Aviation Authority Board of Directors.
10. **Capital Investment:** Those dollars spent by Concessionaire in the actual construction, remodeling, furnishing, fixturing, and equipping of any portion of the Premises, including reasonable architectural and engineering fees relating thereto, in connection with an Approved Project for such portion of the Premises. Capital Investment includes:
 - A. **Leasehold Improvements:** All improvements and equipment that are structural in nature or are affixed to the Premises and that cannot be removed without material damage to the Premises including, but not limited to, mechanical, electrical and plumbing work, floors, ceilings, demising walls, store fronts, lighting fixtures, and built-in shelving.
 - B. **Trade Fixtures:** All furniture, fixtures and major equipment installed by Concessionaire within the Premises for use in its performance of the Concession which may be removed from the Premises without causing material damage to the Premises.
11. **Catchment Area:** Those areas within seventy-five (75) miles in any direction from the nearest geographical boundary of the Airport.
12. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
13. **Common Areas:** Those areas of the Airport Terminals that are not leased, licensed, or otherwise designated, or made available by Authority for exclusive or preferential use by a specific party or parties.
14. **Concession:** The right to operate a business that sells services related to the enrollment and renewal of the RT Program.
15. **Concession Location(s):** The locations, individually or collectively, within the Premises which are intended for the sale of Concessionaire's Services.

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- 16. Concession Manager:** Concessionaire's representative responsible for the day-to-day management and operation of the Concession who will at all times be an authorized official to represent and act on behalf of Concessionaire with regard to this Contract.
- 17. Concessionaire's Operating Obligations:** The various maintenance, repair, and operating duties hereunder to be performed by Concessionaire, at its own cost and expense, in the performance of the Concession. The performance of the obligations by the Concessionaire, or payment to a third party for the performance of these obligations, are not rental payments or other considerations for the right to occupy real property but are acknowledgements by the Concessionaire of its obligation to maintain, repair, and otherwise keep the Premises in First Class condition.
- 18. Concessions Design Criteria Manual:** The compilation of Authority design and construction standards governing all aspects of the Concessionaire's design and construction of the Premises, which is incorporated herein by reference. Authority reserves the right to amend the Concessions Design Criteria Manual during the Term. Any amendment will be binding on Concessionaire without need for amendment of this Contract, provided that the amendment of the Concessions Design Criteria Manual does not conflict with the other terms and conditions of this Contract.
- 19. Concessions Handbook:** The compilation of Authority standards, procedures, requirements, directives, and rules and regulations governing the operations of concessionaires and actions of their employees, representatives, agents, contractors, and vendors, which is incorporated herein by reference. Authority reserves the right to amend the Concessions Handbook during the Term. Any amendment of the Concessions Handbook will be binding on Concessionaire without need for amendment of this Contract, provided that the amendment of the Concessions Handbook does not conflict with other terms and conditions of this Contract.
- 20. Concessions Services:** Those certain Concessionaire's Operating Obligations and other maintenance and repair performed by Authority on behalf of and for the benefit of Concessionaire as further described in this Contract.
- 21. Concessions Services Fee Rate:** Amounts paid to Authority by Concessionaire as payment for Concessions Services as further described in this Contract.
- 22. Confidential Information:** Includes all scientific, technical, financial, business and other information, all manufacturing, marketing, sales and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings that would otherwise be a trade secret.

23. Contract: This Contract, including all exhibits, schedules, subsequent amendments and attachments thereto.

24. Contract Dates:

A. Commencement Date: The date on which Concessionaire will begin providing Services.

B. Effective Date: The date of full execution of this Contract by the Parties.

25. Contract Year: With respect to the first Contract Year, the period commencing on October 1, 2026 and continuing through December 31, 2027; (b) With respect to subsequent Contract Years, each consecutive twelve-month period thereafter.

26. CRDC: Central Receiving and Distribution Center.

27. Data Breach: Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

28. Days: Unless otherwise stated, means calendar days.

29. Designated Queue Line(s): A queue to the TSA checkpoint lane with Biometric verification equipment used exclusively for RT Participants or as otherwise set forth in the Airport security program, as may be amended from time to time.

30. Director of Concessions: The Authority employee designated by the Authority Chief Executive Officer to manage and oversee this Contract.

31. Enhancement: Any modification or addition that, when made or added to software, materially changes the software's utility, efficiency, functional capacity, or application, but that does not constitute solely an error correction. Enhancements may be designated by Concessionaire as minor or major, depending on Concessionaire's assessment of their value and of the function added to the software.

32. FAA: The Federal Aviation Administration or any successor thereto.

33. First Class: A manner of operation of the Concession, a standard of quality of materials and construction, or a standard of quality of Services, comparable to those of similar high-quality airport and non-airport service establishments.

34. Gross Receipts: The total amount of monies paid to or earned by Concessionaire at or from the Premises in its performance of the Concession in accordance with Section VI.1

of this Agreement.

- 35. Information Technology (IT) Infrastructure:** Hardware, software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.
- 36. Main Terminal:** The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airport Terminals; Levels 4 through 9 - six (6) short term parking levels; and Levels 1 through 8 – eight (8) long term parking levels.
- 37. Malware:** Any type of software that is designed to harm, impact, or access software or any other Authority systems.
- 38. Minimum Annual Privilege Fee (MAPF):** The minimum amount payable by Concessionaire to Authority each Contract Year for the Privilege Fee as further described in this Contract.
- 39. Notice to Proceed:** As it applies to any portion of the Premises, the written notice from Authority to Concessionaire delivering possession of such portion of the Premises to Concessionaire to commence the initial Approved Project for such portion of the Premises, which establishes the shell space turnover date and Required Completion Date for such portion of the Premises.
- 40. Percentage Fee:** The annual fee paid by Concessionaire to Authority each Contract Year of this Contract, based on annual Gross Receipts for the rights and privileges granted in this Contract.
- 41. Personally Identifiable Information (PII):** Personal data or information that relates to a specific, identifiable, individual person, including Authority personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) CJIS; (d) protected health information; (e) Biometric information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.
- 42. Personnel:** Individuals who are directly employed or contracted by Concessionaire to perform the Services at the Airport.
- 43. Premises:** Specific areas of the Airport Terminals, or elsewhere at the Airport, that are leased to Concessionaire to occupy and use for the purposes set forth in this Contract.
- 44. Premises Rent:** The annual amount payable by Concessionaire to Authority for the use

and occupancy of the Concession Location(s) and Support Spaces, as further described in this Contract.

- 45. Premises Rent Rate:** The fair market rental rate per square foot for the Concession Location(s), as further described in this Contract.
- 46. Privilege Fee:** The annual fee paid by Concessionaire to Authority as consideration for the privilege of concession rights at the Airport comprised of the MAPF and Percentage Fee.
- 47. Registered Traveler (RT) Applicant(s):** An individual(s) who has voluntarily supplied biographic and Biometric data to Concessionaire with the intent of joining the RT Program.
- 48. Registered Traveler (RT) Entry Point(s):** The point(s) through which RT Participants access the TSA screening process.
- 49. Registered Traveler (RT) Participant(s):** An individual(s) who has completed biographic and Biometric enrollment in the Concessionaire's RT Program.
- 50. Registered Traveler (RT) Program:** Concessionaire's program conducted at the Airport with RT Entry Points that may be accessed only by RT Participants who are verified with a Biometric comparison utilizing Concessionaire's Biometric verification technology.
- 51. Required Completion Date:** The date set forth in a Notice to Proceed by which Concessionaire must achieve completion of an Approved Project, except as such date may be extended in accordance with the provisions of this Contract.
- 52. Services:** The Services as detailed in Exhibit A, Scope of Services.
- 53. Support Space(s):** The non-selling locations, individually or collectively, within the Premises which are intended for the support of Concessionaire's operation of the Concession including, but not limited to, offices, commissary, and storage spaces.
- 54. Support Space Rent Rate:** The fair market rental rate per square foot for the Support Space(s), as further described in this Contract.
- 55. Tenant Work Permit Handbook:** The compilation of Authority standards, procedures, requirements, and rules and regulations governing Concessionaire's construction activities at the Airport which is incorporated herein by reference. Authority reserves the right to amend the Tenant Work Permit Handbook during the Term. Any such amendment to the Tenant Work Permit Handbook will be binding on Concessionaire without need for amendment of this Contract, provided that such amendment of the Tenant Work Permit Handbook does not conflict with the other terms and conditions of this Contract.

56. Trust Services Criteria: Criteria that helps verify that systems meet security, availability, confidentiality, processing integrity, and privacy requirements, thereby supporting trust and reliability.

57. TSA: The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

58. TSA PreCheck: A trusted traveler program administered by TSA that allows eligible passengers to experience expedited airport security screening at dedicated security checkpoint lanes after an enrollment that includes an application, payment of a fee, and background screening process.

59. Upgrades: New version of software that generally adds features, new functionality, new certifications, and/or that generally increases capacity of the software to process information. Upgrades include, but are not limited to, releases, which may include both error corrections and Enhancements.

60. Utilities Rate: A monthly amount paid by Concessionaire to Authority representing Concessionaire's share of operating costs for utilities.

SECTION I.2 CONTRACT

Exhibits

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract:

1. Exhibit A, Scope of Services
2. Exhibit B, Premises Description
3. Exhibit C, Permitted Uses
4. Exhibit D, Statement of Gross Receipts
5. Exhibit E, Development Schedule
6. Exhibit F, Form of Guaranty of Contract
7. Exhibit G, Scrutinized Company Certification
8. Exhibit H, Affidavit of Compliance with Anti-Human Trafficking Laws

ARTICLE II. SUMMARY OF CONTRACT PROVISIONS

The following table is a statement of key provisions of this Contract (hereinafter referred to as Summary of Contract Provisions).

Summary of Contract Provisions			
Authority Address:	Hillsborough County Aviation Authority Post Office Box 22287 Tampa, FL 33622 Attn: Airport Concessions Department Telephone: 813-870-8700 Fax: 813-875-6670 <u>Address for courier delivery:</u> Hillsborough County Aviation Authority SkyCenter One 5411 SkyCenter Drive, Suite 500 Tampa, FL 33607-1470		
Concessionaire Address:	Alclear, LLC 85 Tenth Avenue, 9th Floor New York, NY 10011		
Guarantor:	N/A		
Concession Locations:	See Exhibit B		
	Space	Area	Trade Name
	A	TBD	CLEAR
	C	TBD	CLEAR
	E	TBD	CLEAR
	F	TBD	CLEAR
	Main	TBD	CLEAR
	D (future)	TBD	CLEAR
Effective Date:	The date of full execution of this Contract by the Parties.		
Commencement Date:	October 1, 2026		
Initial Term Expiration Date:	December 31, 2031		
Renewal Option Year 1 Termination Date:	December 31, 2032		

Renewal Option Year 2 Termination Date:	December 31, 2033
Initial Premises Rent Rate:	Published FY27 per square foot rates for the Main Terminal and Airport Terminals.
Initial Support Space Rent Rate	Published FY27 per square foot rates for the Main Terminal and Airport Terminals.
Contract Year 1 MAPF:	\$3,000,000
Percentage Fee Rate:	12.5% of Gross Receipts
Concessions Services:	Maintenance and repair services performed by Authority, on behalf of and for the benefit of the Concessionaire to include: • Pest control • Trash, waste, and other refuse disposal • Operation of the Concession CRDC for distribution and delivery services
Concessions Services Fee Rate:	• \$1,000 per month
Utilities:	Electric
Utilities Rate:	\$0.10kwh *Premises square footage per month to be adjusted annually based on previous Contract Year average kwh rate.

SECTION II.1 MODIFICATIONS TO SUMMARY OF CONTRACT PROVISIONS

The Parties acknowledge and agree that certain provisions stated in the Summary of Contract Provisions are, as of the Effective Date, unknown or estimates. The Parties further acknowledge and agree that other provisions stated in the Summary of Contract Provisions are subject to change throughout the Term in accordance with the provisions of this Contract. The Parties therefore agree to modify the Summary of Contract Provisions by letter executed by the Director of Concessions, without need for formal amendment to this Contract.

ARTICLE III. SCOPE OF SERVICES

Concessionaire agrees to provide the Services as set forth in Exhibit A, Scope of Services.

SECTION III.1 AUTHORITY CONTACT PERSON

Authority's Director of Concessions or designee who will be responsible for notifying Concessionaire regarding required Services and will be Concessionaire's primary contact for all Services under this Contract.

SECTION III.2 CONCESSION MANAGER

The Concession Manager will be responsible for ensuring that all Services are provided as outlined in this Contract and will be Concessionaire's primary contact for all Services under this Contract.

Concessionaire must not remove such Concession Manager from providing the Services contemplated by this Contract; provided, however, that the removal of such Concession Manager due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Concession Manager being replaced. Concessionaire will not make any changes to the Concession Manager until written notice is made to and approved by Authority's Director of Concessions or designee.

ARTICLE IV. PREMISES

SECTION IV.1 PREMISES DESCRIPTION

Authority hereby leases to Concessionaire and Concessionaire hereby agrees to lease from Authority the Premises within the Main Terminal and Airport Terminals consisting of the Concession Location(s) and Support Space(s) as listed and depicted in Exhibit B, Premises Description, including any improvements to be made or modifications to be made thereto. No other part of the Airport Terminals, Main Terminal, or the Airport shall be part of the Premises.

SECTION IV.2 ADDITIONS TO AND DELETIONS FROM THE PREMISES

Authority and Concessionaire may, during the Term and by mutual agreement, add additional space(s) or delete space(s) from the Premises. All space(s) added to the Premises shall be subject to all the terms, conditions, and other provisions of this Contract and Concessionaire shall pay to Authority all rents, fees, and charges applicable to the additional space(s) in accordance with this Contract. In the case of deletions of space(s) from the Premises, rents, fees, and charges paid to Authority by Concessionaire shall be appropriately adjusted. The Parties agree to modify the Summary of Contract Provisions, Exhibit B, and Exhibit C, Permitted Uses, as necessary, to incorporate space additions to and deletions from the Premises by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment of this Contract.

SECTION IV.3 RECLAIMING OF PREMISES FOR AIRPORT PURPOSES

Authority reserves the right to reclaim the Premises when, in the sole discretion of Authority, such reclaiming is necessary for the development or operations of the Airport or is in the best interest of Authority. Authority will make a reasonable effort to identify other location(s) within

the Main Terminal and Airport Terminals containing substantially the same area, visibility and exposure to passenger traffic as the portion(s) of the Premises being reclaimed (such other location(s), if any, hereinafter referred to as the Replacement Premises).

Authority shall exercise such right to reclaim by giving Concessionaire not less than 90 Days prior written Notice of Intent to Reclaim Premises specifying the effective date of the reclaiming and identifying Replacement Premises, if any. Concessionaire shall, by written notice given to Authority no later than 30 Days after receipt of Notice of Intent to Reclaim Premises, notify Authority of its acceptance of the Replacement Premises, if any, whereupon, as of the effective date provided in the Authority Notice of Intent to Reclaim Premises:

1. All of the terms, covenants, conditions and provisions of this Contract shall continue in full force and effect and apply to the Replacement Premises;
2. Concessionaire shall move from the Premises, or portion(s) thereof being reclaimed by Authority, into the Replacement Premises on or before the effective date stated in the Authority Notice of Intent to Reclaim Premises and shall vacate and surrender possession of the Premises or portion(s) thereof being reclaimed by Authority; and
3. Subject to the other provisions of this Contract, Concessionaire shall be deemed to have accepted possession of the Replacement Premises in their "as is" condition as of the effective date stated in the Authority Notice of Intent to Reclaim Premises.

Concessionaire shall not be compensated, and Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business as a result of moving to Replacement Premises.

If no Replacement Premises are available, as determined solely by Authority, or if Concessionaire fails to respond to the Authority Notice of Intent to Reclaim Premises within 30 Days after receipt of such notice or otherwise rejects the Replacement Premises, or if Authority deems the use(s) or concept(s) are not appropriate at the Replacement Premises, then the provisions of this Contract relating to the Premises or portion(s) thereof being reclaimed will terminate on the effective date provided in the Notice of Intent to Reclaim Premises and provisions of this Contract related to termination shall apply.

The Parties agree to modify, within ten (10) Days of the effective date stated in the Notice of Intent to Reclaim Premises, the Summary of Contract Provisions, Exhibit B, and Exhibit C, as necessary, to delete the portion(s) of the Premises being vacated and incorporate the Replacement Premises, if any. These modifications will be confirmed by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment of this Contract.

SECTION IV.4 MINOR MODIFICATIONS TO PREMISES

Authority shall have the right to make minor modifications to any portion of the Premises at the sole discretion of Authority to accommodate Airport operations, security renovations, maintenance, or other work to be completed in the Airport Terminals. Minor modifications are subject to all provisions herein.

SECTION IV.5 INGRESS AND EGRESS

Concessionaire will have the right of ingress to and egress from the Airport and the Premises for Concessionaire's officers, authorized officials, Personnel, employees, agents, and invitees, including customers, suppliers of materials, and furnishers of services, equipment, vehicles, machinery and other property. Rights of ingress and egress will be subject to FAA and TSA Regulations, as amended, applicable laws, and Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives.

SECTION IV.6 PREMISES ACCEPTANCE AS IS

Concessionaire accepts the Premises in their present condition, as is and with all faults. Authority shall not be obligated to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including any utilities or telephone/data service) on or to the Premises during the Term other than as explicitly stated in this Contract.

