Tampa International Airport

Ground Handlers Guidebook

Tampa International Airport

Tampa International Airport | Peter O. Knight Airport | Plant City Airport | Tampa Executive Airport

INTRODUCTION FOR NEW GROUND HANDLERS

Prepared by:

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Tampa International Airport

Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

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DISCLAIMER:

All information contained in this notebook is time-sensitive and subject to periodic change without notice. The content of this notebook is not intended to be all-inclusive, nor is it to be taken as valid after the "Last Updated" date specified. Every effort has been made to provide current, accurate, relevant information to prospective or new operators and tenants at Tampa International Airport. However, it is the responsibility of the reader to obtain complete and current information from the Hillsborough County Aviation Authority (Authority) website: www.tampaairport.com or by submitting a written request for information to the Authority's Real Estate Department.

Samples of contractual documents do not constitute a binding agreement with the Authority. No contract is binding on the Authority until such contract is executed by the Authority.

Tampa International Airport

Ground Handlers Guidebook Quick Links

Introduction

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Welcome to our newest business partner!

The Real Estate team is excited to welcome you to our beautiful airport and is committed to providing the highest level of service possible to make your operations successful!

We understand the complexities involved in airline operations and our team stands ready to do what it takes to meet your needs. Please do not hesitate to reach out to me, or a member of the team, for any of your requirements, and we will work hard to provide you with immediate and accurate information.

We pride ourselves on being the most customer focused and welcoming airport you will do business with, and we look forward to expressing that to you each and every day!

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The Hillsborough County Aviation Authority: Structure

The Hillsborough County Aviation Authority is an autonomous unit of County government, created by the 1945 Florida Legislature and charged with the operation of all publicly owned aviation facilities within Hillsborough County, Florida.

A series of special acts of the Legislature have broadened the scope of the Aviation Authority, giving it the full prerogatives of a public corporation. The key feature in the structure of the Aviation Authority is the requirement that all moneys of the Aviation Authority be kept separate from all other governmental units, and these moneys cannot be spent for anything other than aviation purposes. The Aviation Authority is empowered to promulgate and enforce all rules and regulations required for the proper operation of its facilities.

The Aviation Authority is comprised of a five-member Board, three members of which are appointed to four-year terms by the Governor of Florida on a staggered basis. The other two members are ex-officio: the Mayor of the City of Tampa and a member of the Hillsborough County Board of Commissioners.

Gubernatorial appointments occur at two-year intervals and at these times the Board reorganizes itself, electing officers for the ensuing two years.

The Chief Executive Officer of the Aviation Authority is Michael A. Stephens.

FY Rates & Charges

Non-Signatory & Signatory
Final Fiscal Year 2026 Fees & Charges
October 1, 2025- September 30, 2026

	NON-SIGNATORY RATE	SIGNATORY RATE
LANDING FEES:	$2.885/1000#s CMGLW	$2.745/1000#s CMGLW
JOINT USE FEES:		
Terminal:	$3.22 per enplanement	$3.06 per enplanement
Airside:	$1.23 per enplanement	$1.17 per enplanement
AVERAGE TERMINAL BUILDING RENTAL RATES:	$339.26 per sq. ft./year	$323.10 per sq. ft./year
AIRSIDE BUILDINGS RENTAL RATE:	$151.35 per sq. ft./year	$144.14 per sq. ft./year
PER USE TICKET COUNTER FEE (HCAA) (PER POSITION):	$49.90	$47.50
PASSENGER TRANSFER SYSTEM (PTS) FEE:	$1.68 per enplanement	$1.60 per enplanement
PER USE GATE FEE (HCAA):		
Commuter:	$124.50	$118.60
Narrow Body:	$249.00	$237.20
Wide Body:	$373.60	$355.80
AIRCRAFT PARKING FEES BY CLASSIFICATION (Per 24-hour period)**:**		
Commuter:	$29.20	$27.80
Narrow Body:	$105.40	$100.30
Wide Body:	$158.10	$150.45
CARGO AIRCRAFT PARKING APRON FEE (Per 24-hour period)**:**		
Up to 12,500 lbs. CMGLW	$13.23	$12.60
12,501 lbs. to 220,000 lbs. CMGLW	$66.15	$63.00
Over 220,001 lbs. CMGLW	$132.30	$126.00
BAG HANDLING SYSTEM FEE	$0.74 per enplanement	$0.70 per enplanement
TERMINAL SUPPORT FEE (HCAA)	$0.1458 per enplanement	$0.1388 per enplanement

OTHER PER USE FEES (HCAA)	**FEE**	
FIS (Federal Inspection Service Facility):	$6.00 per deplaned post-cleared international passenger	
Curbside per use:	$39.90 per position per flight	$38.00 per position per flight
HCAA International Club Room:	$105.00/ 4-hour period	$100.00/ 4-hour period
	$26.25/ Additional hour;	$25.00 / additional hour;
	$210.00 – Maximum Daily Fee	$200.00 – Maximum Daily Fee

SERVICE	**FEE**
PFC (Passenger Facility Charge)	$4.50 less $0.11 collection compensation per enplaned passenger

ALL RATES ARE SUBJECT TO CHANGE

Tampa International Airport

Fiscal Year 2026 Budget Book

Sustaining a Strong Foundation for Our Future

Tampa International Airport | Peter O. Knight Airport | Plant City Airport | Tampa Executive Airport

Peter O. Knight, Plant City and Tampa Executive Airports
Hillsborough County Aviation Authority
Budget for Fiscal Year 2026

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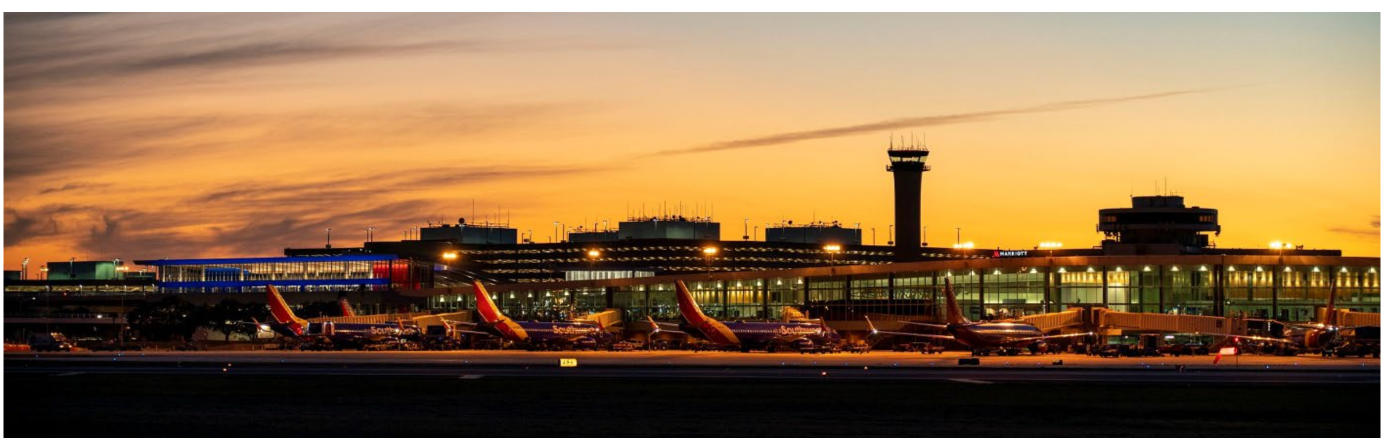
Hillsborough County Aviation Authority
Budget for Fiscal Year 2026

Sustaining a Strong Foundation for Our Future

Fiscal Year (FY) 2026 ushers in an exciting new era for the Aviation Authority as we move forward under the leadership of our new Chief Executive Officer, Michael Stephens. Despite experiencing the impacts of Hurricane Milton in October of 2024, the Authority's FY2025 will go down as the most successful in the organization's history. Moving into FY2026 on such strong footing, the Authority is extremely well positioned to manage a softening economy, which is lowering projected growth levels both at the traffic and revenue levels. Under Michael's leadership, we are looking at a number of opportunities and initiatives to not only to adapt to these changing economic conditions, but to optimize efficiencies and business strategies to ensure we sustain our position as one of the most successful airport organizations in the industry.

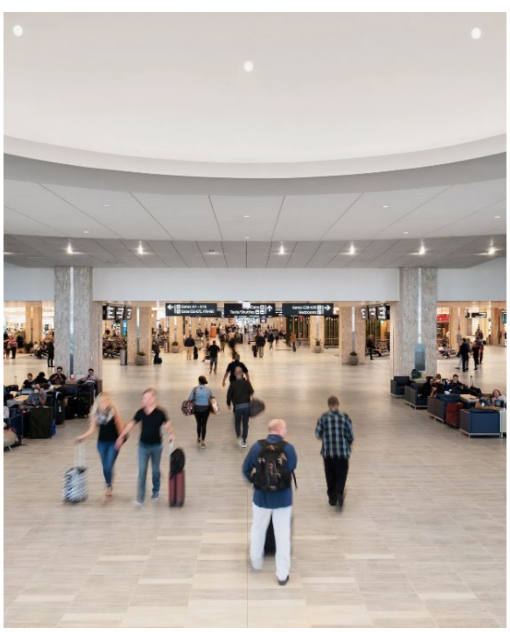
To do so, the Authority will be as focused and committed as ever to strategic financial management under Michael's guidance, and will continue to benefit from a longstanding strengthening of reserves ahead of its expected significant capital investments. FY2026 brings a future in which the capital development plan is projected to cost more than $3.8 billion over the next 10 years, requiring the Authority to fund a larger percentage of the upcoming capital investments than ever before. Tightening third-party funding alternatives and a lack of Passenger Facility Charge (PFC) capacity will require that the Authority rely more on municipal bond debt and its own reserves to fund 97% of the FY2026 capital program, and approximately 85% of the capital program over the next 15 years.