SECTION IV.7 NO WARRANTY OF ECONOMIC VIABILITY

Authority makes no warranty, promises or representations as to the economic viability of the Premises or Concessionaire's business concept(s) or any other matter pertinent to the potential or likelihood for success or failure of Concessionaire business operations.

ARTICLE V. TERM

SECTION V.1 EFFECTIVE DATE

This Contract shall be effective and binding upon the Parties as of the Effective Date. This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

SECTION V.2 TERM

This Contract will begin on October 1, 2026 and continue through December 31, 2031 (Initial Term), unless terminated earlier as provided herein or extended as provided in the Subsection entitled Renewal Option (such Initial Term, plus any Renewal Term, referred to as Term).

SECTION V.3 RENEWAL OPTION

If Concessionaire is not in default of any terms of this Contract and if Concessionaire has performed all the terms, covenants, and conditions herein contained, this Contract may be renewed at the terms and conditions stated hereunder for two, one-year periods subsequent to the end of the Initial Term (each additional term referred to as Renewal Term) upon written approval by the CEO. Such renewal will be effective by letter without formal amendment to this

Contract. If all such Renewal Terms are approved by the Authority, this Contract will have a final termination date of December 31, 2033.

SECTION V.4 COMMENCEMENT OF FEES AND CHARGES

All fees and charges hereunder shall commence on the Commencement Date and will continue for the Term of this Contract.

SECTION V.5 COMMENCEMENT OF OPERATIONS

Concessionaire shall use commercially reasonable efforts to commence operations no later than January 1, 2027. In the event Services do not start by January 1, 2027, a \$1,000 per Day fee will be assessed until such time that Services are available to Airport customers. No fees shall be assessed if Concessionaire failure to commence operations is caused by circumstances beyond Concessionaire's reasonable control provided all commercially reasonable efforts have been taken by Concessionaire. Such circumstances may include, but are not limited to, governmental permitting delays or delays caused by Authority or its contractors.

SECTION V.6 COMMENCEMENT OF PREMISES RENT

The Premises Rent due under this Contract shall commence on the Commencement Date and continue throughout the Term of this Contract, unless this Contract is terminated earlier as provided herein.

SECTION V.7 EARLY TERMINATION

Authority may terminate this Contract, without cause, by giving thirty (30) Days written notice to Concessionaire. Authority does not guarantee work or Services or any amount of work or Services to Concessionaire during the Term of this Contract.

SECTION V.8 EXTENSION

Upon the expiration of the Term of this Contract, at the Authority's sole discretion, this Contract may be extended for a maximum of six (6) months. Such extensions will be effective by the issuance of a written letter to the Concessionaire by the Vice President of Procurement. Any such extension will be pursuant to the same terms and conditions in effect at the time of such extension.

SECTION V.9 HOLDOVER

If Concessionaire continues to occupy the Premises after the expiration of the Term, unless otherwise agreed to in writing, such occupancy will constitute and be construed as a tenancy at sufferance on the same terms and conditions as contained in this Contract then in effect; provided, however, that all rents payable for each one (1) month holding over period will equal two hundred percent (200%) of the total monthly rents then in effect; provided, however, that if holdover occurs with the express written approval of the Authority, rent payable shall remain at then-current rates and shall not be subject to any additional payments or conditions. Said holding over period and rents will continue until either Party gives the other Party thirty (30) Days prior

written notice of termination.

SECTION V.10 RIGHTS AND OBLIGATIONS UPON EXPIRATION OR TERMINATION

Concessionaire shall, upon termination of this Contract, with or without cause, surrender the Premises to Authority peaceably, quietly and in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Authority, reasonable use and wear thereof and damage by casualty, which damage Concessionaire did not cause and is not required to repair or restore, excepted. Concessionaire shall remove all signage and provide temporary walls to seal all openings of the Premises that meet the guidelines outlined in the Tenant Work Permit Handbook. Concessionaire shall also provide to Authority any and all keys to doors, window displays or any area of controlled access within the footprint of the Premises. Authority shall be entitled to exercise the non-judicial remedy of locking Concessionaire out of the Premises as a means of enforcing the Authority right of possession, regardless of whether Concessionaire is delinquent in rental payments, including without limitation the de-activation of Concessionaire's security badges or credentials. This right of de-activation shall not, and legally cannot, limit or otherwise affect Authority governmental police powers to de-activate security credentials for security or other governmental reasons.

Upon expiration or termination of this Contract, subject to the Authority Lien described below, all furniture, fixtures and equipment installed by Concessionaire will become the property of the Authority. Authority may direct Concessionaire to remove and dispose of furniture, fixtures and equipment installed by Concessionaire and Concessionaire proprietary property, inventory and other personal property at Concessionaire's sole expense. Concessionaire will remove and dispose of such furniture, fixtures and equipment and leave the Premises in broom clean condition. Any damage to the Premises caused by Concessionaire's removal of such furniture, fixtures, equipment or property shall be immediately repaired by Concessionaire at Concessionaire's expense and to the satisfaction of Authority. Notwithstanding the foregoing, if Concessionaire fails to remove such furniture, fixtures, equipment or property within ten (10) Days from the date of expiration or termination of this Contract, then Concessionaire shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, equipment and/or property and sell, contract, salvage, or dispose of the same in any manner permitted by law. Concessionaire shall have no right, interest or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items shall be immediately reimbursed by Concessionaire. No act by Authority shall be deemed an acceptance of a surrender of the Premises. No acceptance of a surrender of the Premises shall be valid unless it is in writing and signed by Authority.

ARTICLE VI. RENTALS, FEES, OTHER CHARGES, REPORTING, AND ACCOUNTING RECORDS

SECTION VI.1 GROSS RECEIPTS

For purposes herein, Gross Receipts shall include the aggregate of all sales, charges, or other fees charged by Concessionaire (and recognized as revenue by Concessionaire) to Airport customers and Concessionaire members who enroll or renew a membership in the RT Program and provide an address that is within the Catchment Area, regardless of when, where, or how such membership or renewal is sold, whether for cash or credit, without any deduction for credit card fees. Gross Receipts shall also include other Services as detailed in Exhibit A but only to the extent that those Services are physically delivered in the Airport.

Gross Receipts shall also include all monies paid to Concessionaire from all new enrollees who enroll in the RT Program at the Airport and do not reside in the Catchment Area. An enrollment or renewal of membership sale shall be deemed to have been consummated at the time the enrollment or renewal charges are assessed to the RT Program new enrollee or renewed member.

Within ten (10) business days after the end of each month of the Term of this Contract, Concessionaire will submit to Authority, with detail satisfactory to the Authority, a statement of Concessionaire's Gross Receipts during the preceding month. Said statement, a sample of which is attached hereto as Exhibit D, Statement of Gross Receipts, is to be signed by an authorized management officer or Certified Public Accountant of Concessionaire. Concessionaire will remit to the Authority with each monthly statement that amount of the Privilege Fee payments due for that month. Gross Receipts shall not include:

1. Any taxes imposed by law that are separately stated to and paid by a customer and directly payable to the taxing authority by Concessionaire.
2. Insurance proceeds received from the settlement of claims for the loss of or damages to Concessionaire's property at or on the Premises other than the proceeds from business interruption insurance.
3. Uniforms or clothing purchased by Personnel where such uniforms or clothing are required to be worn by Personnel.
4. Any charges paid on a reimbursement basis, as mutually agreed upon by the Authority.
5. Any refunds or credits made by Concessionaire to Airport customers.
6. Sums received by Concessionaire for damage to the Authority's or Concessionaire's property or Premises.

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7. Any pass-through federal background check and/or processing fees or other pass-through fees paid directly to the TSA and FBI as part of the TSA PreCheck program.
 8. Gratuities for services performed by employees of the Concessionaire which are paid by the Concessionaire's customers to such employees.

SECTION VI.2 UPFRONT CONCESSION FEE

As consideration for the Authority entering into this Contract, the Concessionaire shall pay the Authority a one-time, non-refundable Upfront Concession Fee of two million dollars (\$2,000,000), provided this Contract is fully executed by August 6, 2026. The Upfront Concession Fee shall be fully earned upon execution of this Contract and shall not be subject to any additional conditions. Payment shall be made to Authority no later than September 23, 2026.

SECTION VI.3 AIRPORT CHECKPOINT MODIFICATIONS

Concessionaire agrees to pay to the Authority up to a maximum of two hundred fifty thousand dollars (\$250,000) by the end of Contract Year 2 for Airport checkpoint modifications needed to perform the Services. Concessionaire further agrees to pay to the Authority up to a maximum of one hundred thousand dollars (\$100,000) in Contract Year 3 for updates and refreshes of the original checkpoint modifications, as well as for any modifications needed to perform the Services, provided that an RT Entry Point is included at the newly constructed Airside D checkpoint. In the event that, due to delays within the reasonable control of Authority, Concessionaire is not fully operational at Airside D checkpoint at such time that Airside D opens for processing of passengers for scheduled revenue flight operations, Concessionaire shall not be required to make the One Hundred Thousand (\$100,000) payment.

SECTION VI.4 PREMISES RENT

As consideration for the lease of the Premises granted herein, Concessionaire will pay Authority rental for all occupied space. Authority will establish the Premises Rent. Premises Rent will be paid in monthly installments, in advance and without demand, beginning on the Commencement Date and on the first day of each month thereafter throughout the Term.

The Premises Rent to be paid monthly equals the sum of:

The total area of Concession Location(s) occupied by Concessionaire and open for business during the month multiplied by one-twelfth ($1/12^{\text{th}}$) of the Premises Rent Rate, and

1. The total area of Support Space(s) occupied by Concessionaire multiplied by one-twelfth ($1/12^{\text{th}}$) of the Support Space Rent Rate.

For any period of less than one month during the Term, the Premises Rent will be calculated on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of Days in the month for which the Premises Rent is payable.

The initial Premises Rent Rate is set forth in the Summary of Contract Provisions. Beginning on the Commencement Date and on the first day of each Authority Fiscal Year thereafter, the Premises Rent Rate will be charged in accordance with published non-signatory and signatory rates & charges. Notice of any increase to Concessionaire is not required.

SECTION VI.5 PRIVILEGE FEE

In consideration of the rights granted herein to operate the Concession at the Airport, beginning on the Commencement Date and continuing through the Term, Concessionaire agrees to pay to Authority for each Contract Year, or portion thereof, a Privilege Fee equal to the sum of the MAPF and the Percentage Fee. The payment of this Privilege Fee is not a payment of rent, but is a payment excluded from the tax imposed by Florida Statute Section 212.02(10)(j).

A. MAPF.

The MAPF paid by Concessionaire to Authority for each year of this Contract is listed in the table below:

<u>Contract Year</u>	<u>Amount</u>
1	\$3,000,000
2	\$3,500,000
3	\$4,000,000
4	\$4,500,000
5	\$5,000,000

<u>Renewal Option</u> <u>Year</u>	<u>Amount</u>
1	\$5,250,000
2	\$5,500,000

Notwithstanding anything herein to the contrary, the MAPF for each Renewal Term shall be negotiated and agreed upon by the Parties no later than thirty (30) Days prior to the commencement thereof; provided, however, that in no event shall the MAPF be less than five million two hundred fifty thousand dollars (\$5,250,000) for Renewal Option Year 1 and five million five hundred thousand dollars (\$5,500,000) for Renewal Option Year 2. If the Parties fail to agree on the negotiated MAPF for any Renewal Term no later than thirty (30) Days prior to commencement of the Renewal Term, the MAPF shall default to \$5,250,000 for Renewal Option Year 1 and \$5,500,000 for Renewal Option Year 2.

B. Percentage Fee.

In addition to the MAPF, Concessionaire shall pay the Percentage Fee for each Contract

Year in an amount equal to Gross Receipts for the Contract Year multiplied by the Percentage Fee Rate stated in the Summary of Contract Provisions, but only to the extent that such amount exceeds the MAPF for the Contract Year. If the Percentage Fee calculated in accordance with this Section is an amount less than the MAPF, no Percentage Fee will be payable.

In the event that any airport with which Concessionaire currently has established (or in the future establishes) a contract which provides for a Percentage Fee for RT Program services above 12.5%, the Percentage Fee Rate for RT Program services in this Contract will adjust to this Percentage Fee rate beginning on the execution date of the other airport's contract. For avoidance of doubt, this paragraph shall only apply to the Percentage Fee Rate paid to other airports for the core RT Program enrollments and renewals, and not to Percentage Fee Rate paid to other airports for additional services performed under the RT Program such as meet and greet.

C. Payment of Privilege Fee.

On or before October 1, 2026, and the first day of each month thereafter, Concessionaire shall pay to Authority, in advance and without set off, deduction, prior notice, or demand, one-twelfth (1/12th) of the MAPF. For any payment period of less than one month, the MAPF payment shall be paid on a pro rata basis in the same proportion that the number of Days in the payment period bears to the total number of Days in the month for which the MAPF is payable.

Within ten (10) business days after the end of each month during the Term of this Contract, Concessionaire shall pay to Authority the Privilege Fee in the amount, if any, by which Gross Receipts for the Contract Year to date (for the Contract Year in which the month falls) multiplied by the Percentage Fee Rate exceeds the sum of MAPF and Percentage Fee previously paid for such Contract Year, as shown on Exhibit D, Statement of Gross Receipts. The monthly payments under this Contract for the MAPF and the Privilege Fee shall be subject to reconciliation at the end of each quarter in order that at the end of each and every Contract Year during the Term of this Contract the Concessionaire shall have paid to Authority that amount based upon either the Percentage Fee or upon the MAPF, whichever is greater.

D. Reduction of MAPF in Contract Year 1

If, as a result of any delay, failure to perform, or other circumstance within the reasonable control of the Authority, Concessionaire is not fully operational at any of Checkpoints A, C, E, or F on or before the date that is eight (8) months following the Effective Date of this Contract, the Authority shall reduce the Privilege Fee payable by Concessionaire by an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) for each such affected Checkpoint, up to an aggregate maximum of One Million Dollars (\$1,000,000).

SECTION VI.6 OTHER FEES AND CHARGES

- A. Concessions Services Fee. Concessionaire agrees to pay simultaneously with the payment of the MAPF, not as additional rent but as a payment excluded from the tax imposed by Florida Statute Section 212.02(10)(j), and as payment for the performance by Authority on Concessionaire's behalf of the Concessions Services, a Concessions Services Fee in an amount equal to the Concessions Services Fee Rate as stated in the Summary of Contract Provisions.

Subject to the terms and conditions set forth in the next paragraph, Authority and Concessionaire agree that Authority may modify, upon written notice to Concessionaire, the Concessions Services Fee Rate; provided that such modification may not occur until the end of the first full Contract Year after the Commencement Date and the end of every third (3rd) Contract Year thereafter.

Notwithstanding the foregoing, if at any time Authority elects, in its sole discretion, to modify the Concessions Services, the Concessions Services Fee Rate may be adjusted accordingly in an amount determined as reasonable by Authority in its sole judgment. Authority will provide Concessionaire with no less than thirty (30) Days' written notice of the effective date of any modification to the Concessions Services Fee Rate. The Parties agree to modify the Summary of Contract Provisions to reflect any such change in the Concessions Services Fee Rate. Any modification will be confirmed by letter executed by the Director of Concessions, without need for formal amendment of this Contract.

- B. Utilities. Authority will provide certain utility connections to the Premises. Concessionaire shall pay for all utilities necessary in the operation of the Concession. All charges, including, but not limited to, deposits, installation costs, connection charges, usage, service charges, and applicable taxes for utility services metered directly to the Premises or pro-rated by usage shall be paid by Concessionaire, regardless of whether the utility services are furnished by Authority or other utility service entities.
- C. Other Charges. Concessionaire agrees to pay in a timely manner other charges and fees as Authority assesses, in accordance with Authority's procedures and requirements, and that Concessionaire incurs in the normal course of business.

SECTION VI.7 FAILURE TO MAKE TIMELY PAYMENTS

Without waiving any other right or action available to Authority, in the event Concessionaire is delinquent in the payment of fees or charges hereunder or rightly due and owing by an audit of Concessionaire's books and records as provided in the Authority Right to Perform Audits, Inspections, or Attestation Engagements Section below, and in the event Concessionaire is delinquent in paying to Authority any such fees or charges for a period of seven (7) Days after the payment is due, Authority reserves the right to charge Concessionaire a penalty of \$150 per Day,

for each Day Concessionaire is late submitting payment.

In the event of a dispute as to the amount to be paid, Authority shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

The right of Authority to require payment of interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Contract, and to pursue other remedies provided by law.

The failure of Authority to take action in the event of a delinquent payment or series of payments shall in no way waive the right of Authority to take action at a subsequent time. Authority expects all rents, fees and charges to be paid on time and Concessionaire agrees to pay on time.

Notwithstanding other provisions of this Contract, and without limiting the other provisions of this Contract concerning, among other things, events deemed to constitute default of Concessionaire, Authority may, in Authority's reasonably exercised discretion, terminate this Contract upon written notice to Concessionaire if (i) there are recurring instances in which Concessionaire's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Concessionaire fails to maintain adequate records and accounts reflecting its business operations at the Airport and calculation of Gross Receipts under this Contract; or (iii) Concessionaire fails or refuses to submit the formal supporting paperwork as required under this Contract.

SECTION VI.8 AUTHORITY LIEN

Authority shall have a lien upon all Trade Fixtures and personal property of the Concessionaire placed in or on the Premises, to the extent permitted by law, for the purpose of securing the payment of all sums of money that may be due to Authority from Concessionaire under this Contract.

This lien shall supersede any other lien including any lien created in connection with Concessionaire's financing. Concessionaire is prohibited from pledging any Trade Fixtures and/or personal property without prior, written permission of the Authority.

SECTION VI.9 RECORD KEEPING, REPORTS, ANNUAL AUDIT, AND END OF YEAR ADJUSTMENT

- A. Generally Accepted Accounting Principles. Concessionaire shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Contract. Concessionaire's system of accounts shall allow each Concession Location to be distinguished from all other Concession Location(s). Concessionaire shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Contract shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.

B. Financial Reports.

1. Statement of Gross Receipts. No later than ten (10) Days after the end of each month during the Term, Concessionaire shall deliver to Authority a Statement of Gross Receipts, in a form as set forth in Exhibit D attached hereto, stating Gross Receipts for said month for each Concession Location and the calculation of Percentage Fee payable for said month.

- C. Annual Audit. No later than 90 Days after the end of each Contract Year during the Term, Concessionaire shall, at its sole cost and expense, provide an annual audit report by an independent Certified Public Accountant, licensed in the State of Florida and acceptable to Authority, of Concessionaire's monthly Gross Receipts and the amounts paid to Authority as a Privilege Fee for the subject Contract Year, or part thereof (said annual audit report hereinafter referred to as Annual Report). There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts. The engagement will include a Statement of Gross Receipts and Privilege Fees for each month of the Concessionaire's operations in the Contract Year, prepared in accordance with the comprehensive basis of accounting defined herein and reported in a format acceptable to Authority. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the schedule of Gross Receipts and Privilege Fees has been completely and accurately presented, calculated and reported according to the terms of this Contract. A one hundred dollars (\$100) per Day penalty may be assessed by the Authority for every Day the Annual Report is late.

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

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

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- D. Form, Frequency, and Method of Reporting. Acceptance of reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Statement of Gross Receipts, and to require the submission by Concessionaire of other statistics and information pertaining to the Gross Receipts hereunder. Concessionaire agrees to change the form of the required reports and statements as requested by Authority and to provide any additional statistics and information Authority may request.

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

SECTION VI.10 PLACE OF PAYMENT AND STATEMENT FILING

Concessionaire will submit all payments of Privilege Fee and all other fees and charges by Automated Clearing House electronic transfers. Reports and statements required to be filed by this Contract shall be delivered to Receivables@TampaAirport.com.

SECTION VI.11 FORM OF PAYMENT

All payments due under this Contract shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Contract or otherwise.

SECTION VI.12 AUTHORITY RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION

ENGAGEMENTS

In connection with payments to Concessionaire under this Contract, it is agreed Concessionaire will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Concessionaire will maintain such books and records for five years after the end of the Term of this Contract. Records include, but are not limited to, books, documents, papers, records, research, and work orders related to this Contract. Concessionaire will not destroy any records related to this Contract without the express written permission of the Authority.

Notwithstanding Concessionaire's requirement to submit the Annual Report set forth herein, at any time or times during the Term of this Contract or within five years after the end of this Contract, the Authority, or any duly authorized representative of the Authority, have the right to initiate and perform audits, inspections, or attestation engagements on reasonable prior written notice to Concessionaire, during ordinary business hours and in a manner not disruptive to Concessionaire's business. For purposes of this Section, reasonable prior written notice shall

mean not less than 15 business days' notice, except in the event of suspected fraud or material discrepancy. The Authority has the right to review all books, records, and contracts of Concessionaire and, where applicable, all individuals or other business entities who are a party to this Contract, to substantiate the accuracy of reported Gross Receipts and Concessionaire's compliance with other provisions of this Contract. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with State or Federal entities, discount or rebate/allowance contracts, records of refunds or voids, and joint venture or partnership contracts. Such right of examination shall include cooperation by Concessionaire Personnel (including, but not limited to, cooperation in sending confirmations to Concessionaire's suppliers or others, assisting the Authority in obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by the Authority to complete the engagement. There may be no limitation in the scope of the engagement that would hinder the Authority in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Contract.

Engagements will be conducted at the Airport. If the records are kept at locations other than the Airport, Concessionaire will arrange for said records to be brought to a location convenient to the Authority or will provide records electronically in a computer-readable format acceptable to the Authority at no additional cost to conduct the engagement as set forth in this Section. Concessionaire shall allow the Authority to photocopy any records that the Authority determines to be necessary to conduct and support the engagement. Concessionaire shall not charge Authority for reasonable use of Concessionaire's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format. Concessionaire shall provide all records and retrievals requested within seven (7) Days of the request. The Parties recognize that Concessionaire will be in material breach of this Contract if Concessionaire fails to provide requested records in accordance with this Section and Concessionaire will be responsible for the cost of the audit as determined by the Authority. The Authority has the right during the engagement to interview the Concessionaire's Personnel, employees, subconsultants, and subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If, as a result of any engagement, it is determined that Concessionaire owes additional fees or charges to Authority, Concessionaire will pay such additional fees and charges, and Authority may assess interest in accordance with the terms and conditions of this Contract. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under review, the entire expense of the engagement may be billed to Concessionaire. Any additional payments due shall be paid no later than Concessionaire's next payment of the monthly installment of the Privilege Fee to the Authority. If, as a result of any engagement, it is established that Concessionaire has over-reported Gross

Receipts or has paid fees related to Gross Receipts greater than the sum due, Concessionaire shall be entitled to a credit against Concessionaire's next monthly installment of the Privilege Fee for the amount of the overpayment.

Approvals granted outside of the internal audit function of monthly reporting, Gross Receipts, or other Contract compliance requirements included in this Contract do not act as a waiver or limitation of the Authority's right to perform engagements.

The Concessionaire will notify the Authority no later than seven (7) Days after receiving knowledge of any findings or observations pertaining to this Contract from any other audit, inspection or attestation engagement and will provide Authority a copy of any audit documents or reports so received.

Concessionaire agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Concessionaire will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Contract.

ARTICLE VII. PERMITTED USES

SECTION VII.1 PERMITTED USE

- A. Uses. The Premises shall be used by Concessionaire only for the purposes of performing the Concession, as further described in this Contract, and for such other uses as Authority may agree to in writing. The Support Space(s) shall be used by Concessionaire only for office and administrative purposes related to the operation of the Concession and/or the storage and preparation of products necessary for the operation of the Concession. No portion of the Premises shall be used to warehouse, stock, or store any goods, wares or merchandise not intended to be offered for sale at or from the Premises.

This Contract is conditioned upon TSA's continued authorization to permit Concessionaire to conduct the RT Program at the Airport. If TSA revokes Concessionaires authorization to conduct the RT Program at the Airport at any time, this Contract shall automatically terminate on the date of any such revocation, without any further action required by the Parties, and Authority shall be released and relieved of all liability under this Contract.

Concessionaire shall maintain its designation and certification as a Qualified Anti-Terrorism Technology by the U.S. Department of Homeland Security ("DHS") under the Safety Act. If at any time during the Term of this Contract, Concessionaire's certification as a Qualified Anti-Terrorism Technology by DHS is modified in a manner that adversely affects Concessionaire's ability to provide its Services, Concessionaire shall provide copies of such written, modified certification to Authority within twenty-four (24) hours after receipt from DHS or any other appropriate governmental agency.

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- B. Concession Location(s). Exhibit C sets forth the trade name for each Concession Location and a listing, by general category, of goods and Services that Concessionaire is allowed to sell from each Concession Location. Exhibit C shall constitute a limitation on the goods and Services which may be sold at each Concession Location.
- C. Permitted Products, Services and Prices. No later than 30 Days prior to the opening of a Concession Location, Concessionaire must submit to Authority, for its written approval, a listing, substantially consistent with Exhibit C and as requested by Authority, of the Services to be sold from the Concession Location. Such listing (hereinafter referred to as the Product Price List) must include the prices to be charged to the public for the Services.

Once approved by Authority, the Product Price List for each Concession Location shall remain in effect through the remainder of the Term. Concessionaire shall not add, delete or sell any goods or Services not included on the Product Price List, nor change the price of any goods or Services, without advising the Authority in writing. The Product Price List may be adjusted such that prices are not greater than the prices shown on Concessionaire's website. Written response from the Authority shall serve to modify the Product Price List without need for amendment of this Contract.

Within ten (10) Days of a written request by Authority, Concessionaire shall provide a current Product Price List.

SECTION VII.2 NON-EXCLUSIVE RIGHTS

The rights granted herein for the performance of the Concession shall be non-exclusive. Authority may, at any time, award space (existing or newly created) to other parties who may have rights or may sell goods or Services similar to those non-exclusively granted herein. Authority may, in its sole discretion, grant exclusive rights to other concessionaires to sell goods or Services that Concessionaire is not authorized to sell.

In the event of a dispute between Concessionaire and any other party operating at the Airport as to the rights of the parties under their respective contracts, Authority shall determine the rights of each party and Concessionaire agrees to be bound by Authority decision.

SECTION VII.3 RESTRICTIONS

Nothing in this Article will be construed as authorizing Concessionaire to conduct any business separate and apart from this Contract or in areas at the Airport other than the Premises.

Any and all rights and privileges not specifically granted to Concessionaire for its use of and operations at the Airport pursuant to this Contract are hereby reserved for and to Authority.

SECTION VII.4 PERMITS AND LICENSES

Concessionaire will obtain and maintain throughout the Term all permits, certificates, licenses, or other authorizations required in connection with the operation of the Concession. Copies of all required permits, certificates, licenses, or other authorizations will be appropriately displayed within the Premises and forwarded to Authority upon issuance and each renewal.

ARTICLE VIII. OPERATIONS AND PERFORMANCE STANDARDS

SECTION VIII.1 AUTHORITY RIGHT TO MONITOR PERFORMANCE

- A. Performance Audits. It is the intention of Authority that Concessionaire's business be conducted in a manner so as to meet the needs of Airport patrons and employees and in a manner that will reflect positively upon the Concessionaire and Authority. The Concessionaire shall equip, organize and efficiently manage the Concession to provide First Class products and Services in a clean, attractive and pleasant atmosphere.

Authority reserves the right to conduct periodic performance audits of the Premises to assure that all of the operational, safety and compliance standards of this Contract are consistently performed by Concessionaire. Concessionaire acknowledges that performance audits will be conducted by Authority, or its representative, and hereby agrees to cooperate with all performance audits.

1. Performance audits may include minimum objective standards in any or all of the areas of (i) equipment performance; (ii) customer service; and (iii) cleanliness and maintenance. If Concessionaire fails to meet minimum standards in any of these areas, Authority may, at its discretion, assess fines as set forth in this Contract.
2. In order to assure consistent adherence to performance standards throughout the Term, the Authority will use a rolling 12-month cycle in the recording of incidents of failure to meet standards. Authority reserves the right to assess fines for violations of performance standards as set forth herein.
3. Repeated violations and deficiencies in performance by Concessionaire may be cause, at Authority sole discretion, to terminate this Contract.

- B. Annual Review. No later than ninety (90) Days after the end of each Contract Year of the Term, Concessionaire and Authority will meet to review and evaluate the customer service, equipment and operational performance at the Premises. During the review, Authority may determine, in its sole discretion, that the performance at the Premises is unsatisfactory.

SECTION VIII.2 OPERATING PROCEDURES AND STANDARDS

- A. Authority Requirements. The occupancy and use by Concessionaire of the Premises and the rights herein conferred upon Concessionaire shall be subject to Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may

hereafter be prescribed by Authority through the lawful exercise of its powers. Concessionaire agrees to operate the Concession in accordance with the Concessions Handbook.

- B. Health and Safety Standards. Concessionaire shall comply with all health and sanitary regulations adopted by Authority, City of Tampa, Hillsborough County, State of Florida and any other governmental authority with jurisdiction.
- C. Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, regulations, codes and permits in the conduct of its operations under this Contract including, but not limited to, TSA regulations regarding products or procedures.
- D. Concessionaire's Standards. Concessionaire shall submit to Authority a copy of its standards, plans and manuals for customer service and operations at least 30 Days prior to the Commencement Date, and as updated during the Term. Concessionaire shall ensure continuous adherence to Concessionaire's own standards in addition to other standards as set forth in this Contract.

SECTION VIII.3 QUALITY OF PRODUCTS AND SERVICES

Concessionaire shall ensure that all customers are provided First Class products and Services, consistent with the Product Price List, to meet the demand of customers at the Airport.

If Authority identifies any deficiencies with respect to the operations including, without limitation, quality, variety, and quantity of goods or Services offered, Concessionaire shall be notified in writing by Authority and Concessionaire shall correct, or cause to be corrected, such problem or problems within seven (7) Days, unless Authority authorizes a longer period in writing. If Concessionaire fails to correct within seven (7) Days after written notice is given by Authority, Authority may assess fines as described in this Contract.

SECTION VIII.4 CLEANING AND ROUTINE MAINTENANCE

- A. General Obligations. Concessionaire shall ensure that the Concession is maintained and operated in a First Class manner and that the Premises are kept in a safe, clean, orderly and inviting condition at all times in a manner satisfactory to Authority. To comply with these requirements, Concessionaire must regularly review or cause to be reviewed the Premises and Concessionaire's operations at the Airport.
- B. Janitorial Service. Concessionaire shall, at its own cost and expense, provide all janitorial services for the Premises in accordance with the Concessions Handbook. Concessionaire shall ensure that the Premises and the Common Areas adjacent to the Premises are kept clean and free from all rubbish and refuse. Concessionaire agrees to maintain and make necessary general repairs to all Trade Fixtures placed or installed on the Premises.

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- C. Pest Control. Authority, in its sole discretion, may elect to provide or contract for pestcontrol services on Concessionaire's behalf. If Authority elects to provide or contract for pest control services on Concessionaire's behalf, Concessionaire must pay its share of the cost of such services, in an amount determined by Authority. In such cases, Concessionaire must cooperate with the pest control contractor chosen by Authority.
- D. Preventive and Routine Cleaning and Maintenance Program. No less than 30 Days prior to the opening of any portion of the Premises, Concessionaire shall establish a preventive and routine cleaning and maintenance program for the Premises. The provisions of the program shall be subject to the initial written approval of and periodic review by Authority. Upon request by Authority, Concessionaire shall provide Authority with a written schedule of Concessionaire's cleaning and maintenance program. All repairs done by Concessionaire or on Concessionaire's behalf will be of First Class quality in both materials and workmanship. All repairs will be made to conform to the rules and regulations prescribed from time to time by federal, state or local authorities having jurisdiction over the work in Concessionaire's Premises, including the Authority.
- E. Routine Refurbishment. On or about the commencement of each Contract Year, representatives of Authority and Concessionaire shall tour the Premises and jointly agree upon what, if any, routine refurbishment is required to maintain the Premises in First Class condition. Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Authority cannot jointly agree upon the type and extent of refurbishment, Authority may determine, in its sole discretion, the refurbishment required. For purposes of this Section, refurbishment shall mean the replacement or repair of worn Trade Fixtures.
- F. Maintenance Personnel and Program. Concessionaire agrees to employ sufficient Personnel and provide necessary equipment to keep the Premises and all furniture, furnishings, fixtures and equipment clean, neat, safe, sanitary and in good working order and condition at all times pursuant to the maintenance requirements of this Contract.
- G. Continuity and Service Level Agreement. Concessionaire agrees to maintain at all times sufficient qualified Personnel, technical resources, and backup infrastructure necessary to ensure prompt recovery from any IT outages, system downtime, or other service disruptions. Concessionaire shall respond to such disruptions within two hours. Concessionaire will also ensure the services contemplated in Exhibit A can be delivered with a minimum uptime of at least 99.5%, planned maintenance approved by the Authority at least seven days in advance, natural disasters and force majeure events excepted.
- H. Authority Sole Judge of Maintenance. Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Premises. Authority or its representative may at any time, without notice, enter the Premises to determine if maintenance satisfactory to

Authority is being performed. Performance by Concessionaire of maintenance pursuant to a written maintenance plan previously approved by Authority shall be conclusive evidence of satisfactory maintenance unless Authority determines that there is a present and substantial danger or safety hazard within the Premises. If Authority determines that maintenance is not satisfactory, Authority shall notify Concessionaire in writing. Concessionaire will perform the required maintenance, to the satisfaction of Authority, within 15 Days after receipt of written notice or Authority or its representative shall have the right to enter upon the Premises and perform the maintenance. Concessionaire agrees to promptly reimburse Authority for the cost thereof, plus an administrative fee of fifteen percent (15%) of the maintenance costs.

SECTION VIII.5 TRASH, WASTE AND REFUSE

Concessionaire shall, at its own cost and expense, provide for sanitary removal and disposal of all trash, waste and other refuse caused as a result of the operation of the Concession. Piling of boxes, cartons, barrels or other similar items in, or within view of, Common Areas shall not be permitted. Concessionaire shall use designated locations, containers and transport routes for trash, waste and refuse removal and disposal as set forth in the Concessions Handbook.

In transporting trash, waste and refuse associated with operating the Concession to and from the Premises, where not otherwise restricted or prohibited by this Contract, Concessionaire shall use only carts, vehicles, or conveyances that are sealed, leak proof and equipped with wheels suitable for operating without damaging floor coverings and which are approved by Authority. Concessionaire shall not use the Airport shuttle system for the purpose of transporting trash, waste or other refuse. Authority reserves the right to require changes in Concessionaire's transporting of trash, waste and other refuse, including permitted hours for transport, equipment used for each activity and routes of transport.