Fortunately, the Authority enters this new era with some of the highest credit ratings in the airport industry, and reserve levels which are projected to total more than $450 million at the end of FY2025. Looking ahead, the Authority plans on utilizing approximately $250 million of those reserves over the next 2 to 3 years, and approximately $700 million in current and future reserves over the next 10 years to lower the amount of required new municipal bond debt, which is projected to be issued through 2034 to fund the Authority's longer-term capital program. The Authority plans to issue approximately $650 million in new municipal bond debt in 2026, which will fund the remainder of the new 16-gate Airside D, currently projected to open in late 2028. Additional bond sales scheduled for FY2027 and FY2028, totaling $1.375 billion, will be used to fund other large capital projects such as the complete redevelopment of the ticketing level and baggage systems and the reconstruction of the 1R/19L Runway scheduled for 2027.

The FY2026 Capital Budget encompasses 34 Master Plan and non-Master Plan repair and replacement projects with an estimated cost of $835 million. The two largest capital projects planned for FY2026, the Checked Baggage System and the Ticketing Level Expansion and Optimization, comprise 70% of the total program. More than 97% of the FY2026 Capital Program will be funded through reserves or municipal bonds, with the Authority contributing more than $149 million from operations to fund the proposed projects.

Despite the factors stated above, the Authority's strong annual financial performance is expected to continue as the Authority manages the higher debt service levels associated with the growing capital program. The Authority projects that it will finish FY2025 with revenues $13.1 million or 2.8% higher than Budget, operating expenses approximately $1.2 million, or 0.6%, better than Budget, and a pre-capital bottom line about $18.3 million, or 11.4% better than Budget. The Authority expects to generate a record pre-capital bottom line of approximately $178 million during FY2025. This performance is remarkable given the impact of back-to-back Hurricanes Helene and Milton, which closed TPA for several days at the beginning of the fiscal year.



Passenger traffic is projected to continue to increase at Tampa International Airport in FY2026, albeit at a slower rate than in past years due to a softening economy and residual impacts from last year's hurricanes. During FY2026 Tampa International Airport is projected to handle 25.9 million guests, a 3.2% increase versus FY2025 levels with growth expected in both the domestic and international markets.

Operating revenues are projected to total $493 million during FY2026, approximately $9.4 million higher than FY2025 levels. Most of the revenue increase during FY2026 is projected to be generated from increased airline generated revenues as well as the Authority's parking business. Airline revenues will increase as both landing fee rates and airline-funded debt service levels increase. The FY2026 Budget also includes approximately $45 million in investment interest income, which represents a $7 million reduction versus FY2025 due to the combination of the Authority spending down 2024 bond proceeds and lower than expected interest rates on its investments next year.

Given the impacts of a slowing economy on passengers and revenues combined with the increasing debt service for 2026, the Authority focused heavily during the budget development process to limit the increase in operating expenses for the FY2026 Budget. The Authority anticipates gross operating expenses to total $229.0 million in FY2026, a $10.4 million or 4.6% increase compared to FY2025 projections. Approximately $9.5 million or 4.1% of the FY2026 expense total will be funded by Customer Facility Charge (CFC) revenues. After CFC offsets and allocations, net operating expenses are projected to total $212.2 million for FY2026.

Debt Service from current operations is projected to total $105.8 million in FY2026, a $7.9 million or 8.0% increase versus the FY2025 full-year projection. The Authority was able to lower the projected FY2026 debt service figure by approximately $5.6 million by utilizing excess bond proceeds from the 2018 debt issue. Annual debt service levels on existing debt are currently programmed to continue to increase to over $200 million per year by the end of this decade. The next new money debt issue is currently scheduled for the 4th quarter of FY2026, when the Authority plans on issuing approximately $650 million in senior-lien revenue-backed debt and $109 million in subordinate-lien PFC-backed debt to fund the remainder of the construction of Airside D as well as the Checked Baggage System and Ticketing Level Expansion and Optimization projects, among others.

During FY2026, despite the increases in O&M and debt service, and slowing revenue growth, the Authority is projecting another strong pre-capital bottom line. For FY2026, the Authority is projecting to generate more than $174 million from pre-capital operations. Unrestricted cash reserves is projected to total approximately $473 million at the end of FY2025.

The Authority projects an airline Cost Per Enplanement (CPE) of $13.64 for FY2026, which is approximately 7.0% higher than the projected FY2025 cost of $12.74. CPE is projected to increase through the remainder of the decade, primarily driven by the increased allocation of debt service payments to the airlines stemming from the Authority's future debt issuances. Despite the projected increases, TPA is expected to remain one of the most cost-competitive and financially strong airports in North America moving forward.

Budget Approval

The FY2026 Budget is presented at a level of detail that is relevant for the various stakeholders of the Airport. The Authority Board of Directors' adoption of the FY2026 Budget effectively approves the Budget in four major categories: Operating Expenses, Capital Development Programs, Debt Service, and Airline Rates and Charges. The Capital Development Program includes capital projects and equipment for FY2026 as well as ongoing capital approved in prior years. A Budget amendment would be required if total expenditures under any of the major categories listed exceed or are expected to exceed the Board-approved budgeted total. Additional information regarding these major categories is included in the Operating Expenses, Capital Development Programs, Debt Service, and Airline Revenues, Rates and Charges sections within this Budget Message.

Passenger Activity

For FY2026, the Authority projects passenger enplanements to total 12,836,883, an increase of 411,066 enplanements, or 3.3% versus FY2025, and 66.3% higher than FY2021.

A summary of passenger enplanements since FY2021 is shown below:

Fiscal Year	Enplanements	% Change
2021 Actual	7,717,164	15.5%
2022 Actual	10,688,831	38.5%
2023 Actual	11,560,792	8.2%
2024 Actual	12,584,862	8.9%
2025 Budget	12,956,275	2.9%
2025 Projected	12,425,817	-4.1%
2026 Budget	12,836,883	3.3%
2026 Budget vs. 2021	**5,119,719**	**66.3%**

FY2025 Route Map

Operating Revenues

As a user fee airport, the Authority's operating revenues, detailed in Schedule 2, are strictly generated from all users of the Airport, and are divided into airline revenues, which include airline fees and charges, non-airline revenues such as food and beverage concessions, retail concessions, car rental concessions, parking, space rentals, general aviation, cargo, commercial area rentals, other rentals, and other revenues. Operating revenues also include interest income earnings and reimbursements from the Transportation Security Administration.

The Authority's net airline revenues are projected to generate 35.5% of total operating revenues during FY2026. This represents an increase of 2.2 percentage points from the FY2025 Budget. More details regarding airline revenues are provided under the "Airline Revenues, Rates & Charges" section of this budget message.

Under the Authority's Trust Agreement, operating revenues may be used for operating and maintenance expenses, debt service, and required reserves. Funds remaining after these uses are for airport purposes and are typically applied to the Authority's capital development program or deposited into Authority reserves. The Authority is projecting to generate total operating revenues of $493.0 million during FY2026, an increase of $22.3 million or 4.7% versus the FY2025 Budget. The Authority will also generate an additional $43.0 million in non-operating revenues through the collection of CFC and Transportation Facility Charges (TFCs). These funds will be utilized for CFC-related debt service and certain operating expenses. The Authority will also receive an estimated $50.7 million through the collection of PFCs under the PFC program in FY2026. These funds are used for PFC-related debt service and capital projects.

A summary of operating revenues since FY2021 is shown below:

Fiscal Year	Operating Revenues*	$ Increase (Decrease)	% Change
2021 Actual	$234,224,220	$38,107,942	19.4%
2022 Actual	$326,242,147	$92,017,927	39.3%
2023 Actual	$379,177,097	$52,934,960	16.2%
2024 Actual	$427,923,219	$48,746,122	12.9%
2025 Budget	$470,679,988	$42,756,769	10.0%
2025 Projected	$480,178,129	$9,498,141	2.0%
2026 Budget	$492,961,250	$12,783,121	2.7%
2026 Budget vs. 2021		**$258,737,030**	**110.47%**

**Operating Revenues represent gross revenue prior to airline settlement.*

FY2025 Projected Operating Revenues – FY2025 operating revenues are projected to total approximately $480.2 million, finishing the year $52.3 million or 12.2% more than FY2024 and approximately $9.5 million or 2.0% higher than the FY2025 Budget. During FY2025, despite the softening passenger demand, the Authority has seen increased sales per enplaned passenger across all non-airline revenue categories. Additionally, the Authority’s interest income is projected to be nearly $14 million over budget with the continued focus on optimizing the investment portfolio as well as higher than anticipated rates.