The plumbing facilities within the Premises and elsewhere in the Airport shall not be used for any purpose other than for the purposes for which they were constructed, and no foreign substance of any kind shall be thrown therein. The expense to repair any breakage, stoppage, or damage resulting from a violation of this paragraph, wherever the breakage, stoppage or damage occurs, shall be charged by Authority to Concessionaire, regardless of the cause.

If at any time during the Term the Authority establishes an Airport-wide recycling program, Concessionaire agrees to participate in any such program at its own cost.

Authority reserves the right, if deemed to be in its best interests, to provide trash, waste and other refuse removal, disposal and recycling services. In the event Authority elects to provide these services on behalf of Concessionaire, Concessionaire shall pay its share of the cost of such trash, waste and other refuse removal, disposal and recycling services in an amount determined by Authority.

SECTION VIII.6 PRICING

- A. Pricing Standard. Concessionaire acknowledges the Authority objective to provide Airport patrons and employees high-quality products and Services at reasonable prices. Accordingly, Concessionaire agrees that all products and Services sold by Concessionaire shall not be greater than prices shown for enrollment on Concessionaire's website or charged at other locations where Concessionaire provides an RT Program.
- B. Price Surveys. No later than 30 Days prior to the opening of a Concession Location and prior to the beginning of each Contract Year, Concessionaire shall provide a list of rates published on Concessionaire's website.

Price Changes. No later than ten (10) Days after any adjustment to prices, the Parties agree to modify the Product Price List to incorporate such price adjustment(s). Modification will be confirmed by letter executed by the Director of Concessions, without need for formal amendment of this Contract.

- C. Price Conformance. At any time during the Term, Authority may verify prices being charged for Services offered by Concessionaire. Concessionaire will, within three (3) Days of written notice from Authority, adjust any prices that Authority determines, in its sole discretion, to be inconsistent with the Pricing Standard. Failure to rectify any pricing discrepancies within the aforementioned three (3) Days shall constitute a material breach by Concessionaire of this Contract and, in addition to the assessment of fines as set forth herein and all other remedies available to Authority, Authority may, in its sole discretion, terminate this Contract.

SECTION VIII.7 HOURS OF OPERATION

- A. Store Hours. Concessionaire shall provide Services in the Premises during all hours an Airport security checkpoint is open for the screening of departing passengers, unless otherwise permitted by written consent from the Authority. The Authority reserves the right to order changes in the hours of operation to ensure that such Services are available.

Concessionaire shall ensure that each Concession Location is open for business without interruption during the specified hours of operation (hereinafter referred to as Store Hours) and is providing all goods and Services as required by this Contract.

Authority may, in its sole discretion, change Store Hours during the Term. Concessionaire hereby acknowledges and agrees to operate the Concession Location(s) as required which, if requested by Authority, may be 24 hours per Day seven (7) Days per week, including all holidays. Concessionaire may request changes to Store Hours. The Authority may, in its sole discretion, approve such requested changes which will be confirmed by letter executed by the Director of Concessions, without need for formal amendment of this Contract.

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- B. Extension of Store Hours. Concessionaire agrees to remain open beyond Store Hours for certain events including, but not limited to, the following:
1. In the event of a delayed flight at any Airport Terminal in which any Concession Location(s) is located. Concessionaire shall remain continuously open and provide all goods and Services as required by this Contract beyond the then current Store Hours for the Concession Location(s) in the affected Airside Terminal and until the delayed flight departs the gate or Authority otherwise instructs.
 2. In the event of an emergency, as determined by Authority. Concessionaire shall remain continuously open and provide all goods and Services as required by this Contract for the Concession Location(s) beyond the then current Store Hours as instructed by Authority.
- C. Failure to Open. Failing to open for business within 30 minutes of the required opening time, or closing more than 30 minutes early, shall constitute a violation of this Section for which Authority may assess fines as further described herein.

SECTION VIII.8 DELIVERY OF GOODS

- A. Central Receiving and Distribution. The Authority contracts with a third party to operate the CRDC and provide distribution and delivery services to the Main Terminal and Airport Terminals (hereinafter referred to as Logistics Manager). Concessionaire agrees to use, at its own cost and expense, the CRDC and have all deliveries made to the CRDC, except where delivery to a third party is prohibited by law or as otherwise approved in writing by Authority. Concessionaire agrees to pay Concessionaire's share of the costs of the operation of the CRDC and said distribution and delivery services, as determined by Authority.

Concessionaire acknowledges that Authority will not be responsible for and will have no liability related to the operation of (or the failure to operate) the CRDC nor related distribution and delivery services, including lost profits, consequential damages or any other losses or damages whatsoever.

Concessionaire acknowledges that the Logistics Manager may establish rules and procedures regarding the operations of the CRDC and the distribution and delivery services to the Main Terminal and Airport Terminals including, but not limited to, operating hours of the CRDC, scheduling and acceptance of Concessionaire's deliveries to the CRDC, scheduling and place of deliveries to the Main Terminal and Airport Terminals, and transportation of goods and related equipment such as pallets, storage bins, and racks among the Main Terminal and Airport Terminals and CRDC. CRDC rules and procedures will be stated in the Concessions Handbook and may be modified from time to time in accordance with this Contract. Concessionaire agrees to conform to said CRDC rules and procedures.

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- B. Transporting Goods. The Logistics Manager will make deliveries to Concession Location(s), Concessionaire's Support Space(s), or such other locations in the Main Terminal and Airport Terminals as stated in the Concessions Handbook. Concessionaire shall transport inventory among Concession Locations and Support Spaces in the same Airport Terminal building at such times and by such routes stated in the Concessions Handbook. Concessionaire shall make every effort to avoid using the Common Areas for large quantity deliveries during peak periods. Concessionaire shall be responsible for the return of all pallets, storage containers and other equipment belonging to its suppliers to locations designated for return by the Logistics Manager. Concessionaire shall transport goods using only carts or conveyances that are sealed, leak-proof, and equipped with pneumatic wheels suitable for operating on carpet or other flooring without damage thereto, and which are approved by Authority.

SECTION VIII.9 PERSONNEL

- A. Staffing. Concessionaire shall at all times retain qualified, competent, and experienced Personnel at the Airport to conduct its operations. Personnel shall be clean, courteous, efficient, and neat in appearance. Concessionaire shall not employ any person or persons in or about the Premises who use improper language, or act in a loud, boisterous, or otherwise improper manner. The Authority shall be the sole judge as to whether the conduct of Concessionaire's Personnel and representatives is objectionable, and if so judged, Concessionaire shall take all steps necessary to eliminate the conditions that have occasioned such judgment. Concessionaire shall maintain a friendly and cooperative relationship with other tenants on the premises of the Airport, and shall not engage in open or public disputes, disagreements, or conflicts tending to deteriorate the quality of the services offered at the Airport or be incompatible with the best interests of the public or the Airport.
- B. Concessionaire shall train, supervise, and deploy a sufficient number of properly trained Personnel to service customers in a timely and efficient manner and to properly meet Concessionaire's obligations under this Contract.
- C. Concession Manager. Concessionaire shall appoint an active, qualified, competent and experienced Concession Manager to oversee and manage the performance of the Concession and represent and act on behalf of Concessionaire. The Concession Manager shall have full authority to make day-to-day business decisions on behalf of Concessionaire with respect to the Concession including, but not limited to, authority to control the conduct and demeanor of Concessionaire's Personnel. The Concession Manager shall be assigned a duty station in the Premises where the Concession Manager will be available during normal business hours. The Concession Manager shall designate a qualified, competent, and experienced subordinate to be in charge and available during his/her absence during Concessionaire's regular operating hours.
- D. Customer Service Training. If Authority establishes a customer service training program for the employees of all concessionaires at the Airport, Authority, after first giving

reasonable notice to Concessionaire, will require all of Concessionaire's Personnel to complete the training program.

1. Concessionaire's Personnel as of the date of implementation of the Authority customer service training program must complete the training within six (6) months of the date of notice from the Authority.
2. Concessionaire's Personnel hired after the date of implementation of the Authority customer service training program must complete the training within one (1) month of beginning employment.

If established, the Authority customer service training program will be limited to no more than two (2) full working Days per employee per year, will be conducted at the Airport, and will be evidenced by a certificate issued by the Authority to each employee upon successful completion of any such training program. The Authority customer service training program will be offered at no cost to Concessionaire; however, Concessionaire will be responsible for employees' wages, benefits and other employment costs incurred as a result of the training.

- E. Additional Personnel Requirements. In addition to the Personnel requirements set forth herein, Concessionaire shall ensure that all Personnel engaged in the performance of the Concession shall conform to the applicable rules and procedures stated in the Concessions Handbook and other Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives.
- F. Authority Right to Object. Authority shall have the right to object to the demeanor, conduct, and appearance of any Personnel of Concessionaire or any of Concessionaire's invitees or those doing business with Authority. Immediately upon notice of objection by Authority, Concessionaire shall take all steps necessary to remedy the cause of the objection. If requested by Concessionaire, Authority shall present its objections in writing and provide Concessionaire with the opportunity to reply to the objections, and such reply will be given consideration by Authority.

SECTION VIII.10 BADGING AND SECURITY REQUIREMENTS

All of Concessionaire's Personnel who work at the Airport must apply for and be issued a proper security identification badge prior to beginning work at the Airport. Concessionaire shall be responsible for ensuring Personnel, vendor and contractor compliance with all security rules, regulations and procedures including, but not limited to, those issued by the FAA, TSA, and Authority. The rules, regulations and procedures of the FAA, TSA and Authority regarding security matters may be modified during the Term and Concessionaire shall be required to comply with all modifications. Concessionaire shall pay all costs associated with obtaining the required security identification badge and security clearances for its Personnel, including, but not limited to, the costs of training and badging as established by Authority.

Authority will fine Concessionaire for each security identification badge that is lost, stolen, unaccounted for or not returned to Authority at the time of security identification badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be due within 15 Days from the date of invoice. The fine is subject to change without notice, and Concessionaire will be responsible for paying any increase in the fine.

If any of Concessionaire's Personnel are terminated or leave Concessionaire's employment, Authority must be notified immediately, and the security identification badge must be returned to Authority promptly.

Concessionaire's Personnel who are issued security identification badges shall only utilize such badges and access rights in connection with the operation of Concessionaire's business as outlined herein. Concessionaire's Personnel shall be informed by Concessionaire in writing of this requirement and a violation of such shall be a basis for the termination of a person's employment if that person violates such restrictions.

SECTION VIII.11 EMPLOYEE PARKING

Nothing in this Contract shall be deemed to require Authority to provide parking to Concessionaire's Personnel. Authority may provide parking accommodations to Concessionaire's Personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable charges as may be established from time to time by Authority. In such event, Concessionaire's Personnel shall be required to park within the designated areas.

SECTION VIII.12 PAGING, AUDIO, VIDEO SYSTEMS AND FREQUENCY PROTECTION

If Concessionaire installs, in accordance with the Tenant Work Permit Handbook and the Concessions Design Criteria Manual, and with Authority approval, any type of radio transceiver or other wireless communications equipment, Concessionaire will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Concessionaire's equipment. If frequency interference occurs as a result of Concessionaire's installation, Authority reserves the right to shut down Concessionaire's installation until appropriate remedies to the frequency interference are made by Concessionaire. Remedies may include relocation of Concessionaire's equipment to another site. The cost to remedy the frequency interference will be solely at Concessionaire's expense.

SECTION VIII.13 COMPLAINTS

Concessionaire shall forward to the Authority, on a monthly basis, a list of any complaints, whether verbal or written, accompanied by Concessionaire's resolution of all such complaints. Questions or complaints regarding the quality of Services or rates, whether raised by customers' complaints or on the Authority's own initiative or otherwise, may be submitted to Concessionaire for response. All customer complaints referred to Concessionaire by Authority must be responded to by Concessionaire within 48 hours of notice. A written copy of Concessionaire's

response shall be delivered to Authority within the 48-hour period.

At the Authority's request, Concessionaire shall meet with the Authority to review any complaints or concerns and to promptly correct any deficiencies. The Authority's determination as to quality of operation or Services shall be conclusive, and curative measures shall be implemented by Concessionaire as expeditiously as possible.

SECTION VIII.14 CONCESSION PROMOTIONS PROGRAM

Authority may, at its discretion, operate a Concession Promotions Program (hereinafter referred to as Promotions Program) to promote the concession businesses at the Airport. The Promotions Program may include, but is not limited to, activities with direct application to promoting and monitoring the concessions at the Airport such as food service and retail merchandise advertising, marketing, public relations, media production and placements, special events, brochures, videos, directories, catalogues, customer service training, mystery shopper programs, and concession surveys relating to consumer satisfaction and market research, as well as the costs of administration of the Promotions Program.

Authority may prohibit Concessionaire from participating in any promotional activities.

SECTION VIII.15 PROHIBITED ACTS

Concessionaire will not place excessive loads on the walls, ceilings, and floor or pavement areas of the Airport and will repair any area damaged by excessive loading to the satisfaction of Authority.

Unless approved in writing in advance by Authority, which approval is in Authority sole discretion, Concessionaire will not permit the active display or operation on the Premises of any advertisement that flies, flashes, or emits a noise or odor.

Unless approved in writing in advance by Authority, which approval is in Authority sole discretion, Concessionaire will not keep or display any merchandise on or within, or otherwise obstruct, any part of the Main Terminal and Airport Terminals outside of the Premises. Concessionaire shall keep all service corridors, hallways, stairways, doorways, or loading docks leading to and from the Premises free and clear of all obstructions.

Concessionaire will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at Airport.

Concessionaire will not engage in any activity prohibited by Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as may be modified during the Term. In the event Concessionaire fails to adhere to Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section,

Authority may assess fines as set forth in the Failure to Comply with Performance Standards Section until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by Authority, Authority or its representative shall have the right to enter upon the Premises and take corrective action, and Concessionaire agrees to promptly reimburse Authority for any related costs, plus an administrative fee equal to fifteen percent (15%) of the corrective action costs.

SECTION VIII.16 FAILURE TO COMPLY WITH PERFORMANCE STANDARDS

- A. Violations. Concessionaire acknowledges the Authority objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, Authority has established a series of fines, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Contract, the Concessions Handbook, and/or Authority Rules and Regulations, Policies, Standard Procedures, or Operating Directives. Concessionaire and Authority agree that the fines set forth are reasonable, and Concessionaire further agrees to pay to Authority such fines in accordance with the rates or in the amounts specified upon each occurrence of the specified violation and upon written demand by Authority. The Authority will, in its sole discretion, determine the classification of each fine as per Days or per occurrence. Concessionaire further acknowledges that the fines are not exclusive remedies and Authority may pursue other remedies as allowed for in this Contract and at law, in Authority sole discretion. Authority waiver of any fine provided for in this Section shall not be construed as a waiver of the violation or Concessionaire's obligation to remedy the violation.
- B. Multiple Violations. Except for violations of requirements regarding health and safety and delivery and vendor access infraction, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:
1. For the first and second violation of a requirement during any 12-month rolling year, the Authority will provide notice to Concessionaire to correct the violation within the time specified in the notice.
 2. For the third and subsequent violations of the same requirement during any 12-month rolling year commencing upon the first notice of violation, the fine shall be immediately assessed with no grace period.
 3. Further, after two (2) violations of the same requirement within any 12-month rolling year, Authority reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

Performance Standard Fines

Infraction	Fee Schedule
1. Operational Deficiencies 2. Pricing Policy Infraction 3. Failure to respond to a customer complaint as required by this Contract. 4. Use of any space not included in Premises. 5. Maintenance Deficiencies 6. Late Reporting 7. Other Infractions	\$100 per Day until corrected to Authority satisfaction
1. Security Infractions 2. Health Code Violations 3. Hours of Operation Violation 4. Other Infractions	\$500 per occurrence

SECTION VIII.17 TAKEOVER OF SERVICES

Authority will have the absolute right to immediately take over the operations of the Concession, either by itself or through others, by reason of Concessionaire's failure, for any reason whatsoever, to employ, maintain in its employ, or adequately provide for the Personnel necessary to keep the Concession open for public patronage.

ARTICLE IX. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

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

- A. Compliance with Regulations: Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: Concessionaire, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or

indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and
 9. Title IX of the Education Amendments of 1972, as amended, which prohibits Concessionaire from discriminating because of sex in education programs or activities (20 U.S.C., 1681 et seq).
- C. Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurement of materials, or leases

of equipment, each potential subcontractor or supplier will be notified by Concessionaire of Concessionaire's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- D. Information and Reports. Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Concessionaire's noncompliance with the nondiscrimination provisions of this Contract, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to Concessionaire under this Contract until Concessionaire complies; and/or
 - 2. Canceling, terminating or suspending this Contract, in whole or in part.
- F. Incorporation of Provisions. Concessionaire will include the provisions above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Concessionaire 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 Concessionaire becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Concessionaire may request Authority to enter into any litigation to protect the interests of Authority. In addition, Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE X. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) ASSURANCE AND PARTICIPATION

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, incorporated herein by reference (ACDBE Program). In advancing the Authority ACDBE Program, Concessionaire agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the Authority ACDBE Program, have a fair opportunity to participate in the performance of this Contract. Concessionaire will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Contract.

SECTION X.1 NON-DISCRIMINATION AND ASSURANCE REQUIREMENTS

- A. Concessionaire and any subcontractor of Concessionaire will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Concessionaire will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by Concessionaire to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. This Contract is subject to the requirements of U. S. Department of Transportation Regulation 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- C. Concessionaire agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further.
- D. Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Concessionaire will fully comply with the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) as amended from time to time.
- E. In the event of breach of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate this Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

SECTION X.2 ACDBE PARTICIPATION AND COMPLIANCE

- A. ACDBE Goal. A goal of 0% for ACDBE participation has been established for this Contract. Concessionaire will make a good faith effort, in accordance with Authority's ACDBE Program, throughout the Term of this Contract, to contract with ACDBE firms certified under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Contract.
- B. ACDBE Termination and Substitution. To the extent applicable, Concessionaire will not terminate an ACDBE for convenience without Authority prior written consent. If an ACDBE

is terminated by Concessionaire with Authority consent or because of the ACDBE's default, Concessionaire must make good faith efforts, in accordance with the requirements of 49 CFR Part 26.53(g), to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.

- C. Monitoring. Authority will monitor the compliance of Concessionaire in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article including, but not limited to, records, records of expenditures, contracts between Concessionaire and the ACDBE participants, and other records pertaining to the ACDBE participation plan, which Concessionaire will maintain for a minimum of three (3) years following the termination of this Contract. The extent of ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all subleases or subcontracts utilized by Concessionaire for the achievement of this Article.

ARTICLE XI. CONSTRUCTION AND CAPITAL INVESTMENT

SECTION XI.1 CONSTRUCTION BY CONCESSIONAIRE

Concessionaire shall not make any improvements or modifications, do any construction work on the Premises, or alter, modify, or make additions, improvements, replacements or repairs, except emergency repairs, to any structure now existing or built without prior written approval of Authority. Concessionaire shall not install any fixtures, other than Trade Fixtures, without the prior written approval of Authority. In the event that any construction, improvement, alteration, modification, addition, repair, excluding emergency repairs, or replacement is made without Authority approval, or done in a manner other than as approved, Authority may, at its discretion, (i) terminate this Contract in accordance with the provisions herein; or (ii) require Concessionaire to remove the same; or (iii) require Concessionaire to change the same to the satisfaction of Authority. In case of any failure on the part of Concessionaire to comply, Authority may, in addition to any other remedies available to it at law or in equity, effect the removal or change referenced above in this Section and Concessionaire shall pay the cost thereof to Authority plus 15% of the costs for administration.

SECTION XI.2 AUTHORITY STANDARDS

In its design and construction work on the Premises, Concessionaire will fully comply with the Concessions Design Criteria Manual and Tenant Work Permit Handbook. Authority reserves the right to amend the Concessions Design Criteria Manual and Tenant Work Permit Handbook during the Term. Concessionaire agrees to comply with the Concessions Design Criteria Manual and Tenant Work Permit Handbook in effect as of the date of any construction it undertakes.

SECTION XI.3 STRUCTURAL ALTERATIONS

The Concessionaire will make no structural alterations to the Premises without the prior written consent of the Authority.

SECTION XI.4 ALTERATIONS AND IMPROVEMENTS TO AIRPORT

The Concessionaire acknowledges that from time to time the Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Main Terminal, Airport Terminals and/or the Airport that may temporarily affect the Concessionaire's operations hereunder. The Concessionaire agrees to accommodate the Authority in such matters, even though the Concessionaire's activities may be inconvenienced, and the Concessionaire agrees that no liability will attach to the Authority or any indemnified party by reason of such inconvenience or impairment.

SECTION XI.5 REMOVAL AND DEMOLITION

The Concessionaire and its subcontractors will not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the Authority, which may, at its sole discretion, condition such consent upon the obligation of the Concessionaire, at the Concessionaire's cost, to replace the same by an improvement specified in such consent.

SECTION XI.6 APPROVALS EXTENDED TO ARCHITECTURAL AND AESTHETIC MATTERS

Approval of the Authority to any improvements to the Premises will extend to and include architectural and aesthetic matters. The Authority reserves the right to reject any design layouts or design proposals submitted by the Concessionaire and to require the Concessionaire to resubmit any such layouts or proposals at the Concessionaire's expense until such design layouts and/or design proposals are approved by Authority in writing.

SECTION XI.7 DISPLAY LOCATIONS

The Concessionaire will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface on the Premises without the prior written approval of the Authority. The Concessionaire's displays that are in place on the Effective Date are hereby approved by the Authority.

SECTION XI.8 SIGNAGE

Subject to the terms and conditions described herein, Concessionaire shall have the right to install and maintain signs on the Premises, provided that the design, installation and maintenance of all signs shall be subject to the terms of this Section and comply with the Concessions Design Criteria Manual. Concessionaire further acknowledges the desire of Authority to maintain a high level of aesthetic quality in all Concession facilities throughout the Main Terminal and Airport Terminals. Therefore, Concessionaire covenants and agrees that in the exercise of its privilege to install and maintain appropriate signs on the Premises, as provided herein, it will submit to Authority, for its review and approval, the size, design, content, construction or fabrication and intended location of each and every sign Concessionaire proposes to install on or within the Premises. Concessionaire shall not install signs of any type on or within the Premises without prior written approval of Authority, which approval shall not be unreasonably withheld or denied.

if the proposal is in compliance with the Concessions Design Criteria Manual, and other Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives governing signage.

SECTION XI.9 CEILING

The Concessionaire will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above the Premises without the prior written approval of the Authority

SECTION XI.10 CONCESSIONAIRE IMPROVEMENTS

Except for routine maintenance on installed equipment, an Authority tenant work permit is required any time the Concessionaire performs or hires an outside contractor to perform any construction on or modification or alterations to the Premises. The Concessionaire will make no improvements or alterations whatsoever to the Common Areas. The Concessionaire will make no improvements or alterations whatsoever to the Premises without the prior written approval of the Authority under the tenant work permit, which consent will not be unreasonably withheld or delayed. Within thirty (30) Days after receipt by the Authority of the Concessionaire's plans and specifications for any construction on or modification or alterations to the Premises, the Authority will inform the Concessionaire that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.

SECTION XI.11 DEVELOPMENT SCHEDULE

No later than thirty (30) Days after the Effective Date, or at such later date as Authority may agree, Concessionaire and Authority will meet for the Pre-Design Meeting described in the Concessions Design Criteria Manual. Within seven (7) Days after the Pre-Design Meeting, Concessionaire must submit to Authority, for its approval, a schedule that sets forth for each of the Concession Location(s) the anticipated dates of design submittals and reviews, the anticipated installation date, and the anticipated date of completion of the initial Approved Project (hereinafter referred to as Development Schedule). Upon approval by Authority, the Development Schedule will be attached hereto as Exhibit E, Development Schedule, and will be confirmed by letter executed by the Director of Concessions, without need for formal amendment of this Contract.

The Concessionaire will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the final plans. All improvements and displays installed by the Concessionaire on the Premises will be of high quality, safe, and fire-resistant materials.

All plans and specifications for the improvements, displays and equipment constructed or installed by the Concessionaire will conform to all applicable laws. The Concessionaire will obtain, at its own expense, all necessary building permits.

SECTION XI.12 SUBMITTAL AND APPROVAL OF PLANS

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- A. Submittal of Plans. Prior to Concessionaire's commencement of any construction activities on the Premises at any time during the Term, Concessionaire shall submit plans and specifications that conform to all of the requirements of the Concessions Design Criteria Manual to Authority for review and approval. No construction work shall commence until Authority has approved the plans and specifications and has issued a Notice to Proceed.

Concessionaire shall submit plans and specifications, in the form and number stated in the Concessions Design Criteria Manual, for each of the Concession Location(s) and Support Space(s) in accordance with the Development Schedule. Authority will review and respond to submittals of plans and specifications within ten (10) Days or provide notice to Concessionaire that the review time has been extended. In the event of disapproval by Authority of any portion of any submittal of plans and specifications, Concessionaire shall promptly make modifications and revisions and re-submit for approval by Authority.

- B. Disclaimer of Compliance with Laws or Codes. The approval by Authority of any plans and specifications refers to the conformity of such plans and specifications to the Concessions Design Criteria Manual and other Authority standards. Approval of any plans and specifications by Authority does not constitute Authority's representation or warranty as to their conformity with applicable laws, statutes, codes, or permits and responsibility therefore at all times remains with Concessionaire.
- C. Design and Permitting. Concessionaire shall be responsible, at its sole cost and expense, for the costs of design and permitting of all improvements within the Premises and shall not commence any work with respect to an Approved Project until all governmental permits and approvals with respect to the Approved Project have been obtained. At no cost or liability to Authority, Authority shall cooperate in all reasonable respects with Concessionaire's efforts to obtain such permits and approvals, which cooperation shall include, without limitation, the execution of such instruments as may be required by governmental authorities in order for Concessionaire to apply for and obtain such permits and approvals.

SECTION XI.13 CONSTRUCTION

Concessionaire agrees that all construction work to be performed, including all workmanship and materials, shall be of First Class quality and in accordance with the Approved Project and the Development Schedule. All construction shall be performed in accordance with the requirements of this Contract, the Concessions Design Criteria Manual, the Tenant Work Permit Handbook, and applicable laws, regulations, ordinances, codes and permits. Authority and its designees shall have the right from time to time to inspect each Approved Project.

SECTION XI.14 COMPLETION OF CONSTRUCTION

For each Approved Project, Concessionaire shall conform to Project Closeout Activities set forth

in the Concessions Design Criteria Manual.

SECTION XI.15 TITLE TO IMPROVEMENTS

All Leasehold Improvements made to the Premises by Concessionaire, and any additions and alterations thereto made by Concessionaire, will be and remain the property of Concessionaire until the termination of this Contract, whether by expiration of the Term, cancellation, forfeiture or otherwise, at which time said Leasehold Improvements will become the property of Authority at no cost to Authority, except if Authority reclaims space pursuant to the terms of this Contract. Subject to the provisions of this Contract, including, but not limited to, the Authority Lien described herein, Trade Fixtures, inventory, expendables, and other personal property remain property of Concessionaire.

SECTION XI.16 CONDITIONS

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

- A. The Concessionaire will obtain at the Concessionaire's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other applicable laws of all appropriate governmental authorities.
- B. The Concessionaire agrees that all construction will conform to the Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with the Authority's tenant work permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. The Concessionaire agrees to hire only licensed contractors and subcontractors.
- D. The Concessionaire covenants and agrees to pay all costs necessary to complete approved alterations or improvements. The Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested or required by the Authority or any other governmental authority.
- E. The Concessionaire agrees to be solely responsible for any damage to the Premises, Common Areas, or Airport property resulting from the Concessionaire's construction of improvements or alterations.

SECTION XI.17 COMPLETION OF IMPROVEMENTS

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

SECTION XI.18 PERMITS AND LICENSES

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

SECTION XI.19 QUALITY ASSURANCE

Concessionaire will be solely responsible for the quality of all Services furnished by Concessionaire, its Personnel, employees and/or its subcontractors under this Contract. All Services furnished by Concessionaire, its Personnel, employees and/or its subcontractors must be performed in accordance with industry standard, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Concessionaire's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

ARTICLE XII. DISCLAIMER OF LIENS

The interest of Authority in the Premises will not be subject to liens for any work, labor, materials or improvements made by or for Concessionaire to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire. It is specifically understood and agreed by Concessionaire that in no event will Authority or the interest of Authority in the Premises be liable for or subject to any mechanic's, laborer's or materialmen's liens for materials furnished, improvements, labor or work made by or for Concessionaire to the Premises. Concessionaire is specifically prohibited from pledging, liening, or otherwise encumbering any assets located at the Airport or any interest in this Contract without prior, written approval by the Authority. Concessionaire is specifically prohibited from subjecting Authority interest in the Premises to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Concessionaire or for any materials, improvements or work for which Concessionaire is responsible for payment. Concessionaire will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Premises or Authority, including attorney fees incurred by Authority. Concessionaire will provide notice of this disclaimer of liens to all contractors or subcontractors providing any materials or making any improvements to the Premises.

In the event any construction, mechanic's, laborer's, materialmen's or other lien or notice of lien is filed against any portion of the Premises for any work, labor or materials furnished to the Premises, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire, Concessionaire will cause any such lien to be discharged of record within 30 Days after notice of filing thereof by payment bond or otherwise or by posting with a reputable title Concessionaire or other escrow agent acceptable to Authority, security reasonably satisfactory to Authority to secure payment of such lien, if requested by Authority, while Concessionaire contests to conclusion the claim giving rise to such lien.

Article XIII. MAINTENANCE, UTILITIES AND REPAIRS

SECTION XIII.1 CONCESSIONAIRE'S MAINTENANCE OBLIGATIONS

Except for such maintenance of the Premises as is to be provided by Authority hereunder, Concessionaire shall, at its own cost and expense, maintain the Premises and every part thereof, including Trade Fixtures and personal property, in good appearance and repair, and in a safe, First Class condition. Concessionaire shall maintain, repair, replace, paint, or otherwise finish all Leasehold Improvements on the Premises, including, without limitation, walls, partitions, floors, ceilings, windows, doors, glass and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by Authority. All of the maintenance, repairs, finishing and replacements shall be of quality equal to or better than the original in materials and workmanship. All work, including finishing colors, shall be subject to the prior written approval of Authority.

If it is determined that the maintenance is not in compliance with this Contract, Authority shall so notify Concessionaire in writing. If the maintenance required to be performed as provided in the Authority notice to Concessionaire is not commenced by Concessionaire within five (5) Days after receipt of notice, or is thereafter not diligently executed to completion, Authority or its representative shall have the right to enter upon the Premises and perform the maintenance, and Concessionaire agrees to promptly reimburse Authority for the cost thereof, plus an administrative fee equal to 15 percent (15%) of the maintenance costs.

Any hazardous or potentially hazardous condition on the Premises shall be corrected immediately upon receipt of a verbal or written notice from Authority. At the sole discretion of Authority, Concessionaire shall close the Premises or affected portion thereof until the hazardous or potentially hazardous condition is corrected.

Concessionaire agrees to comply with all present and future laws, orders and regulations, including any rules, regulations and procedures promulgated by Authority regarding Authority provided maintenance within the Main Terminal and Airport Terminals in which the Concession Location(s) are located. If and when any system for Authority provided maintenance is put in place that can allocate to Concessionaire its proportional share of the cost, Concessionaire must pay its proportional share of the actual costs for the Authority provided maintenance.

SECTION XIII.2 AUTHORITY MAINTENANCE AND UTILITY OBLIGATIONS

Authority shall provide structural maintenance of the Airport Terminals buildings and, except as provided below, maintain and repair the exterior walls of the Premises in the Main Terminal and Airport Terminals buildings. However, maintenance of all interior and exterior walls constructed or remodeled by Concessionaire shall be Concessionaire's responsibility.

Authority provides utility mains and lines throughout the Main Terminal and Airport Terminals buildings. Concessionaire, at its sole cost, shall tie into the utility mains and lines at the locations as specified by Authority. Supplemental heated or cooled air, electrical or other utilities required

by Concessionaire in excess of what is customarily available in the Main Terminal and Airport Terminals buildings will be, if approved by Authority, at the expense of Concessionaire.

Authority or its representative may, at Authority sole discretion, maintain the utilities within the Premises and in doing so shall be permitted to enter upon the Premises at all reasonable times to make any repairs, replacements and alterations as may, in the opinion of Authority, be deemed necessary. Furthermore, Concessionaire will permit Authority or its representatives access to construct or install over, on, in, or under the Premises, new systems, pipes, lines, mains, wires, conduits, ducts and equipment; provided, however, that Authority shall exercise such right in a manner that minimizes interference with Concessionaire's operations.

Authority agrees that it will at all times maintain and keep utility mains and lines in good repair in the Airport Terminals buildings and all appurtenances, facilities and services now or hereafter connected therewith; provided, however, Concessionaire's sole remedy for interruption of any utilities provided by Authority shall be an abatement of the Premises Rent. Concessionaire shall have no remedy against Authority for interruption of any utilities or failure of any utilities not caused by Authority.

Authority owns and maintains the Airport's cabling infrastructure supporting telephone and data transmission generated within, to and from the Premises (Data Network Distribution System). Concessionaire may use the Authority Data Network Distribution System for voice and data connectivity. Concessionaire is required to pay Authority, for dial tone or internet access for Concessionaire's telephone services and communication systems. Authority will provide annual maintenance and any repairs needed for the fiber optic cable within the Data Network Distribution System. Relocation of the fiber cable or additional strands of fiber cable will be at Concessionaire's expense. If Concessionaire installs Electronic Visual Information Display systems (EVIDS), Concessionaire will be required to use the Authority Data Network Distribution System. Installation and ongoing maintenance of EVIDS will be at Concessionaire's expense, paid to the Authority.

SECTION XIII.3 AUTHORITY PERFORMANCE OF CONCESSIONAIRE'S OPERATING OBLIGATIONS

Concessionaire acknowledges its obligation to perform, at its cost and expense, Concessionaire's Operating Obligations. Authority has determined, in consideration of Airport security, public safety, and operating efficiency, that it is in Authority best interest to perform, on Concessionaire's behalf and for the benefit of Concessionaire, certain of these Concessionaire Operating Obligations, as set forth in the Summary of Contract Provisions.

Authority may, in its sole discretion, add to, delete from, or otherwise modify the Concessions Services during the Term. Authority will provide no less than 30 Days' written notice of the effective date of any modification to the Concessions Services to Concessionaire. Concessionaire agrees to cooperate with Authority in the implementation and performance of the Concessions Services.