FY2026 Budgeted Operating Revenues – With a projected 3.3% increase in enplanements, passenger-driven revenue categories including Concessions, Rental Cars, and Ground Transportation are projected to increase in FY2026. Airline revenue will increase by approximately $12.6 million or 7.6% because of a combination of the increase in operating expenses along with the impact of the increased debt service allocated to the airline cost centers. Overall, the FY2026 revenue total of $493.0 million represents a $258.7 million or a 110.5% increase versus FY2021.

Operating Expenses

Approval of the Budget by the Authority’s Board of Directors allows staff to effectively manage operating expenses on a day-to-day basis while ensuring that expenses do not exceed the total budgeted amount. Operating expenses, detailed in Schedule 3, include salaries and benefits, contracted services, contractual maintenance, supplies and materials, utilities, insurance, and other expenses. Salaries, benefits, and other expenditures directly associated with capital construction are capitalized when projects are substantially complete and in service.

A summary of operating expenses since FY2021 is shown below:

Fiscal Year	Operating Expenses	$ Increase (Decrease)	% Change
2021 Actual	$137,495,483	($2,629,407)	-1.9%
2022 Actual	$164,894,394	$27,398,911	19.9%
2023 Actual	$178,575,637	$13,681,243	8.3%
2024 Actual	$193,463,604	$14,887,976	8.3%
2025 Budget**	$213,445,034	$16,888,645	10.3%
2025 Projected*	$212,037,809	($1,407,225)	-0.7%
2026 Budget**	$221,734,870	$9,697,061	4.6%
2026 Budget vs. 2021		**$84,239,387**	**61.3%**

*$7.5 million funded from CFC revenues will offset a portion of APM and Rental Car Center expenses in FY2025.
**$9.7 million funded from CFC revenues will offset a portion of APM and Rental Car Center expenses in FY2026.

FY2025 Projected Operating Expenses – FY2025 operating expenses are projected to total $212.0 million, finishing the year $18.6 million or 9.6% higher than FY2024, and $1.4 million or 0.7% lower than the FY2025 Budget due to favorable insurance renewals and lower-than-anticipated utility rates. The Authority has also incurred more than $4.0 million in hurricane-related expenses and anticipates offsetting approximately $2.5 million of these with insurance proceeds.

FY2026 Budgeted Operating Expenses – Overall operating expenses are expected to total $221.7 million for FY2026, an increase of $8.3 million or 3.9% compared to the FY2025 Budget. The Authority will offset $9.7 million of the gross operating expenses by using CFCs for SkyConnect and certain Rental Car Center expenses, resulting in net operating expenses of $212.1 million for FY2026. The Authority's operating expense budget has been analyzed at all levels to help mitigate the uncontrollable contractual cost increases. The Authority's personnel costs are projected to increase by $6.9 million due to incremental headcount to support the Authority's safety, security, and operations as well as increased medical costs and State of Florida Retirement System rates.

Capital Development Program

The Authority's capital development program, detailed on Schedule 6, is funded through a variety of sources, including Federal Airport Improvement Program (AIP) grants, Florida Department of Transportation (FDOT) grants, bond or bank note proceeds, PFC, CFC, SkyCenter Capital Reserves, and Authority funds. Authority funds available for Capital Improvements & Reserves are the amounts remaining after the payment of operating expenses and debt service. Capital funding source mixes are estimated for budgeting purposes and may change as projects evolve.

The Capital Program Budget for FY2026 totals $835.5 million, with $149.7 million of that amount coming from Authority funds from Operations. Projects in the FY2026 Budget include ongoing annual capital needs, such as the replacement or upgrade of various systems, rehabilitation of structures, as well as various initiatives at the General Aviation facilities. The FY2026 Capital Program Budget is comprised of the following projects:

- Centralized Checked Baggage System (Construction) - $298.6M
- Ticket Level Expansion & Optimization - $285.77M
- R/W 1R-19L and T/W Reconstruction (Design) - $60.89M
- Airside E Passenger Boarding Bridges Replacements - $35.88M
- TPA Fuel Committee Projects and Fuel Farm Tank Expansion - $32.08M
- Taxiway T Relocation - $18.01M
- Premium Parking Installation - $12.89M
- Financial System Major Upgrade - $9.96
- Police K9 and Training Facility Renovation and Expansion - $8.67M
- Parking Garage Rehabilitation and SkyConnect Guideway Improvements - $8.41M
- Airside A Chiller Replacement - $7.52M
- Main Terminal and Airside Finishes Refurbishment and Carpet Replacement - $6.71M
- Sanitary and Grease Line Replacement - $6.25M
- Paging System Upgrade (Campus Wide) - $5.46M
- Northwest Remain Overnight Parking Apron (Design Only) - $5.08M
- Airside F PCA chillers replacement - $3.66M
- VDF New Maintenance Facility - $3.58M
- Economy Parking RD & SkyCenter DR Improvements - $3.50M
- GA Pavement Rehabilitation (TPF, PCM, VDF) - $3.14M
- Seawall Rehabilitation (TPF) - $3.03M
- Long Term Parking Garage Helices Lighting Replacement - $2.64M
- Rehab R/W 1L-19R Complex (Design Only) - $2.44M
- Short Term Parking Garage Fire Detection System (Lidar) (Phase1) - $2.00M
- Fiscal Year ITS Commodity Purchases - $1.90M
- ITS Special Commodity Purchases Phase 2 - $1.40M
- Main Terminal Technology Modernization Phase 1 - $1.25M
- Common Use Passenger Processing System Enhancement - $1.10M
- Fire Alarm System Upgrades Phase 3 - $1.04M
- EG North and South A/C replacement - $994,000
- GA NAVAIDs Replacement (VDF, PCM) - $737,800
- Maintenance and Tenant Contingency - $432,560
- Airside C airline and TSA space rehabilitation - $200,000
- SkyCenter One Building Contingency - $100,000
- Airside A boarding bridge carpet replacement - $100,000

The estimated sources of funding for the FY2026 Capital Budget are shown below:

Funding Source	Amount
Bank Note/Bonds	$657,614,315
Authority Funds from Operations	$149,670,870
Federal AIP Grants	$18,080,675
Florida Department of Transportation Grants	$8,000,000
Federal AIG Grants	$2,000,000
SkyCenter Capital Reserve Funds	$100,000
Total	**$835,465,860**

Debt, Debt Service and Debt Service Coverage

As shown in detail on Schedule 8 and in summary on Schedule 1, debt service on the Authority's outstanding long-term bonds and Truist Bank short-term line of credit will be met, and the provisions of the Trust Agreement will be satisfied. Debt service paid from operating revenues will total $97.9 million for FY2025 and $105.8 million for FY2026.

Senior debt service coverage, related to revenue-backed debt, which under existing bond covenants is required to be maintained at a minimum of 1.25x, is projected at 2.62x for FY2026. Subordinated debt service coverage, related to PFC-backed debt and which under existing bond covenants is required at 1.25x, is projected at 7.30x coverage for FY2026.

A summary of coverage since FY2021 is shown below:

Fiscal Year	Senior Coverage	Subordinate Coverage
Requirement	1.25x	1.25x
2021 Actual	2.44x	3.74x
2022 Actual	3.64x	4.96x
2023 Actual	4.25x	7.46x
2024 Actual	3.79x	7.31x
2025 Budget	2.62x	6.98x
2025 Projected	2.76x	7.34x
2026 Budget	2.62x	7.30x

Authority Contribution to Capital and Reserves from Operations / Authority Bottom Line

With its record passenger traffic, the Authority will continue its efforts to maximize its bottom-line performance, focusing on strengthening its financial results from annual operations and supporting its long-term financial health. During FY2026, the Authority is projected to increase its funds available for Capital Improvements & Reserves by $1.5 million or 0.9% vs. FY2025. After funding the FY2026 capital program and capital equipment, the Authority expects to contribute $20.1 million to reserves.

Fiscal Year	Funds Available for Capital Improvements & Reserves	$ Increase (Decrease)	% Change
2021 Actual	$39,998,821	$37,235,922	1,347.7%
2022 Actual	$54,439,295	$14,440,474	36.1%
2023 Actual	$145,724,700	$91,285,405	167.7%
2024 Actual	$168,585,028	$22,860,328	15.7%
2025 Budget	$157,128,359	($11,465,669)	-6.8%
2025 Projected	$170,260,214	$13,131,855	8.4%
2026 Budget	$171,741,090	$1,480,876	0.9%
2026 Budget vs.2021		**$131,742,269**	**329.4%**

**Funds Available from Operations are Net of ASIP, Revenue Sharing & Settlement.*

Fiscal Year	Contributions to Reserves from Operations	$ Increase (Decrease)	% Change
2021 Actual	$31,704,120	$82,816,203	162.0%
2022 Actual	$80,874,027	$49,169,907	155.1%
2023 Actual	$117,756,221	$36,882,194	45.6%
2024 Actual	$108,669,963	($9,086,258)	-7.7%
2025 Budget	$115,819,116	$7,149,153	6.6%
2025 Projected	$128,950,971	$13,131,855	11.3%
2026 Budget	$20,095,871	($108,855,100)	-84.4%
2026 Budget vs. 2021		**($11,608,249)**	**-36.6%**

Airline Revenues, Rates, Fees & Charges

A component of Authority revenues includes funds received from airlines operating at the Airport. Rates and fees to the airlines are established in accordance with the methodologies in the Airline Rates, Fees, and Charges Resolution, which commenced in FY2021.

The table below shows airline fees and charges, revenue sharing, air service incentive fee waivers and net charges to the carriers since FY2021:

Fiscal Year	Total Airline Fees & Charges	Revenue Sharing & Air Service Incentive Waivers	Net Airline Fees & Charges
2021 Actual	$92,712,332	($8,805,225)	$83,907,107
2022 Actual	$110,983,470	($9,545,778)	$101,437,692
2023 Actual	$122,633,956	($10,325,117)	$112,308,838
2024 Actual	$139,921,598	($11,244,588)	$128,677,010
2025 Budget	$166,414,503	($9,524,073)	$156,890,430
2025 Projected	$169,377,425	($11,055,810)	$158,321,615
2026 Budget	$178,467,143	($3,379,060)	$175,088,083

The following table shows the cost per enplanement and airline fees as a percent of all revenues, net of revenue sharing, at the Airport since FY2021:

Fiscal Year	Cost per Enplanement	Airline Fees as a % of Total Revenue
2021 Actual	$8.76	30.1%
2022 Actual	$10.87	35.8%
2023 Actual	$9.71	29.5%
2024 Actual	$10.22	30.4%
2025 Budget	$12.11	33.3%
2025 Projected	$12.74	33.0%
2026 Budget	$13.64	35.5%

On July 23, 2025, the airlines serving Tampa International Airport met with Authority staff to review the FY2026 Budget and the fees and charges as shown on page 12.

Non-Signatory & Signatory
Final Fiscal Year 2026 Fees & Charges
October 1, 2025- September 30, 2026

	NON-SIGNATORY RATE	SIGNATORY RATE
LANDING FEES:	$2.885/1000#s CMGLW	$2.745/1000#s CMGLW
JOINT USE FEES:		
Terminal:	$3.22 per enplanement	$3.06 per enplanement
Airside:	$1.23 per enplanement	$1.17 per enplanement
AVERAGE TERMINAL BUILDING RENTAL RATES:	$339.26 per sq. ft./year	$323.10 per sq. ft./year
AIRSIDE BUILDINGS RENTAL RATE:	$151.35 per sq. ft./year	$144.14 per sq. ft./year
PER USE TICKET COUNTER FEE (HCAA) (PER POSITION):	$49.90	$47.50
PASSENGER TRANSFER SYSTEM (PTS) FEE:	$1.68 per enplanement	$1.60 per enplanement
PER USE GATE FEE (HCAA):		
Commuter:	$124.50	$118.60
Narrow Body:	$249.00	$237.20
Wide Body:	$373.60	$355.80
AIRCRAFT PARKING FEES BY CLASSIFICATION (Per 24-hour period)**:**		
Commuter:	$29.20	$27.80
Narrow Body:	$105.40	$100.30
Wide Body:	$158.10	$150.45
CARGO AIRCRAFT PARKING APRON FEE (Per 24-hour period)**:**		
Up to 12,500 lbs. CMGLW	$13.23	$12.60
12,501 lbs. to 220,000 lbs. CMGLW	$66.15	$63.00
Over 220,001 lbs. CMGLW	$132.30	$126.00
BAG HANDLING SYSTEM FEE	$0.74 per enplanement	$0.70 per enplanement
TERMINAL SUPPORT FEE (HCAA)	$0.1458 per enplanement	$0.1388 per enplanement

OTHER PER USE FEES (HCAA)	FEE	
FIS (Federal Inspection Service Facility):	$6.00 per deplaned post-cleared international passenger	
Curbside per use:	$39.90 per position per flight	$38.00 per position per flight
HCAA International Club Room:	$105.00/ 4-hour period	$100.00/ 4-hour period
	$26.25/ Additional hour;	$25.00 / additional hour;
	$210.00 – Maximum Daily Fee	$200.00 – Maximum Daily Fee

SERVICE	FEE
PFC (Passenger Facility Charge)	$4.50 less $0.11 collection compensation per enplaned passenger

ALL RATES ARE SUBJECT TO CHANGE

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
PROJECTED SUMMARY OF OPERATING RESULTS
FISCAL YEARS ENDING SEPTEMBER 30, 2025 AND 2026

CONTRIBUTION TO RESERVES	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Operating Revenues - Schedule 2	$ 470,679,987	$ 480,178,129	$ 492,961,250
Operating Expenses - Schedule 3	$ 213,445,035	$ 212,037,809	$ 221,734,870
Funded by Customer Facility Charges (CFCs) - Schedule 3	(7,685,208)	(7,495,782)	(9,654,185)
Operating Expenses from Current Operations	$ 205,759,826	$ 204,542,027	$ 212,080,685
Funds Available for Debt Service	$ 264,920,161	$ 275,636,102	$ 280,880,565
Debt Service			
Principal Payments - Schedule 8	$ 85,971,800	$ 85,811,800	99,236,800
Interest Payments - Schedule 8	101,199,050	97,242,550	91,888,319
Funded by Passenger Facility Charges (PFCs)	(30,391,303)	(30,391,303)	(30,389,549)
Funded by Customer Facility Charges (CFCs)	(26,597,946)	(26,597,946)	(26,597,680)
Funded by Capitalized Interest	(31,902,382)	(28,174,959)	(22,777,475)
Funded by Excess Bond Proceeds	-	-	(5,600,000)
Debt Service from Current Operations	$ 98,279,219	$ 97,890,142	$ 105,760,415
Net Available Revenues	$ 166,640,942	$ 177,745,960	$ 175,120,150
Estimated Airline Revenue Sharing	$ (5,171,045)	$ (5,599,414)	$ (563,958)
Estimated Airline Settlement		3,570,064	
ASIP Waivers	(4,341,539)	(5,456,396)	(2,815,102)
Funds Available for Capital Improvements & Reserves	$ 157,128,357	$ 170,260,214	$ 171,741,090
Capital Improvements Funded by Authority Funds	$ (38,454,898)	$ (38,454,898)	$ (149,670,870)
Capital Equipment Funded by Operations	(2,854,345)	(2,854,345)	(1,974,349)
Contributions to Reserves From Operations	$ 115,819,114	$ 128,950,971	$ 20,095,871

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
PROJECTED SUMMARY OF OPERATING RESULTS
FISCAL YEARS ENDING SEPTEMBER 30, 2025 AND 2026

AIRLINE COST PER ENPLANED PASSENGER	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Passenger Airline Landing Fees	$ 37,356,596	$ 37,230,028	$ 37,878,244
Terminal Building Rental Revenues, Support, & BHS Fees	60,248,391	59,430,579	64,535,855
Airside Building Rentals and PTS Fees	68,809,515	69,173,999	76,053,342
Total Airline Fees & Charges	$ 166,414,503	$ 165,834,606	$ 178,467,441
Estimated Airline Revenue Sharing Provision	$ (5,171,045)	$ (5,599,414)	$ (563,958)
Estimated Airline Settlement		$ 3,543,136	
ASIP Waivers	(4,341,539)	(5,456,396)	(2,815,102)
Net Airline Fees and Charges	$ 156,901,919	$ 158,321,932	$ 175,088,381
Estimated Enplaned Passengers	12,956,275	12,425,817	12,836,883
Airline Cost Per Enplaned Passenger	$ 12.11	$ 12.74	$ 13.64

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
RESERVE BALANCES FORWARD AND CONTRIBUTIONS TO RESERVES
FISCAL YEARS ENDING SEPTEMBER 30, 2025 AND 2026

CONTRIBUTION TO RESERVES AND RESERVE BALANCES FORWARD	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Reserves Balances Brought Forward	$ 353,569,708	$ 360,478,810	$ 473,003,905
Annual Contributions to Reserves (from Schedule 1, Page 1)	$ 115,819,114	$ 128,950,971	$ 20,095,871
Operating Reserve Deposit Requirement	$ (2,363,000)	$ (2,363,000)	$ (981,330)
ASIP Marketing Incentives	$ (1,000,000)	$ (1,562,876)	$ (1,000,000)
Employee Incentive Program	$ (5,750,000)	$ (5,000,000)	$ (5,000,000)
Authority Funded Capital Project Spend	$ (3,500,000)	$ (7,500,000)	$ (7,500,000)
Reserves Ending Balances	$ 456,775,821	$ 473,003,905	$ 478,618,447

CONTRIBUTION TO CFC RESERVES AND RESERVE BALANCES FORWARD	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
CFC Reserves Balances Brought Forward	$ 31,054,802	$ 31,027,633	$ 33,008,609
Contributions to CFC Reserves from CFC Revenue	$ 9,141,860	$ 7,303,887	$ 4,553,875
Reimbursement for Public Common Areas O&M	$ (1,228,738)	$ (1,208,663)	$ (1,939,795)
Reimbursement for Rental Car Center O&M	$ (2,130,376)	$ (2,114,248)	$ (2,186,671)
Rental Revenue Recovery	$ (2,000,000)	$ (2,000,000)	$ (2,000,000)
CFC Reserves Ending Balances	$ 34,837,548	$ 33,008,609	$ 31,436,018