The Parties agree to modify the Summary of Contract Provisions to reflect modifications in the Concessions Services. Any such modification will be confirmed by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment of this Contract.

ARTICLE XIV. DEFAULT, REMEDIES AND TERMINATION RIGHTS

SECTION XIV.1 EVENTS OF DEFAULT

The following events will be deemed events of default (each an Event of Default) by the Concessionaire:

- A. The failure or omission by Concessionaire to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
- B. Being in arrears in the payment of the whole or any part of the rentals, fees and charges agreed upon hereunder for a period of ten (10) Days after notice of such default to Concessionaire.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract, failure to perform any of the provisions of this Contract, or any other agreement between Authority and Concessionaire, and Concessionaire's failure to discontinue that business or those acts within thirty (30) Days of receipt by Concessionaire of Authority written notice to cease said business or acts (which 30 Day notice and cure period shall also satisfy the 30-Day notice requirement of the Authority Remedies Section herein).
- D. The divestiture of Concessionaire's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
- E. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Concessionaire's assets; or the insolvency of Concessionaire; or if Concessionaire will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Concessionaire of a voluntary petition of bankruptcy or the institution of proceedings against Concessionaire for the adjudication of Concessionaire as bankrupt pursuant thereto.
- F. Concessionaire's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

SECTION XIV.2 AUTHORITY REMEDIES

In the event of any of the foregoing Events of Default of Concessionaire, and following thirty (30)

Days notice by Authority and Concessionaire's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Concessionaire's rights under this Contract and, in accordance with law, take possession of the Premises. In doing so, Authority will not be deemed to have thereby accepted a surrender of the Premises, and Concessionaire will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Concessionaire's breach of any of the covenants of this Contract; or
- B. Treat this Contract as remaining in existence, and cure Concessionaire's default by performing or paying the obligation which Concessionaire has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Concessionaire's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at eighteen percent (18%) per annum to the maximum extent permitted by law; or
- C. Declare this Contract to be terminated, ended, null and void, and reclaim possession of the Premises, whereupon all rights and interest of Concessionaire in the Premises will immediately end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure, or omission of Authority to re-enter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Premises. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

SECTION XIV.3 CONCESSIONAIRE REMEDIES

Upon thirty (30) Days written notice to Authority, Concessionaire may terminate this Contract and all of its obligations hereunder, if Concessionaire is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the inability of Concessionaire to use Airport for a period of longer than ninety (90)

consecutive Days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Concessionaire from operating its business for a period of ninety (90) consecutive Days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Concessionaire.

SECTION XIV.4 CONTINUING RESPONSIBILITIES OF CONCESSIONAIRE

Notwithstanding the occurrence of any Event of Default, Concessionaire will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless Authority elects to cancel this Contract, Concessionaire will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract.

ARTICLE XV. INDEMNIFICATION

To the maximum extent permitted by Florida law, in addition to the Concessionaire's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Concessionaire will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Contract;
4. performance, non-performance or purported performance of this Contract;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive or Federal Circular;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Concessionaire or Concessionaire's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Concessionaire, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, 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 claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

In addition to the duty to indemnify and hold harmless, Concessionaire will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and

volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, 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 the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Contract;
4. performance, non-performance or purported performance of this Contract;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal Directive, Federal Circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

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

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, Concessionaire agrees to the following: To the maximum extent permitted by Florida law, Concessionaire will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Concessionaire and persons employed or utilized by Concessionaire in the performance of this Contract.

If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract, or (iii) \$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 Contract.

Concessionaire's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

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, the Concessionaire shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Concessionaire and persons employed or utilized by the Concessionaire in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Concessionaire of any of its obligations under this Article.

If the above paragraphs or any part of the above paragraphs are deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict

ARTICLE XVI. INSURANCE

SECTION XVI.1 INSURANCE TERMS AND CONDITIONS

Concessionaire must maintain the following limits and coverages uninterrupted or amended through the Term of this Contract. In the event the Concessionaire 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 and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

Concessionaire agrees the required insurance shall be primary and not contributory to any other valid and collectible insurance the Authority may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.

SECTION XVI.2 REQUIRED COVERAGES

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

A. COMMERCIAL GENERAL LIABILITY

The minimum limits of insurance covering the Services performed pursuant to this Contract 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 Concessionaire under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Concessionaire in connection with this Contract. Coverage shall 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.

	Contract Specific
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

B. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The minimum limits of insurance are:

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

C. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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 Contract are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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In the event the Concessionaire operates vehicles on the airport operations area (AOA) used or intended to be used for aircraft landings, the minimum limits of Business Automobile Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

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

Property insurance will be written on an All-Risk coverage form. Such property insurance will be written on a Replacement Cost Basis. This insurance will cover any existing or hereafter constructed (including while under construction) buildings, structures, or any other improvements to real property located on the Premises. Such insurance will include Authority as an Additional Insured and Loss Payee. The amount of this coverage shall be an amount equal to the cost of Concessionaire's improvements, and Concessionaire's Furniture, Fixtures, and Equipment with a maximum deductible for other than windstorm or hail shall be \$50,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be 5% of the Total Insured Value of all covered property located on the Premises. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Concessionaire.

E. BUSINESS INTERRUPTION INSURANCE

Concessionaire shall obtain and maintain Business Interruption and Income Loss Insurance with coverage limits of not less than 12 months of the Concessionaire's average net income, plus 12 months of estimated operating expenses that will continue during any interruption of the Concessionaire's regular operations.

F. COMMERCIAL CRIME INSURANCE

The minimum limits of Commercial Crime insurance, including coverage for losses to "Clients' Property", on a form no more restrictive than ISO form CG 04 01 08 13, covering, but not limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders and counterfeit currency, depositors forgery, computer fraud, on-premises and in-transit are:

Each Occurrence	\$1,000,000
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H. **CUSTOMER CLAIMS, ISSUES OR COMPLAINTS**

All customer claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat related to the Concessionaire will be promptly handled, addressed and resolved by the Concessionaire. The Concessionaire will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority 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.

I. **INCIDENT NOTIFICATION**

The Concessionaire 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. **WAIVER OF SUBROGATION**

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

SECTION XVI.3 CONDITIONS OF ACCEPTANCE

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

time to time, and which can be provided upon request.

ARTICLE XVII. GUARANTEES

SECTION XVII.1 FIDELITY GUARANTY

Concessionaire will provide to Authority a primary commercial blanket bond or an employee dishonest insurance policy covering all Concessionaire's Personnel under this Contract in the amount of \$10,000.00 each loss, to reimburse Authority for monetary losses experienced due to the dishonest acts of Concessionaire's Personnel.

SECTION XVII.2 PERFORMANCE GUARANTY

Concessionaire will provide the Authority with a performance guaranty or letter of credit in the sum of \$10,000.00, guaranteeing that Concessionaire will faithfully perform its duties as prescribed in this Contract.

SECTION XVII.3 PAYMENT GUARANTY

Concessionaire will provide to Authority a payment bond or letter of credit in the sum of \$10,000.00, guaranteeing Concessionaire will promptly make payment to all persons supplying it labor, materials, supplies and services used directly or indirectly by the Concessionaire under this Contract.

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

ARTICLE XVIII. SECURITY FOR PERFORMANCE

SECTION XVIII.1 FORM OF SECURITY DEPOSIT

To secure payment for fees, charges and other payments required hereunder, Concessionaire will post with Authority a surety bond or irrevocable letter of credit drawn in favor of the Authority (Security Deposit).

The Security Deposit will be maintained throughout the Term of this Contract and any holdover or extension and will be in an amount equal to the sum of the Privilege Fee payable to Authority hereunder for a period of three (3) months. The Security Deposit will be issued by a bank or surety provider acceptable to Authority and authorized to do business in the State of Florida and will be

in a form and content satisfactory to Authority. Each time the Security Deposit expires it shall be renewed at the amount equal to the sum of the Privilege Fee payable for a period of three months then in effect. The Concessionaire shall provide the Authority with a renewal or replacement Security Deposit no later than sixty (60) Days prior to the date of expiration.

Concessionaire shall furnish the Security Deposit within ten (10) Days of the Effective Date as security for the full performance of every provision of this Contract by Concessionaire. Failure to maintain the Security Deposit as set forth herein shall be an Event of Default hereunder.

SECTION XVIII.2 APPLICATION OF SECURITY DEPOSIT

In the event Concessionaire fails to perform the payment terms and conditions of this Contract, Authority, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Concessionaire's obligations under this Contract. In such an event, within five Days after notice, Concessionaire will restore the Security Deposit to its original amount. Authority will not be required to pay Concessionaire any interest on the Security Deposit.

SECTION XVIII.3 RELEASE OF SECURITY DEPOSIT

The release of the Security Deposit will be subject to the satisfactory performance by Concessionaire of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Contract, the release of Security Deposit will not occur until all fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Concessionaire's audit or has successfully conducted an audit in accordance with the provisions of the Authority Right to Perform Audits, Inspections, or Attestation Engagement Section of this Contract. In the event of a dispute as to the condition of the Premises, only the amount in dispute will be retained for remedy. Authority shall release the Security Deposit without interest within 30 Days of meeting the above requirements.

SECTION XVIII.4 GUARANTY OF CONTRACT

This Contract is contingent upon execution of a Guaranty of Contract by the person or entity designated, in the form shown in Exhibit F, Form of Guaranty of Contract.

ARTICLE XIX. PROPERTY DAMAGE

SECTION XIX.1 PARTIAL DAMAGE

In the event all or a portion of the Premises are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Concessionaire will give Authority immediate notice thereof, and Authority will make the repairs within a reasonable period of time, at its own cost and expense.

SECTION XIX.2 EXTENSIVE DAMAGE

In the event damages as referenced in Paragraph XIX.1 above are so extensive as to render all or a significant portion of the Premises unusable, but capable of being repaired as determined in Authority sole discretion within one hundred twenty (120) Days, Concessionaire will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

SECTION XIX.3 COMPLETE DESTRUCTION

In the event the Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Premises unusable and the Premises cannot be repaired as determined in Authority sole discretion within one hundred twenty (120) Days, Concessionaire will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, or reconstruct the Premises. In the event Authority elects not to repair, replace, or reconstruct the Premises, Authority will not be required to grant alternative areas and this Contract, and the obligations of the Parties hereunder will terminate.

SECTION XIX.4 ABATEMENT OF FEES

In the event of extensive damage or complete destruction as referenced in Paragraphs above, the portion of the MAPF attributable to unusable Premises will abate from the date of casualty until such time as Authority issues notice to Concessionaire that the unusable portion of the Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of Concessionaire, including negligence, Concessionaire's MAPF will not abate, and Concessionaire will be responsible for all costs to repair or rebuild that portion of the Premises damaged or destroyed as a result of Concessionaire's act or omission.

SECTION XIX.5 LIMITS OF AUTHORITY OBLIGATIONS DEFINED

Redecoration, replacement, and refurbishment of furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Concessionaire and any such redecoration and refurbishing or re-equipping will be of equivalent quality to that originally installed hereunder. Authority will not be responsible to Concessionaire for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises regardless of cause of damage.

SECTION XIX.6 ALTERNATE SPACE

While Authority makes repairs to the Premises in accordance with the terms of this Article, Authority will make reasonable efforts to provide Concessionaire with alternate areas acceptable to Concessionaire to continue its operation.

SECTION XIX.7 WAIVER OF SUBROGATION

Concessionaire, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Contract, waives all rights against Authority, members of Authority's governing body and Authority officers, volunteers and employees, for

damages or loss to the extent covered and paid for by any insurance maintained by Concessionaire.

ARTICLE XX. DAMAGING ACTIVITIES

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

The term "Hazardous" will mean:

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

ARTICLE XXI. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

Concessionaire, its officers, Personnel, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations

and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Concessionaire, its officers, Personnel, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Concessionaire or Authority by the Federal Government including but not limited to, FAA or TSA. If Concessionaire, its officers, Personnel, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Concessionaire will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Concessionaire within 15 Days from the date of written notice

ARTICLE XXII. AIRPORT SECURITY

Concessionaire, its officers, authorized officials, Personnel, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Concessionaire or Authority by the FAA or TSA. If Concessionaire, its officers, authorized officials, Personnel, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Concessionaire will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Concessionaire within fifteen (15) Days from the date of the invoice or written notice.

ARTICLE XXIII. AMERICANS WITH DISABILITIES ACT

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

ARTICLE XXIV. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Concessionaire, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Concessionaire or subcontractor. If the Concessionaire enters into a contract with a subcontractor, the Concessionaire must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or

subcontract with an unauthorized alien.

ARTICLE XXV. FAA APPROVAL

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

ARTICLE XXVI. RIGHT OF FLIGHT

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

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

ARTICLE XXVII. AGENT FOR SERVICE OF PROCESS

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

ARTICLE XXVIII. FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive Days, then this Contract will terminate and the Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, the Concessionaire's obligation to pay rent will cease; however, nothing herein will be construed as relieving either Party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE XXIX. PROPERTY RIGHTS RESERVED

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

ARTICLE XXX. ASSIGNMENT AND SUBCONTRACT

Concessionaire will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Concessionaire will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Concessionaire will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE XXXI. TENANCY

The undersigned representative of Concessionaire hereby warrants and certifies to Authority that Concessionaire is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and

empowered to bind the organization to the terms of this Contract by his or her signature thereto.

ARTICLE XXXII. NON-EXCLUSIVE RIGHTS

This Contract 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. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Contract are non-exclusive and the Authority herein reserves the right to grant similar privileges to other parties on other parts of the Airport.

ARTICLE XXXIII. WAIVER OF CLAIMS

Concessionaire hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE XXXIV. RIGHT TO DEVELOP AIRPORT

It is covenanted and agreed that Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Concessionaire or its subcontractors and without interference or hindrance.

ARTICLE XXXV. APPLICABLE LAW AND VENUE

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

The Concessionaire hereby waives any claim against the Authority and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE XXXVI. RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Contract as a condition precedent

to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder. Article XXXVII. HEADINGS

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

ARTICLE XXXVIII. CONTRACT MADE IN FLORIDA

This Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations, and liabilities of Authority and Concessionaire related to this Contract are expressly set forth herein and this Contract can only be amended in writing and agreed to by both Parties.

ARTICLE XXXIX. NOTICES AND COMMUNICATIONS

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

**TO AUTHORITY:
(MAIL DELIVERY)**

Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, Florida 33622-2287
Attn: Chief Executive Officer

**TO CONCESSIONAIRE:
(MAIL DELIVERY)**

AIClear, LLC
85 Tenth Ave, Floor 9
New York, NY 10011

OR

(HAND DELIVERY)

Hillsborough County Aviation Authority
5411 SkyCenter Drive Suite 500
Tampa, Florida 33607-1470
Attn: Chief Executive Officer

(HAND DELIVERY)

Same as above

or to such other address as either party may designate in writing by notice to the other Party

delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required. Concessionaire will notify Authority in writing within 10 Days following any change in Concessionaire's name, Concessionaire's address and/or Concessionaire's representative indicated above.

ARTICLE XL. SUBORDINATION TO TRUST AGREEMENT

This Contract and all rights of Concessionaire hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Concessionaire hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

ARTICLE XLI. RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

SECTION XLI. 1 RADON GAS

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

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

SECTION XLI. 2 OTHER PROPERTY CONDITIONS

- A. Areas of Authority property are impacted by the past release of pollutants that are regulated by FDEP. This is the result of historical airport operations, commercial and industrial activities that occurred prior to property acquisition, or naturally-occurring conditions. FDEP manages the State's site restoration program. FDEP requires site restoration to be commensurate with land use, public health and the environment. These provisions allow low levels of contaminants to remain in place and run with the land subject to the implementation of required controls including but not limited to property use restrictions, activity and use limitations, institutional controls, or engineering controls. At the Airport, the Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for the Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and

requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to the Airport, the same protections and standards are generally applied at all Authority property including the general aviation airports.

- B. As restoration projects are completed on Authority property, documents and maps are submitted to FDEP. FDEP maintains this information in an information repository that provides a self-service portal called Map Direct that allows map viewing and document download. Areas of Authority property that are undergoing a site restoration project, or have achieved a closed status, can be viewed in Map Direct. The Soil and Groundwater Use Regulations and links to State radon protection maps and other property condition maps are posted on the Authority website at www.TampaAirport.com > Business & Community > Airport Operations > Other Links and Resources > Radon Gas and Other Property Conditions.

ARTICLE XLII. AUTHORITY APPROVALS

Except as otherwise indicated elsewhere in this Contract, wherever in this Contract approvals are required to be given or received by the Authority, it is understood that the CEO, or a designee of the CEO, is hereby empowered to act on behalf of the Authority.

ARTICLE XLIII. INVALIDITY OF CLAUSES

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

ARTICLE XLIV. TIME IS OF THE ESSENCE

Time is of the essence of this Contract.

ARTICLE XLV. SEVERABILITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Contract which are severable shall be unaffected.