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING REVENUES

DESCRIPTION	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Passenger Airline Revenue			
Passenger Airline Landing Fees	$ 37,356,596	$ 37,230,028	$ 37,878,244
Terminal Building Rental Revenues, Support, & BHS Fees	60,248,391	59,430,579	64,535,855
Airside Building Rentals and PTS Fees	68,809,515	69,173,999	76,053,342
Total Passenger Airline Landing Fees	$ 166,414,503	$ 165,834,606	$ 178,467,441
Concession Revenues			
Rental Cars Concessions	$ 51,858,196	$ 49,777,364	$ 50,879,529
Peer to Peer Rental	1,461,367	1,411,611	1,260,627
Food and Beverage Concessions	24,127,367	23,928,769	24,922,187
Retail Merchandise Concessions	11,938,110	11,658,235	12,002,495
Hotel Concessions	2,518,308	2,600,110	2,733,701
Advertising Concessions	2,499,555	2,700,739	2,798,170
Passenger Services Concessions	829,438	839,441	840,637
Other Concession Rentals	60,000	114,886	-
Total Concession Revenues	$ 95,292,340	$ 93,031,156	$ 95,437,346
Parking and Ground Transportation Revenue			
Parking	$ 115,471,819	$ 113,637,381	$ 117,329,577
Per Trip Fee	9,145,074	9,288,670	9,595,966
Total Parking and Ground Transportation Revenue	$ 124,616,892	$ 122,926,051	$ 126,925,542
Cargo Revenue			
Cargo Complex	$ 5,345,013	$ 4,668,945	$ 4,676,764
Cargo Ramp	184,784	200,612	204,000
Cargo Airline Landing Fees	1,554,056	1,675,519	1,732,780
Total Cargo Revenue	$ 7,083,853	$ 6,545,076	$ 6,613,544
TSA Revenues and Reimbursements			
Reimbursement for LEOs	$ -	$ -	$ -
Utilities Reimbursement	393,664	369,035	353,799
Space Rental	365,260	403,998	495,764
Total TSA Revenues and Reimbursements	$ 758,924	$ 773,034	$ 849,563
General Aviation			
Tampa International Airport	$ 4,249,132	$ 4,278,096	$ 4,314,411
Peter O Knight	667,556	657,571	664,402
Plant City	270,416	297,842	302,252
Tampa Executive Airport	1,161,946	1,273,543	1,338,711
Total General Aviation	$ 6,349,051	$ 6,507,052	$ 6,619,776

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING REVENUES

DESCRIPTION	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Other Revenues			
Commercial Area Rentals	$ 8,526,021	$ 8,600,457	$ 8,875,032
SkyCenter	7,744,245	7,126,326	7,254,096
Terminal Complex Reimbursables	5,080,840	5,221,385	5,086,268
Maintenance Hangar & Fuel Farm	4,564,375	4,858,054	4,938,203
Flight Kitchen Concessions	1,394,124	1,436,344	1,421,187
Other Airfield Concessions	2,998,659	2,933,962	3,599,615
Distributed Antenna System (DAS)	466,322	466,321	466,350
Other Revenues FY2026 Budget	685,248	1,295,728	770,194
Total Other Revenues	$ 31,459,834	$ 31,938,577	$ 32,410,944
Interest Income	$ 38,704,591	$ 52,622,576	$ 45,637,092
	-		
Total Operating Revenues	$ 470,679,987	$ 480,178,128	$ 492,961,249
Less: Airline Settlement		$ 3,543,136	
Less: Total ASIP Fee Waivers	$ (4,341,539)	$ (5,456,396)	$ (2,815,102)
Net Operating Revenues	$ 466,338,448	$ 478,264,868	$ 490,146,147
Customer Facility Charges	$ 43,350,000	$ 41,777,943	$ 43,031,282
Passenger Facility Charges	$ 50,052,702	$ 49,094,403	$ 50,718,523

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING EXPENSES

DESCRIPTION	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Salaries and Benefits			
Salaries & Wages	$ 64,638,630	$ 63,749,561	$ 68,385,277
Overtime & Holiday Worked	1,433,689	1,789,780	1,530,515
FICA Contributions	5,087,561	4,904,599	5,231,981
Florida State Retirement	11,426,046	11,416,814	12,159,391
Deferred Compensation	1,591,758	1,374,961	1,445,857
Retention Agreements	1,146,474	594,045	1,343,335
Group Medical Insurance	13,421,090	13,364,991	14,104,822
Other Employee Insurance	739,686	688,144	669,073
Compensation Insurance	989,554	960,054	1,095,590
Uni-leave and Vacation Payout	1,594,138	1,424,809	1,353,770
Other Employee Costs	1,342,354	1,332,916	1,260,445
Total Salaries and Benefits	$ 103,410,980	$ 101,600,674	$ 108,580,056
Contracted Services			
Legal	$ 275,000	$ 248,786	$ 250,000
Airport Engineering & Insurance Consultant	1,154,820	1,228,575	2,142,646
Audit	208,470	208,469	214,720
Business Improvement Studies	584,000	761,142	853,998
Other Services	5,521,232	5,104,276	5,592,701
Concession Warehouse Management Fee	2,419,503	2,419,503	2,519,615
Concessions Promotion Program	468,335	470,305	481,386
Aircraft Rescue & Fire Fighting	8,070,000	8,048,277	8,330,600
Public Parking	5,319,012	5,319,011	5,576,660
Employee Parking	2,946,882	2,924,266	3,116,578
Promotional Advertising	394,000	415,190	505,000
Environmental Testing/Monitoring	263,000	265,827	278,000
RAC Baggage Services	1,972,824	1,987,000	2,022,231
RAC Passenger Services	138,860	138,860	145,803
Total Contracted Services	$ 29,735,938	$ 29,539,486	$ 32,029,938

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING EXPENSES

DESCRIPTION	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Contractual Maintenance			
Janitorial	$ 15,780,708	$ 15,519,173	$ 16,631,027
Trash Removal	971,857	1,048,178	1,174,087
Shuttle Maintenance	4,420,700	4,311,576	4,662,247
Elevator/Escalators	3,105,146	3,195,617	3,230,400
SkyConnect Maintenance	6,727,465	6,523,544	6,512,032
Other Building Maintenance	2,458,503	2,393,621	2,763,898
Other Equipment Maintenance	5,918,659	6,021,575	6,952,974
Landscaping and Other	709,337	636,718	795,171
Total Contractual Maintenance	$ 40,092,375	$ 39,650,001	$ 42,721,836
Supplies and Materials			
Office Supplies, Postage, Books/Drawings	$ 115,378	$ 98,408	$ 114,221
Fuel, Oil and Lube	436,096	396,449	421,220
Electrical Supplies	1,851,767	1,940,656	1,994,977
Building Systems Supplies	683,575	1,066,205	769,156
Building Interiors/Exteriors Supplies	273,113	312,157	284,573
Ground Maintenance Supplies	167,820	145,606	165,494
Other Supplies & Materials	3,567,320	3,776,874	1,959,166
Total Supplies and Materials	$ 7,095,069	$ 7,736,354	$ 5,708,807
Utilities			
Telecommunications	$ 857,000	$ 1,009,554	$ 930,669
Electricity	14,631,703	13,362,726	14,219,893
Natural Gas	70,000	86,150	96,300
Water & Sewer	2,651,983	2,842,438	3,019,930
Total Utilities	$ 18,210,686	$ 17,300,867	$ 18,266,792
Insurance	$ 9,284,678	$ 8,691,816	$ 9,146,971

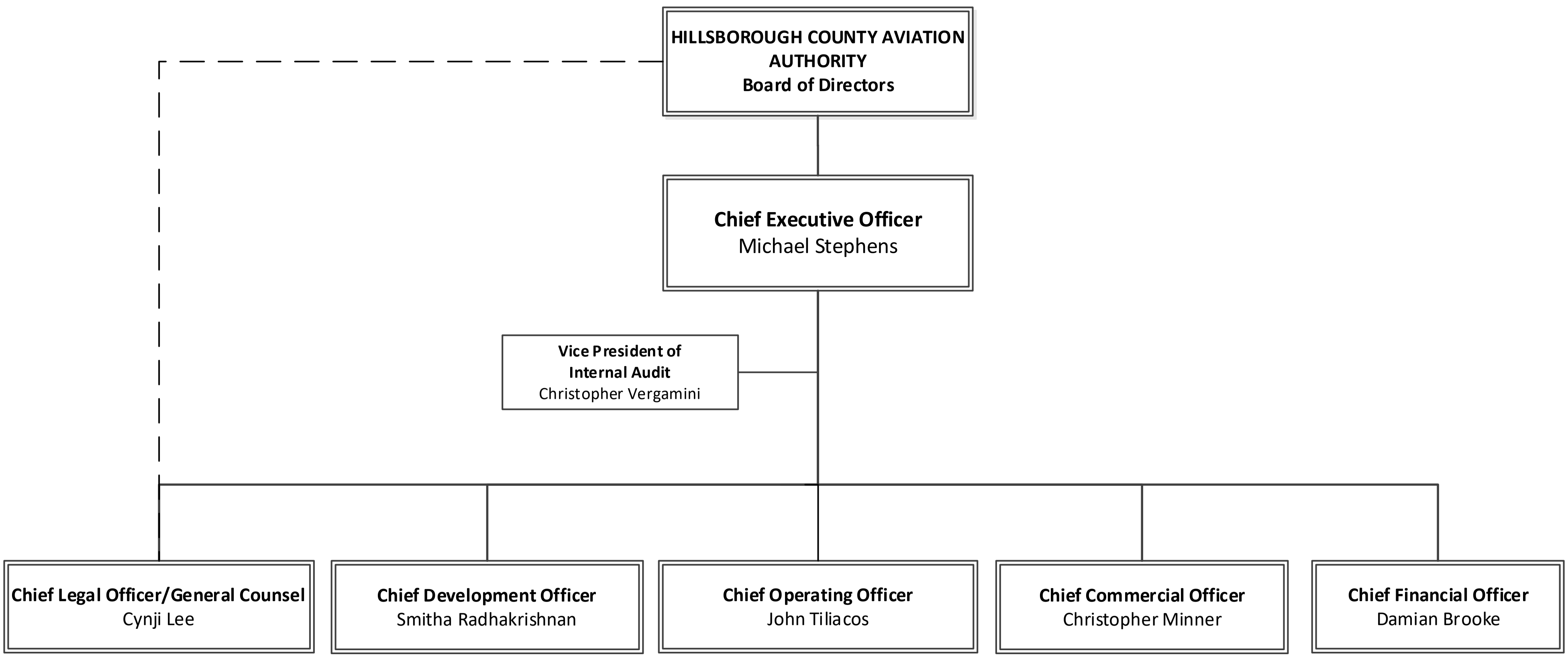
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF OPERATING EXPENSES

DESCRIPTION	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Other Expenses			
Cloud Information Service	$ 3,914,917	$ 3,783,457	$ 4,337,546
Dues & Subscriptions	920,750	866,456	883,128
Employee Recruitment	292,150	292,069	272,640
Promotion	1,434,082	1,393,976	1,221,877
Travel, Conferences & Training	1,655,745	1,383,298	1,401,714
Uniforms	196,645	200,749	221,272
Ad Valorem Tax	879,585	334,016	529,180
Expensed Equipment	1,088,484	1,259,642	1,123,316
Miscellaneous	1,141,231	3,741,715	1,004,830
Maintenance Contingency	200,000	68,757	780,000
Skycenter O&M	818,569	779,068	781,968
Total Other Expenses	$ 12,542,158	$ 14,103,201	$ 12,557,471
Total Operating Expenses	$ 220,371,883	$ 218,622,399	$ 229,011,870
O&M Costs Assigned to Projects	$ (6,926,848)	$ (6,584,592)	$ (7,276,999)
Net Operating Expenses	$ 213,445,035	$ 212,037,809	$ 221,734,870
Funded by Customer Facility Charges (CFCs)	$ (7,685,208)	$ (7,495,782)	$ (9,654,185)
Net Operating Expenses from Current Operations	$ 205,759,826	$ 204,542,025	$ 212,080,686

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
SUMMARY OF TRAVEL, CONFERENCES AND TRAINING

EVP	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
Chief Executive Officer	$ 57,720	$ 76,362	$ 103,275
Chief Financial Officer	354,452	331,200	305,768
General Counsel	202,829	143,341	164,757
Chief Commercial Officer	465,647	386,919	342,929
Chief Operating Officer	377,297	312,103	323,385
Chief Development Officer	197,800	133,373	161,600
Total Travel, Conferences and Training	**$ 1,655,745**	**$ 1,383,298**	**$ 1,401,714**

HILLSBOROUGH COUNTY AVIATION AUTHORITY
Executive Organizational Chart



HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
ANNUAL SALARY RANGES

General Salary Grades		SALARY RANGE MINIMUM	SALARY RANGE MAXIMUM
Pay Grade 1:	Trades/Administrative/Technical/Professional	$ 27,300.00	$ 76,066.00
Pay Grade 2:	Trades/Administrative/Technical/Professional	$ 37,800.00	$ 85,176.00
Pay Grade 3:	Trades/Administrative/Technical/Professional/Supervisor	$ 47,610.00	$ 90,963.00
Pay Grade 4:	Trades/Administrative/Technical/Professional/Supervisor	$ 52,069.00	$ 104,956.00
Pay Grade 5:	Administrative/Technical/Professional/Supervisor/Manager	$ 64,489.00	$ 136,444.00
Pay Grade 6:	Manager/Professional	$ 70,639.00	$ 164,462.00
Pay Grade 7:	Senior Manager	$ 76,593.00	$ 189,587.00
Pay Grade 8:	Director	$ 95,741.00	$ 238,554.00
Pay Grade 9:	Vice President	$ 138,824.00	$ 300,785.00
Pay Grade 10:	Executive Vice President	$ 215,177.00	$ 560,000.00

Police Salary Grades		SALARY RANGE MINIMUM	SALARY RANGE MAXIMUM
Pay Grade PK:	Police Trainee	$ 47,633.04	$ 52,044.72
Pay Grade PL:	Police Officer	$ 61,599.94	$ 120,407.63
Pay Grade PN:	Police Corporal	$ 75,706.39	$ 131,006.37
Pay Grade PP:	Police Sergeant	$ 86,442.72	$ 147,581.18
Pay Grade PQ:	Police Lieutenant	$ 95,086.99	$ 162,339.30

LEOs work a 2184 work schedule

Maintenance Salary Grades		SALARY RANGE MINIMUM	SALARY RANGE MAXIMUM
Pay Grade M1:	Trades	$ 44,512.00	$ 68,994.00
Pay Grade M2:	Trades/Technical	$ 47,456.00	$ 73,557.00
Pay Grade M3:	Trades/Technical	$ 53,151.00	$ 82,384.00
Pay Grade M4:	Trades/Technical	$ 58,466.00	$ 90,622.00
Pay Grade M5:	Supervisor	$ 64,312.00	$ 99,684.00
Pay Grade M6:	Manager	$ 80,736.00	$ 129,178.00
Pay Grade M7:	Manager/Professional	$ 97,691.00	$ 156,306.00

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
CAPITAL IMPROVEMENT PROJECTS EXPENDITURES ($000)
FISCAL YEAR 2026

		Estimated Expenditures by Fiscal Year (1)					
Budget FY2026 and Open Projects Prior Years	**Estimated Total Project Expenditures**	**Through FY2025**	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**	**FY 2030 forward**
Budget FY2026 Projects	$ 835,466	$ -	$ 89,918	$ 273,056	$ 286,132	$ 165,170	$ 21,189
FY2025 Projects	76,395	11,787	19,841	41,387	3,380	-	-
FY2024 Projects	67,773	47,568	17,652	2,554	-	-	-
FY2023 Projects	886,700	150,567	144,743	282,227	279,055	30,109	-
FY2022 Projects	50,126	42,203	7,253	669	-	-	-
FY2021 Projects	85,551	79,943	5,607	-	-	-	-
FY2020 Projects and Prior Projects	140,109	136,466	3,644	-	-	-	-
	$ 2,142,120	**$ 468,534**	**$ 288,657**	**$ 599,892**	**$ 568,567**	**$ 195,279**	**$ 21,189**

		Estimated Funding Sources for FY2025 Expenditures (2)							
Source of Funding in FY2026	**Estimated FY2026 Project Expenditures**	**AIP/TSA Grants**	**Federal AIG Grants**	**FDOT Grants**	**Authority Bank Note/ Bonds**	**Funds From Operations**	**CFC Funds**	**PFC Funds**	**Reserve Funds**
Budget FY2026 Projects	$ 89,918	$ 3,208	$ 93	$ 1,352	$ 40,236	$ 44,936	$ -	$ -	$ 92
FY2025 Projects	19,841	1,838	-	1,094	-	14,611	-	-	2,298
FY2024 Projects	17,652	412	-	772	542	15,926	-	-	0
FY2023 Projects	144,743	-	-	16,387	71,219	21,697	-	35,440	0
FY2022 Projects	7,253	254	-	839	1,004	5,155	-	-	0
FY2021 Projects	5,607	-	-	601	4,882	124	-	-	0
FY2020 Projects and Prior Projects	3,644	-	-	1,461	1,051	183	-	-	948
	$ 288,658	**$ 5,712**	**$ 93**	**$ 22,507**	**$ 118,935**	**$ 102,632**	**$ -**	**$ 35,440**	**$ 3,338**

Notes:
(1) The Project Expenditures are estimates which will be adjusted based upon receipt of final costs determined through the Authority procurement process.
(2) The Funding Sources shown are estimates and may change, based on project costs, availability of grant funding or other factors.