ARTICLE XLVI. TAXES

Concessionaire will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and ad valorem taxes of any kind, against the Premises, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the Concession or leasehold estate which are created herein, or which result from Concessionaire's occupancy or use of the Premises or assessed on any payments made by Concessionaire hereunder, whether levied against Concessionaire or Authority. Concessionaire

will also pay any other taxes, fees, or assessments against the Premises or leasehold estate created herein. Concessionaire will pay the taxes, fees, or assessments reflected in a notice Concessionaire receives from the Authority within 30 Days after Concessionaire's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Concessionaire and Concessionaire will remit payment directly to the taxing authority, in such instance. Concessionaire may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority. Concessionaire shall pay to Authority, with each payment of the Privilege Fee to Authority, all sales or other taxes which may be due with respect to such payments, and upon receipt, Authority shall remit such taxes to the applicable taxing authorities.

ARTICLE XLVII. SIGNATURES

SECTION XLVII.1 SIGNATURE OF PARTIES

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Concessionaire.

SECTION XLVII.2 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

ARTICLE XLVIII. MISCELLANEOUS

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

ARTICLE XLIX. OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, software, or other material, regardless of the physical form or characteristics, made by Concessionaire or its employees incident to, or in the course of, Services, with the exception of Concessionaire intellectual property, will be and remain the property of Authority.

ARTICLE L. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Concessionaire hereby warrants and certifies to Authority that Concessionaire is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Contract by his or her signature thereto and neither Concessionaire, its officers or any holders of more than five percent (5%) of

the voting stock of Concessionaire have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Contract with Public Entities. If Concessionaire is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Concessionaire represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Contract.

ARTICLE LI. CONTRACT CHANGES

A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Contract:

1. a change in the Scope of Services, if any;
2. a change of the Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Contract time, if any; and
5. changes to the terms and conditions of this Contract including, but not limited to, the ACDBE percentage rate, if any.

ARTICLE LII. SCRUTINIZED COMPANIES LIST

Concessionaire is required to complete Exhibit G, Scrutinized Concessionaire Certification, at the time this Contract is executed and to complete a new Exhibit G for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Concessionaire submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5), has been placed on the Scrutinized Companies with Activities in Sudan List, has been engaged in business operations in Cuba or Syria, has been placed on a list created pursuant to Florida Statute Section 215.743 relating to scrutinized active business operations in Iran, has been placed on the Scrutinized Companies or Other Entities that Boycott Israel list, or is engaged in a boycott of Israel.

ARTICLE LIII. ANTI-HUMAN TRAFFICKING LAWS

Concessionaire is required to complete Exhibit H, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Contract is executed and to complete a new Exhibit H for each renewal option period, if any.

This Contract will be terminated in accordance with Florida Statute Section 787.06 if it is found that Concessionaire submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (14).

ARTICLE LIV. RELATIONSHIP OF PARTIES

The Concessionaire is and will be deemed to be an independent contractor and operator to all parties responsible for its acts or omissions, and the Authority will in no way be responsible for Concessionaire's acts or omissions.

ARTICLE LV. COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

- A. Keep and maintain public records required by the Authority in order to perform the Services contemplated by this Contract.
- B. Upon request from the Authority custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of the Term of this Contract and following completion of the Term of this Contract.
- D. Upon completion of the Term of this Contract, keep and maintain public records required by the Authority to perform the Services. The Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority custodian of public records, in a format that is compatible with the information technology systems of the Authority.

The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

ARTICLE LVI. DATA SECURITY

SECTION LVI.1 AUTHORITY DATA

Concessionaire will not attempt to access, and will not allow its Personnel access to, Authority Data or third-party data that is not required for the performance of the Services under this Contract by such Personnel.

Concessionaire represents and warrants that Concessionaire has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access to and retrieval of Authority Data.

Concessionaire is obligated to maintain the confidentiality and security of all Authority Data in connection with the performance of the Services.

Without limiting Concessionaire's other obligations under this Contract, Concessionaire must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority Data; provided that Concessionaire must, at a minimum, encrypt all PII in-transit, in use, and at-rest.

Concessionaire must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures, and other requirements made available to Concessionaire in writing.

Concessionaire must encrypt all Authority Confidential Information. Concessionaire must encrypt the aforementioned in motion, at rest, and in use in a manner that, at a minimum, adheres to Authority's security policies, procedures, and other requirements. Concessionaire must not deviate from this encryption requirement without advance written Authority approval.

Concessionaire must provide to Authority, without charge, the timely application of any Upgrades to software required for Services that are available to third-parties. Software Upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

Concessionaire understands and acknowledges that, to the extent that performance of its obligations under this Contract involves or necessitates the processing of PII, Concessionaire will act only on instructions and directions from Authority.

If Authority is required to provide or rectify information regarding an individual's PII, Concessionaire will reasonably cooperate with Authority to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to Concessionaire, Concessionaire will notify Authority of such request as soon as reasonably practicable.

Concessionaire must implement procedures to minimize the collection of PII.

SECTION LVI.2 NO MALWARE/SURREPTITIOUS CODE

Concessionaire represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority Information Technology environment at any time. If Concessionaire discovers that Malware or surreptitious code has been introduced into software, Concessionaire must, at no additional charge to Authority (a) immediately undertake to remove such Malware, (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority Data or software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, software or equipment.

SECTION LVI.3 DATA PROTECTION LAWS

Concessionaire will comply with all applicable data protection laws, including those that would apply if Concessionaire, rather than the Authority, were the owner or data controller of any Authority Data in its possession or under its control in connection with the Services.

SECTION LVI.4 SECURITY VULNERABILITY MANAGEMENT

Concessionaire shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of system remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed systems or systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

SECTION LVI.5 NOTICE TO AUTHORITY

Concessionaire will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority regarding data security. In the event Concessionaire or Concessionaire's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority Data or third-party data, Concessionaire will promptly, (a) Notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority Data or third-party data was in the possession of Concessionaire at the time of such Data Breach or potential breach, Concessionaire will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority Data that may have been exposed, and, if applicable, any persons whose PII may have been affected or exposed by such Data Breach. Concessionaire must not make any public announcements relating to such Data Breach without Authority's Vice President of Marketing, Communications, and Strategy prior written approval.

SECTION LVI.6 DATA BREACH RESPONSIBILITIES

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority Data, Concessionaire must promptly provide details regarding the

incident, its mitigation efforts, and its corrective action to prevent a future similar incident. Concessionaire must fully cooperate with Authority and is solely responsible for:

1. investigating and resolving any data privacy or security issues;
2. upon request, providing Authority with an AAR including root cause analysis of the Data Breach;
3. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
4. recovering affected data or information, to the extent possible;
5. upon request, providing Authority with a corrective action plan acceptable to Authority; and
6. providing notice to impacted parties.

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

SECTION LVI.7 INCIDENT RESPONSE COSTS

In the event of a Data Breach attributable to an act or omission of Concessionaire, as part of such remediation, Concessionaire must pay all costs and expenses of Authority's compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

SECTION LVI.8 GLOBAL POSITIONING SYSTEM (GPS)

Concessionaire will list any dependency on GPS technology or GPS technology incorporated in their product.

SECTION LVI.9 SYSTEM AND ORGANIZATION CONTROL 2

Authority is committed to ensuring the security, privacy, confidentiality, processing integrity, and availability of systems and data supporting the Authority. At Contract inception and at least annually thereafter, Concessionaire must provide a System and Organization Control 2 Type 2 (SOC 2 Type 2) report, or equivalent as determined by the Authority, prepared by a qualified, licensed, and independent CPA firm or agency accredited by the American Institute of Certified Public Accountants (AICPA). If the Concessionaire SOC 2 Type 2 report covers less than twelve (12) months, Concessionaire will provide a bridge letter to the Authority stating whether processes or controls have changed since the end of the SOC 2 Type 2 coverage period. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion on compliance with the applicable Trust Services Criteria. All third-parties (including but not limited to affiliates, subcontractors, suppliers, and sub-consultants) meeting any aspect of the criteria below must provide a SOC 2 Type 2 report, or equivalent as determined by Authority, before storing, processing, or handling Authority systems

and/or data. SOC2 reports and bridging letters should be emailed to SOC2@TampaAirport.com. In-scope third parties include:

1. Third-parties offering Authority a hosted solution of any kind, whether contained within a private or public cloud infrastructure.
2. Third-parties who will receive Authority Data via manual or automated data feeds.
3. Third-parties processing any transactions on behalf of Authority including, but not limited to, credit card transactions, billing transactions, or payroll transactions.
4. Third-parties who store Authority Data. This does not include email communication exchanged in the course of standard business. Data storage applies to any of the items above, and any time the third-party maintains the data for any extended period.

Note that information contained in the SOC 2 Type 2 report may be confidential and such confidential information will not be disclosed to the public under Section 119.0725, Florida Statutes. It is unlikely that the entire SOC 2 Type 2 report is confidential. It is incumbent upon the Concessionaire to identify any confidential information it reasonably believes is contained in the SOC 2 Type 2 report. The Authority will endeavor to not disclose any such designated information, unless in the Authority's sole judgment, Concessionaire did not reasonably designate the confidential information or unless required by applicable law or court order.

SECTION LVI.10 USE OF ARTIFICIAL INTELLIGENCE

Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Policies, Standard Procedures, Rules and Regulations and applicable laws.

To maintain the security of Authority Data and IT systems, Concessionaire is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Concessionaire is prohibited from inputting, uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Concessionaire's request for approval to use AI. Examples of uses that are prohibited unless the Authority grants prior written consent include, but are not limited to, design, planning, decision making and on-site operations.

Concessionaire acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Concessionaire shall not use such data for any purpose other than to provide Services to the Authority. Specifically, the Concessionaire shall not use Authority Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Concessionaire, without the express written consent of the Authority. The Concessionaire shall take reasonable measures to ensure that Authority Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Authority in the event of any unauthorized use or disclosure of Authority Data.

Concessionaire's request for approval to use AI must be submitted in writing and contain the following:

1. The specific Authority Data to be used;
2. The purpose and intended use of the AI;
3. The potential benefits and risks associated with using the AI;
4. The measures in place to ensure data security and confidentiality;
5. The mechanisms in place for ensuring compliance with applicable laws including, but not limited to, data privacy and data protection laws; and
6. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.

Authority shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.

To maintain the confidentiality of the Authority Data, Concessionaire must only share information with approved Personnel and must not input Sensitive Security Information (SSI) into AI systems. Concessionaire should not input Authority intellectual property into non-approved generative AI applications or enter PII for Authority employees, customers, or other third-parties into any non-approved AI application. Concessionaire should contact the Authority Vice President of Information Technology Services if it is unsure whether it should input certain information.

Concessionaire must implement robust security measures to protect Authority Data from unauthorized access, use or disclosure. This includes, but is not limited to, encryption of data in both transit and at rest; access controls limiting data access to authorized Personnel only; and regular security audits and assessments.

To maintain transparency and protect the Authority from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Authority purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work product created with the assistance of AI. Concessionaire should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. Concessionaire should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Concessionaire will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Concessionaire must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.

Concessionaire should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.

Concessionaire is fully liable for any damages arising out of use of AI and Authority Data.

Upon termination of this Contract, Concessionaire agrees to return all Authority Data to the Authority and securely destroy any copies in its possession, including those stored in any AI or other databases.

Concessionaire shall ensure that all uses of AI adhere to recognized ethical standards guidance, such as the IEEE Global Initiative on Ethics of Autonomous and Intelligent Systems. Concessionaire will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

SECTION LVI.11 ACCEPTANCE AND TEST PLAN

Concessionaire will coordinate with Authority to outline acceptance criteria and to develop a test plan to verify the software and technology are functioning to the acceptance criteria. The mutually agreed upon acceptance criteria will be effective by the issuance of a written letter to Concessionaire by the Authority Vice President of Information Technology Services or designee and will not require a formal amendment to this Contract.

SECTION LVI.12 SUPPORT

Concessionaire shall respond twenty-four (24) hours per Day, seven (7) Days per week to problems or emergencies.

SECTION LVI.13 FUTURE FUNCTIONALITY

From time-to-time Concessionaire may provide improvements to the RT Program. Concessionaire shall notify the Authority of any improvements developed or acquired by Concessionaire.

Improvements include updates, Upgrades, variations, alterations, error corrections, functional changes or other changes to software and technology for the purposes of, without limitation:

1. Improving software efficiency and functionality;
2. Improving operational integrity and efficiency;
3. Supporting legislated, regulatory, security or other lawful requirements;
4. Correcting errors; and
5. Implement additional licensed software.

Where Concessionaire produces or acquires improvements for any part of software and technology, Authority shall have the right to obtain such improvements together with supporting documentation at no additional cost for so long thereafter as Authority continues to pay the annual license fee.

Concessionaire shall follow an industry-standard release management lifecycle framework including appropriate planning, building, testing, preparing, and deploying. Release notes detailing Enhancements, updates, Upgrades, improvements, bug fixes, and other changes are to be sent to Authority (5) business days ahead of deployments.

Authority reserves the right to install or not install any improvements provided or made available by Concessionaire, without in any way affecting the warranty or support obligations of Concessionaire under this Contract.

Where improvements constitute new versions or Upgrades of software and technology, Authority shall be entitled to refrain from installing such new version or Upgrade on a temporary or permanent basis, without in any way affecting the warranty or support services under this Contract. Where any new versions or Upgrade are installed by Authority, Authority shall be entitled, where necessary or appropriate, to run the current and new versions or Upgrades concurrently until the new version or Upgrade has been installed and tested to Authority's satisfaction, but in any event for not more than ninety (90) Days following installation of the Upgrade.

In the event of an error, defect, deficiency, unplanned outage, failure, problem, or non-conformance in software and technology, Concessionaire, at the request of Authority, shall as soon as possible repair, replace, or otherwise make good at its own option and expense the error, defect, deficiency, failure, problem or non-conformance. If Authority reports an error, defect, deficiency, failure, problem, or non-conformance to Concessionaire, Authority shall give Concessionaire reasonable access to the system and hardware on which the system resides and shall provide such information as the Concessionaire may reasonably request, including sample output and other diagnostic information, in order to permit Concessionaire to expeditiously correct the error, defect, deficiency, failure, problem or non-conformance. All corrections shall become part of the software and technology and shall be subject to the terms and conditions set out in this Contract.

SECTION LVI.14 MATERIALS AND THIRD- PARTY INTELLECTUAL PROPERTY

Concessionaire represents and warrants that it owns, or is authorized to use, all Concessionaire intellectual property and Concessionaire provided third-party intellectual property.

SECTION LVI.15 VPN ACCESS

A. Background Check Requirements

The Concessionaire agrees to conduct background checks, as set out below, on all Personnel, employees, contractors, and subcontractors who will have access to Authority IT Infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter.

Scope of Background Checks

The background checks must include, at a minimum:

- Verification of identity; and
- Criminal history checks using the guidelines required in 49 CFR 1542 Airport Security; and
- Employment history verification; and
- Education and qualification verification.

B. Certification of Compliance

The Concessionaire shall provide the Authority written certification on an annual basis, signed by an officer duly authorized to sign on behalf of the Concessionaire, verifying compliance with the background check requirements outlined in this Contract. The certification must confirm that all Concessionaire Personnel with access to the Authority's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in 49 CFR 1542.

C. Right to Audit

The Authority reserves the right to audit the Concessionaire's background check processes and records to ensure compliance with this Contract. Such audits may be conducted upon reasonable notice and during Authority business hours.

D. Immediate Termination

The Authority reserves the right to immediately terminate access to Authority IT Infrastructure for any Concessionaire Personnel who are found to have disqualifying offenses, as stated in 49 CFR 1542, or if the Concessionaire fails to comply with these background check requirements.

ARTICLE LVII. DISPUTE RESOLUTION

SECTION LVII.1 CLAIMS AND DISPUTES

A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between Authority and Concessionaire arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.

If for any reason Concessionaire deems that additional cost or Contract time is due to Concessionaire for work not clearly provided for in this Contract, or previously authorized changes in the work, Concessionaire will notify Authority in writing of its intention to claim such additional cost or Contract time. Concessionaire will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.

Written notice of intention to claim must be made within ten (10) Days after Concessionaire first recognizes the condition giving rise to the claim or before the work begins on which Concessionaire bases the claim, whichever is earlier.

When the work on which the claim is based has been completed, Concessionaire will, within ten (10) Days, submit Concessionaire's written claim to Authority. Such claim by Concessionaire, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.

Pending final resolution of a claim, unless otherwise agreed in writing, Concessionaire will proceed diligently with performance of this Contract and maintain effective progress to complete the work within the time(s) set forth in this Contract.

The making of final payment for this Contract may constitute a waiver of all claims by Authority except those arising from:

- i. Claims, security interests or encumbrances arising out of this Contract and unsettled;
- ii. Failure of the work to comply with the requirements of this Contract;
- iii. Terms of special warranties required by this Contract; and
- iv. Latent defects.

SECTION LVII.2 RESOLUTION OF CLAIMS AND DISPUTES

The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) Days after a claim is submitted in writing, Concessionaire's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) Days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute, a senior executive for Concessionaire and for Authority, neither of which have day to day Contract responsibilities, shall meet, within ten (10) Days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) Days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Concessionaire's

claim and may (1) request additional information from Concessionaire which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) Days following the receipt of such claim or receipt of additional information requested. If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Concessionaire a written directive to proceed. Concessionaire will proceed as instructed.

Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.

Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

ARTICLE LVIII. FLORIDA PUBLIC ENTITY CRIMES

Concessionaire attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

ARTICLE LIX. HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE

- A. No goods, merchandise or material will be kept or stored by Concessionaire at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Authority.
- B. Concessionaire assures that all materials, equipment, and all other items used in the performance of this Contract are in compliance with Occupational Safety and Health Administration (OSHA).