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
BUDGET REQUEST FOR CAPITAL IMPROVEMENT PROJECTS
FISCAL YEAR 2026

Project Description		Estimated Project Cost	AIP Grants	AIG Grants	FDOT Grants	Bank Note/ Bonds	Authority Funds From Operations	RCFC Funds	PFC Funds	Reserve Funds
Centralized Checked Baggage System (Construction)	8515 24	298,648,700				298,648,700				
Ticket Level Expansion & Optimization	8655 22	285,774,000				285,774,000				
R/W 1R-19L and T/W Reconstruction (Design)	8650 26	60,888,100	12,839,505		6,000,000	42,048,595				
Airside E Passenger Boarding Bridges Replacements	7460 26	35,879,400				28,703,520	7,175,880			
TPA Fuel Committee Projects and Fuel Farm Tank Expansion	7465 26	32,075,200					32,075,200			
Taxiway T Relocation	7470 26	18,006,900			2,000,000		16,006,900			
Premium Parking Installation	7350 26	12,890,000					12,890,000			
Financial System Major Upgrade	7480 26	9,961,300					9,961,300			
Police K9 and Training Facility Reno and Exp	7500 26	8,668,700					8,668,700			
Parking Garage Rehabs and SkyConnect Guideway Improvements	7520 26	8,411,800					8,411,800			
Airside A Chiller Replacement	7490 26	7,519,000		2,000,000			5,519,000			
Main Terminal and Airside Finishes Refurb and Carpet Replacement	7535 26	6,708,500					6,708,500			
Sanitary and Grease Line Replacement	7670 26	6,250,000					6,250,000			
Paging System Upgrade - Campus Wide	7510 26	5,459,100					5,459,100			
Northwest Remain Overnight Parking Apron (Design Only)	8665 26	5,084,600					5,084,600			
Airside F PCA chillers replacement	7610 26	3,655,000					3,655,000			
VDF New Maintenance Facility	7475 26	3,583,700					3,583,700			
Economy Parking RD & SkyCenter DR Improvements	7585 26	3,500,000					3,500,000			
GA Pavement Rehab (TPF, PCM, VDF)	7515 26	3,139,000	2,511,200				627,800			
Seawall Rehabilitation (TPF)	**7555 26**	3,033,300	2,729,970				303,330			
LTPG Helices Lighting Replacement	7540 26	2,635,200					2,635,200			
Rehab R/W 1L-19R Complex (Design Only)	8660 26	2,439,500				2,439,500				
STPG Fire Detection System (Lidar) (Phase1)	7335 26	2,000,000					2,000,000			
FY ITS Commodity Purchases	7560 26	1,900,000					1,900,000			
ITS Special Commodity Purchases Phase 2	7580 26	1,400,000					1,400,000			
Main Terminal Technology Modernization Phase 1	7530 26	1,250,000					1,250,000			
Common Use Passenger Processing System Enhancement	7590 26	1,100,000					1,100,000			
Fire Alarm System Upgrades Phase 3	7322 26	1,040,500					1,040,500			
EG North and South A/C replacement	7630 26	994,000					994,000			
GA NAVAIDs Replacement (VDF, PCM)	7620 26	737,800					737,800			
Maintenance and Tenant Contingency	7625 26	432,560					432,560			
Airside C airline and TSA space rehabilitation	7640 26	200,000					200,000			
Airside A boarding bridge carpet replacement	7650 26	100,000					100,000			
SkyCenter One Building Contingency	7655 26	100,000								100,000
Total Capital Improvement Program		**$ 835,465,860**	**$ 18,080,675**	**$ 2,000,000**	**$ 8,000,000**	**$ 657,614,315**	**$ 149,670,870**	**$ -**	**$ -**	**$ 100,000**

Notes:

(1) The Estimated Project Costs listed above are engineering estimates which will be adjusted based upon receipt of final costs determined through the Authority procurement process

(2) The funding sources shown are an estimate at the time of budget submittal. The actual mix of funding could change, based on project costs, availability of grant funding or other factors.

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
EQUIPMENT FUND

DEPARTMENT	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY 2026 FINAL BUDGET
General Aviation & Reliever Airports	428,000	428,000	519,000
Operations	87,800	87,800	-
Terminal Operations & Ground Transportation			250,000
Public Safety & Security	450,000	450,000	166,201
Total Chief Operating Officer	**965,800**	**965,800**	**935,201**
Maintenance	1,739,233	1,739,233	974,148
Total Chief Development Officer	**1,739,233**	**1,739,233**	**974,148**
Concessions and Commerical Parking	-	-	65,000
Total Commercial Officer	**-**	**-**	**65,000**
Procurement	149,312	149,312	
Total Chief Financial Officer	**149,312**	**149,312**	**-**
Total Authority Wide Equipment Fund	**2,854,345**	**2,854,345**	**1,974,349**

HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF DEBT SERVICE

DESCRIPTION	FY 2025 FINAL BUDGET	FY 2025 PROJECTED RESULTS	FY2026 FINAL BUDGET
Principal Payments			
2015 Series B - Stand Alone (CFC Funded)	10,180,000	10,180,000	10,585,000
2018 Series B	7,515,000	7,515,000	7,715,000
2018 Series E	2,080,000	2,080,000	2,180,000
2018 Series F	2,265,000	2,265,000	2,375,000
2021 Series A	10,466,800	10,466,800	10,466,800
2022 Series A	10,435,000	10,435,000	14,390,000
2022 Series B	3,940,000	3,940,000	5,595,000
2022 Series A - Subordinated (PFC Funded)	13,930,000	13,930,000	14,240,000
2024 Series A	25,000,000	25,000,000	31,690,000
2024 Series B	160,000	-	-
Total Principal Payments	$ 85,971,800	$ 85,811,800	$ 99,236,800
		-	
Interest Payments			
2015 Series A - Stand Alone (CFC Funded)	4,448,750	4,448,750	4,448,750
2015 Series B - Stand Alone (CFC Funded)	11,969,196	11,969,196	11,563,930
2017 Series A	1,399,424	1,399,424	1,399,424
2018 Series B	638,388	638,388	445,253
2018 Series C	866,613	866,613	866,613
2018 Series E	6,117,500	6,117,500	6,013,500
2018 Series F	6,998,750	6,998,750	1,285,500
2018 Series F - Excess Bond Funded	-	-	5,600,000
2018 Series A - Subordinated (PFC Funded)	5,125,000	5,125,000	5,125,000
2021 Series A	357,965	357,965	238,643
2022 Series A	10,287,300	10,287,300	11,178,000
2022 Series B	4,855,025	4,855,025	4,738,400
2022 Series A (Capitalized Interest Funded)	1,412,450	1,412,450	-
2022 Series B (Capitalized Interest Funded)	80,375	80,375	-
2022 Series A - Subordinated (PFC Funded)	11,336,303	11,336,303	11,024,549
2024 Series A	3,852,550	3,852,550	2,783,800
2024 Series B	843,905	576,091	1,816,413
2024 Series B (Capitalized Interest Funded)	30,409,557	26,682,134	22,777,475
2020 Note	200,000	122,527	-
2025 Note	-	116,209	583,070
Total Interest Payments	$ 101,199,050	$ 97,242,550	$ 91,888,319
Grand Total Debt Service Payments	**$ 187,170,850**	**$ 183,054,350**	**$ 191,125,119**

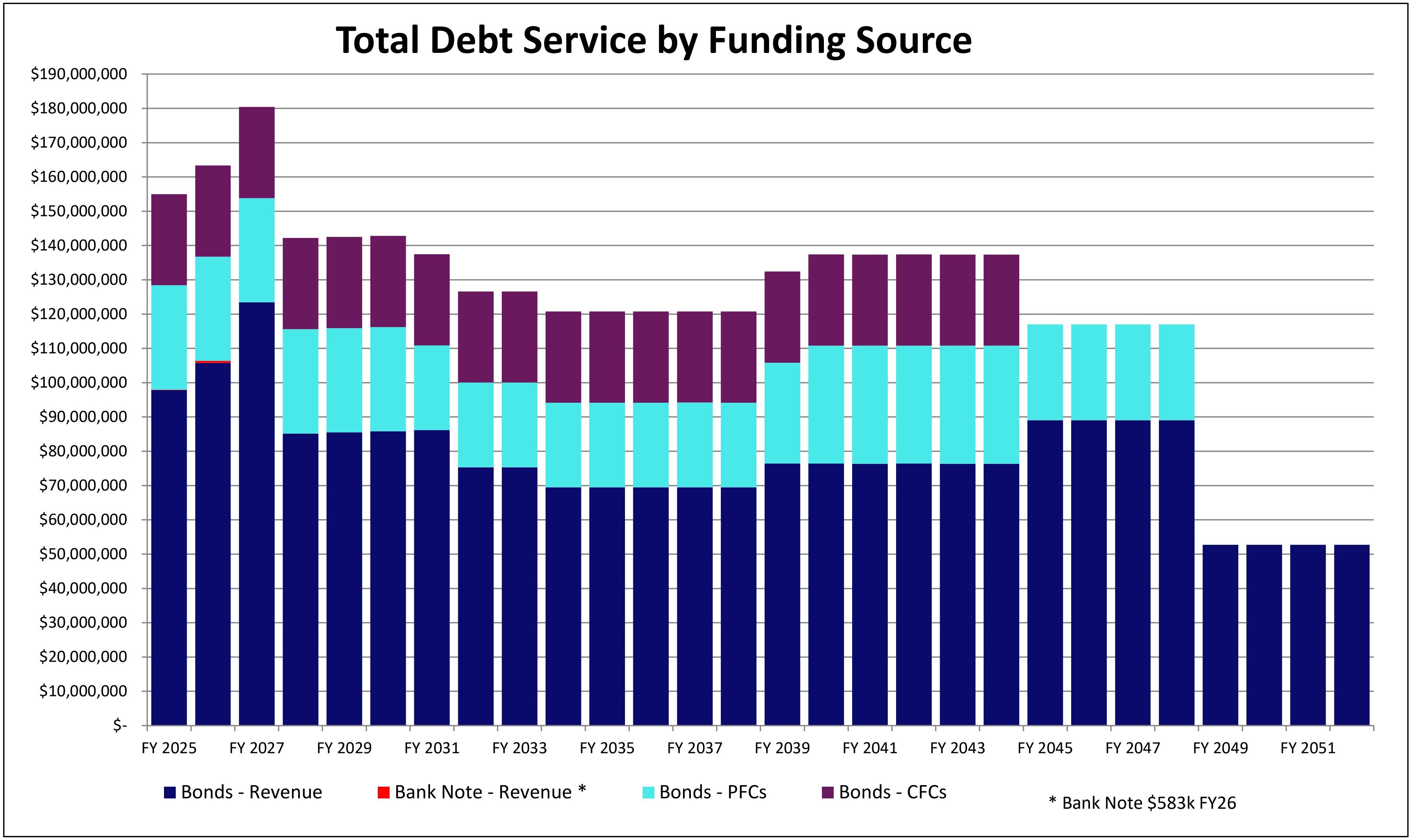
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL, PETER O. KNIGHT, PLANT CITY & TAMPA EXECUTIVE AIRPORTS
COMPARISON OF DEBT SERVICE