ARTICLE LX. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Contract herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being

of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

ARTICLE LXI. COMPLETE CONTRACT

This Contract represents the complete understanding between the Parties, and any prior contracts, agreements, or representations, whether written or verbal, are hereby superseded. This Contract may subsequently be amended only by written instrument signed by the Parties hereto unless provided otherwise within the terms and conditions of this Contract.

ARTICLE LXII. ORDER OF PRECEDENCE

In the event of any conflict(s) among the Contract documents, Concessionaire will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Concessionaire.

(THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have set their hands on this _____ day of _____, 2026.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

David Scott Knight, Assistant General Counsel

Printed 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 authorization, this ____ day of _____, 2026, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

ALCLEAR, LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

ALCLEAR, LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by

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

at _____, a corporation, on its behalf _____
(Company Name) (He is / She is)

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

Stamp or Seal of Notary

Signature of Notary

Printed Name

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

EXHIBITS

EXHIBIT A SCOPE OF SERVICES

Concessionaire shall have the right to provide the RT Program and TSA PreCheck Enrollment Services (collectively “Services”) under the Contract, as further outlined below.

Registered Traveler (RT) Program

Concessionaire shall have the nonexclusive right and privilege to operate the RT Program at the Airport, which shall include the enrollment of RT Applicants, renewal of RT Participants, and performance of RT Program services as further described below.

Concessionaire shall operate Designated Queue Lines and place equipment for the enrollment of RT Applicants in the Premises as depicted on Exhibit B to the Contract.

Concessionaire will establish and operate, manage and maintain on the Premises, as depicted in Exhibit B, subject to TSA approval, an RT Program at the Airport. Concessionaire technology will automate the travel document checker function at the Airport’s security checkpoints. The TSA travel document check line, which will continue for non-enrolled passengers and physical TSA screening, will still be required. Concessionaire shall furnish, install, maintain, and integrate equipment verification stations on the Premises for expediting passenger screening and shall furnish, install, and maintain enrollment Equipment for RT Applicants. Concessionaire will be responsible for furnishing, installing, constructing, as necessary, and integrating such stations in accordance with TSA permissions and approvals.

Concessionaire shall comply with the Airport-approved protocols and all protocols set forth in the Airport security program, as may be amended from time to time, which at a minimum, shall consist of the following verifications and procedures:

- i. Boarding pass checked for special markings that impact the security screening process;
- ii. All travel document validations required;
- iii. The identity is verified in the Designated Queue Line via Biometric match; and
- iv. The passenger who positively completes the Biometric match process is then guided to the TSA security screening area.

Concessionaire shall also have the nonexclusive right and privilege to provide meet & assist services to RT Participants.

TSA PreCheck Enrollment Services

Concessionaire shall have the nonexclusive right and privilege to conduct TSA PreCheck enrollment services on behalf of the Transportation Security Administration (the “TSA”).

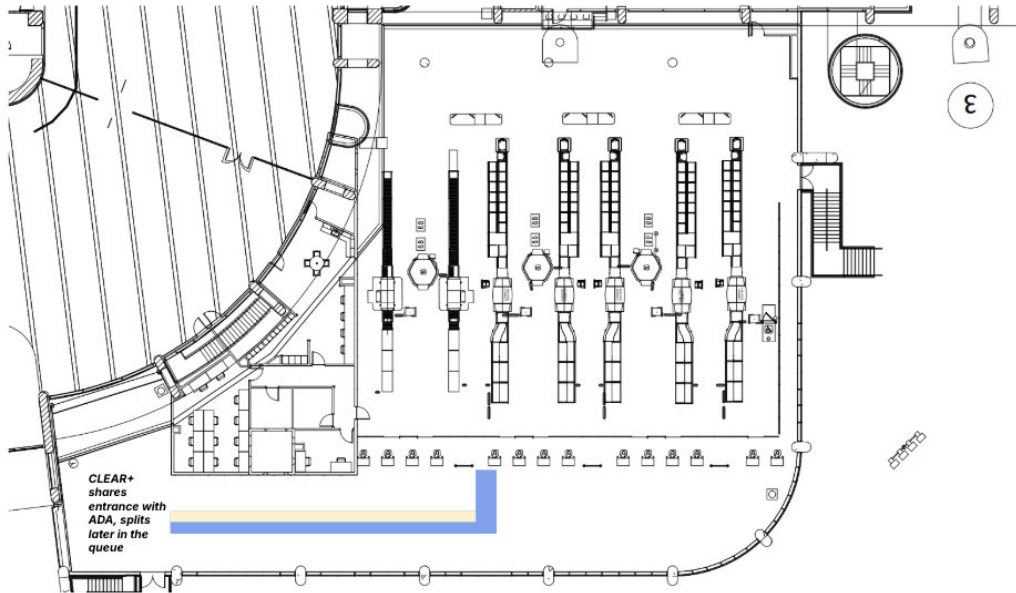
EXHIBIT B PREMISES DESCRIPTION

- A. The Premises shall be comprised of the following Concession Location(s) and Support Space(s):

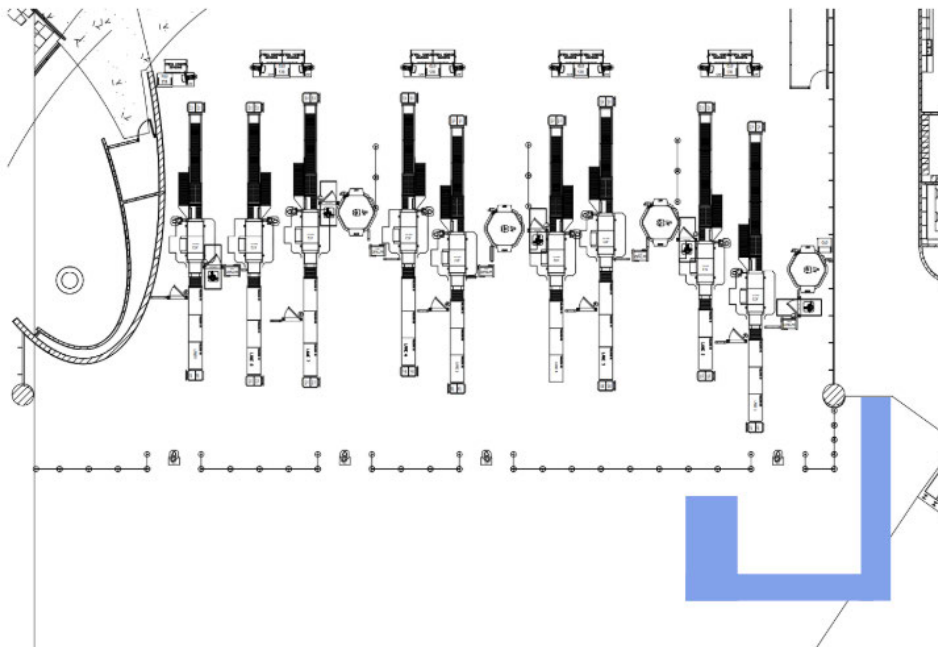
Location Number	Area (square feet)	Type
Main Terminal	TBD	Concession Location and Support Space
Airside A	TBD	Concession Location and Support Space
Airside C	TBD	Concession Location and Support Space
Airside D (future)	TBD	Concession Location and Support Space
Airside E	TBD	Concession Location and Support Space
Airside F	TBD	Concession Location and Support Space

B. Lease Outline Drawings of the Premises follow:

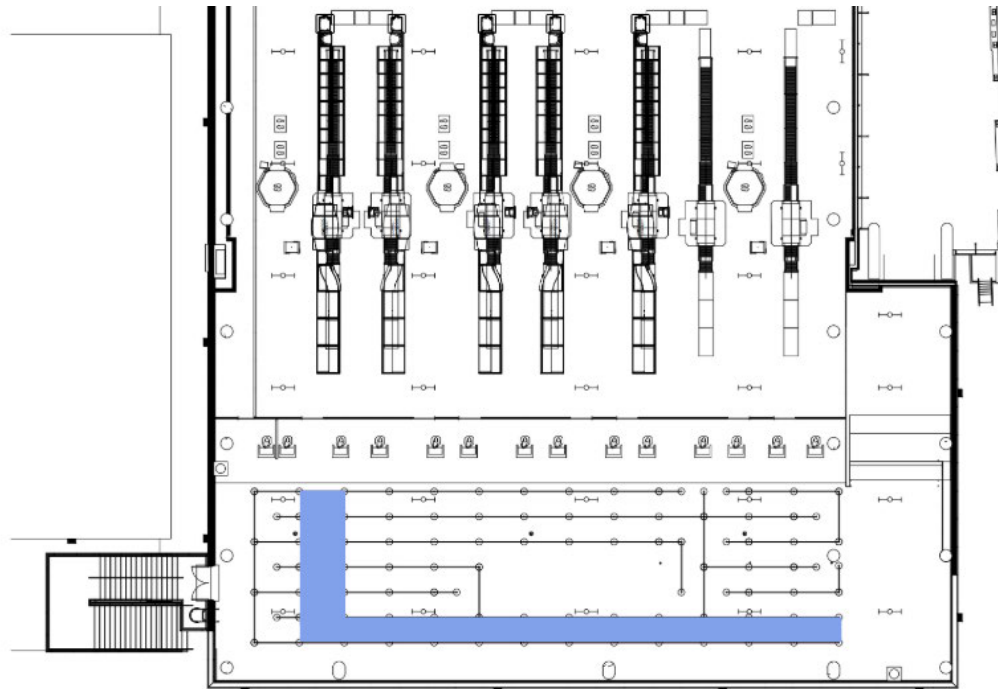
Terminal A Verification:



Terminal C Verification:



Terminal E Verification:



Terminal F Verification:

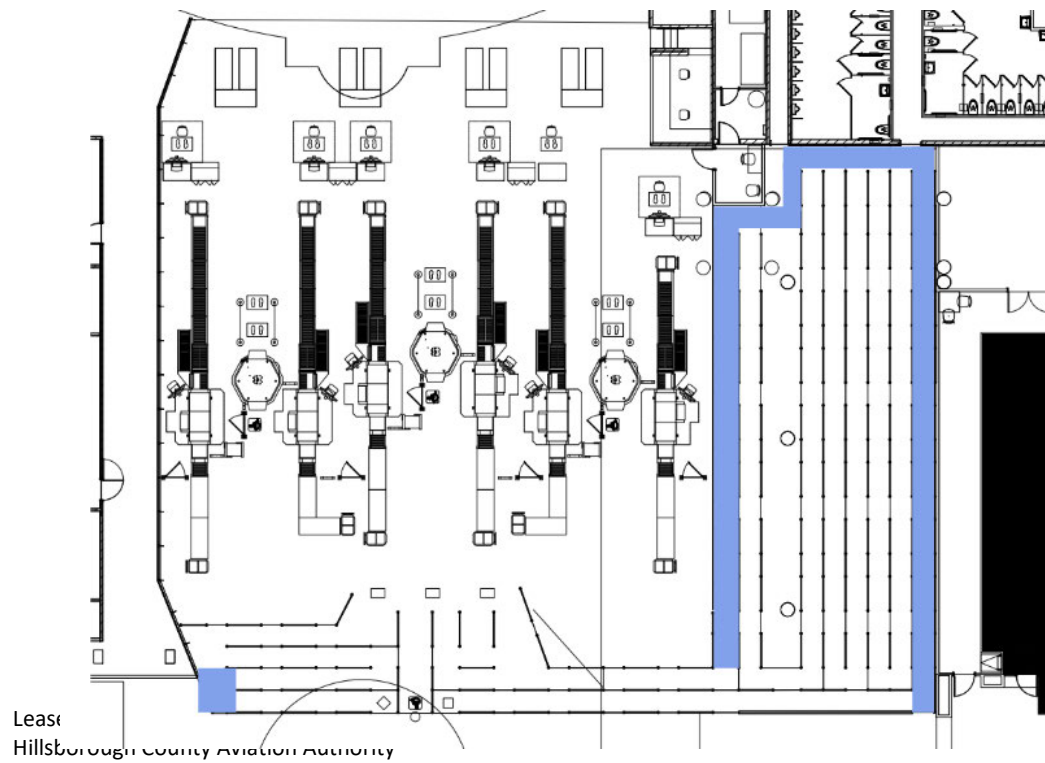


EXHIBIT C PERMITTED USES

Concession Location	Trade Name	Store Hours	Permitted Uses
Main Terminal	Alclear, LLC	Checkpoint opening to last departed flight	RT Program and TSA PreCheck Enrollment per Exhibit A
Airside A	Alclear, LLC	Checkpoint opening to last departed flight	RT Program and TSA PreCheck Enrollment per Exhibit A
Airside C	Alclear, LLC	Checkpoint opening to last departed flight	RT Program and TSA PreCheck Enrollment per Exhibit A
Airside D	Alclear, LLC	Checkpoint opening to last departed flight	RT Program and TSA PreCheck Enrollment per Exhibit A
Airside E	Alclear, LLC	Checkpoint opening to last departed flight	RT Program and TSA PreCheck Enrollment per Exhibit A
Airside F	Alclear, LLC	Checkpoint opening to last departed flight	RT Program and TSA PreCheck Enrollment per Exhibit A

EXHIBIT D STATEMENT OF GROSS RECEIPTS

Concessionaire

Statement of Gross Receipts for the month of
as required by Article VI of the Contract

xxx, 20xx

GROSS RENTAL REVENUE (Subject to Privilege Fees)

LESS REFUNDS

SALES TAX

GROSS RECEIPTS

\$

-

PERCENTAGE FEE

X

PRIVILEGE FEE

\$

-

MAPF (PAID FOR THE MONTH)

PERCENTAGE FEE DUE TO THE AUTHORITY
(if less than 0, enter 0.00)

\$

-

I hereby certify that the above amounts are true, correct, and fully in accord with the provisions of the Contract and with the definition of Gross Receipts as defined therein, to the best of my knowledge, and that I am a responsible accounting officer of _____.

Concessionaire

Authorized Concessionaire Accounting Officer:

Signature_____
Date_____
Printed Name_____
Email_____
Title_____
Telephone

EXHIBIT E DEVELOPMENT SCHEDULE

To be inserted following Pre-Design Meeting.

EXHIBIT F FORM OF GUARANTY OF CONTRACT

WHEREAS, a certain Contract, more fully described below, has been or will be executed:

Location: TBD
 TBD

Authority: Hillsborough County Aviation Authority

Concessionaire: Alclear, LLC

Guarantor:

WHEREAS, Authority under said Contract requires as a condition to its execution of said Contract that the undersigned (hereinafter referred to as Guarantor) guarantee the full performance of the obligations of Concessionaire under said Contract; and

WHEREAS, the undersigned is desirous that Authority enter into said Contract with Concessionaire.

NOW THEREFORE, in consideration of the execution of said Contract by Authority, Guarantor hereby unconditionally guarantees the complete and timely performance of each and all of the terms, covenants and conditions of said Contract to be kept and performed by said Concessionaire, including the payment of all Premises Rent and all other rents, fees and other charges to accrue thereunder. Guarantor further agrees as follows:

1. That this Guaranty shall continue in favor of Authority notwithstanding any extension, modifications, or alteration of said Contract entered into by and between the parties thereto, or their successors or assigns, notwithstanding any assignment of said Contract, with or without the consent of Authority, and no extension, modification, alteration or assignment of the above referred-to Contract shall in any manner release or discharge Guarantor and it does hereby consent thereto; and
2. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Concessionaire or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee to Concessionaire; and
3. Authority, may, without notice, assign this Guaranty in whole or in part, and no assignment or transfer of the Contract shall operate to extinguish or diminish the liability of Guarantor hereunder; and
4. The liability of Guarantor under this Guaranty shall be primary and, in any right of action that shall accrue to Authority under the Contract, Authority may, at its option, proceed against the undersigned without having commenced any action

-
-
- or obtained any judgment against Concessionaire; and
 5. Guarantor shall pay Authority reasonable attorney fees and all costs and other expenses incurred in any negotiations, action or proceeding commenced to enforce this Guaranty; and
 6. Guarantor hereby waives notice of any demand by Authority as well as of any notice of Concessionaire's default in the payment of Premises Rent and/or any other rents or any other amounts contained or reserved in the Contract; and
 7. Guarantor hereby consents to personal jurisdiction and venue in the State and judicial district in which the Premises are located.

The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guaranty shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successor and assigns of the parties herein named.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty of Contract to be executed as of the Effective Date of the above-mentioned Contract.

Corporate Seal:

By: _____

Title: _____

Printed Name: _____

Date: _____

Address: _____

City, State, Zip: _____

Telephone: _____

NOTE: If Guarantor is a corporation, its authorized officials must sign on behalf of the corporation and indicate the capacity in which they are signing. This Guaranty must be executed by the President or Vice President and the Secretary or Assistant Secretary, unless the bylaws or a resolution of Authority of Directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution, as the case may be, shall be attached to this Guaranty. The appropriate corporate seal should be affixed hereto.

EXHIBIT G SCRUTINIZED COMPANY CERTIFICATION



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

I, _____, as a representative of _____ certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Signature

Title

Printed Name

Date

EXHIBIT H AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of Alclear, LLC ("Concessionaire"), hereby attests under penalty of perjury that:

1. Concessionaire does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of Concessionaire.

Date: _____, 2026

Signed: _____

Entity: _____

Name: _____

Title: _____