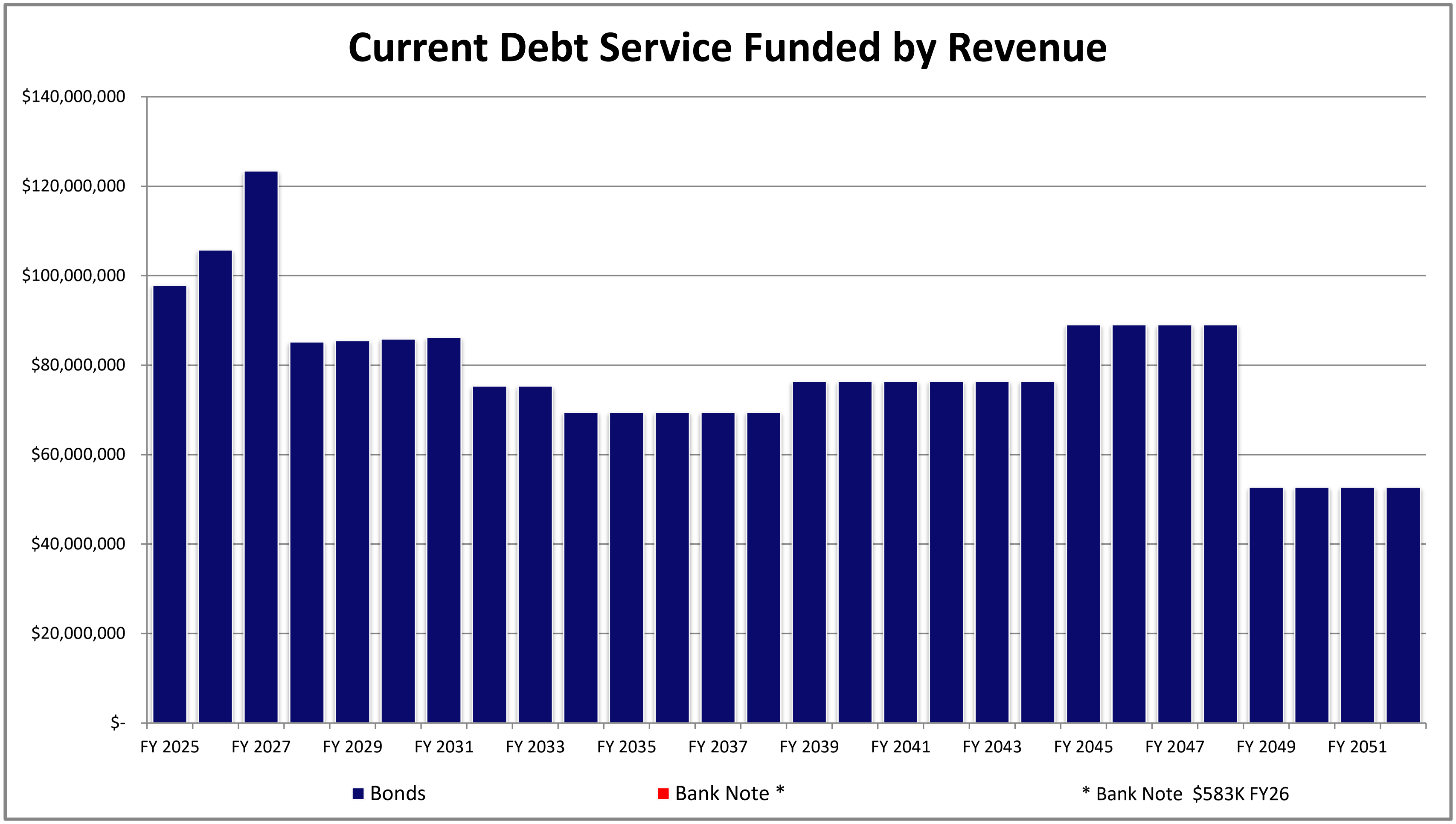
SUMMARY OF PROJECTED OUTSTANDING DEBT - SEPTEMBER 30, 2026

Bond Issue	
2015 Series A - Stand Alone (CFC Funded)	88,975,000
2015 Series B - Stand Alone (CFC Funded)	230,015,000
2017 Series A	54,665,000
2018 Series B	17,325,000
2018 Series C	26,665,000
2018 Series E	120,270,000
2018 Series F	137,710,000
2018 Series A - Subordinated (PFC Funded)	102,500,000
2021 Series A	20,933,600
2022 Series A	246,665,000
2022 Series B	104,690,000
2022 Series A - Subordinated (PFC Funded)	317,220,000
2024 Series A	64,745,000
2024 Series B	462,975,000
Grand Total Bond Debt	**$ 1,995,353,600**

Sources and Uses for the 2025 Note

Beginning Balance as of October 1, 2025	$ -
Draws	10,000,000
Repayments	-
Ending Balance as of September 30, 2026	**$ 10,000,000**


Total Debt Service by Funding Source
$190,000,000
$180,000,000
$170,000,000
$160,000,000
$150,000,000
$140,000,000
$130,000,000
$120,000,000
$110,000,000
$100,000,000
$90,000,000
$80,000,000
$70,000,000
$60,000,000
$50,000,000
$40,000,000
$30,000,000
$20,000,000
$10,000,000
$-
FY 2025
FY 2027
FY 2029
FY 2031
FY 2033
FY 2035
FY 2037
FY 2039
FY 2041
FY 2043
FY 2045
FY 2047
FY 2049
FY 2051
Bonds - Revenue
Bank Note - Revenue *
Bonds - PFCs
Bonds - CFCs
* Bank Note $583k FY26


Current Debt Service Funded by Revenue
$140,000,000
$120,000,000
$100,000,000
$80,000,000
$60,000,000
$40,000,000
$20,000,000
$-
FY 2025
FY 2027
FY 2029
FY 2031
FY 2033
FY 2035
FY 2037
FY 2039
FY 2041
FY 2043
FY 2045
FY 2047
FY 2049
FY 2051
Bonds
Bank Note *
* Bank Note $583K FY26

TPA Contacts

Important TPA Contacts:

OPS Communications Center:	813-870-8770
Maintenance Work Orders:	813-870-8740
Parking Permits:	813-870-8712
Badging Office:	813-870-8753
Airport Operations Manager:	813-870-8783

Tampa International Airport

Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

Dear Authorized Signatories,

he Tampa International Airport Badging Office offers the ability for Authorized Signatories and designated personnel to schedule appointments online. The electronic system requires all badge applicants to schedule an appointment for badge renewals and company changes.

The following link will guide signatory and designated personnel through the steps necessary to schedule appointments via: www.tampaairport.com/badging.

For all SIDA badge violations that may require retraining, please contact the Airport Badging Office at badgingoffice@tampaairport.com, since you will not be able to schedule this training online.

In addition, please send an e-mail to badgingoffice@tampaairport.com to request information and training on our web based electronic application process for all employees.

Airport Credentials - Operations
Tampa International Airport

Aerocore Technologies, LLC
James Hudmon
Program Manager

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Below Wing Services - Aircraft Maintenance

Updated: 02.12.26A

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Below Wing Services - Cargo Handling, Security

Updated: 02.12.26A

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Above & Below Wing Services, Aircraft Cabin Cleaning

Updated: 02.12.26A

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Above & Below Wing Services, Aircraft Cabin Cleaning

Updated: 02.12.26A

AGI Post
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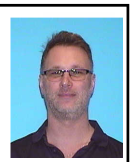
General Manager



Office: (813) 822-8220
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Below Wing Services – Cargo Handling

Updated: 02.12.26A

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Below Wing Services – Cargo Handling

Updated: 02.12.26A

For updates:
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Kendall Mardenborough

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Updated: 02.12.26A
Below Wing Services - Aircraft Maintenance

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Updated: 02.12.26A
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Updated: 02.12.26A
Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 02.12.26A
Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 02.12.26A
Above Wing Services – Luggage Transport to/from Main Terminal and RCC & Curbside Check-in

British Airways
Engineering Maintenance Station
David Blehm

Station Maintenance Manager

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Updated: 02.12.26A
Below Wing Services - Aircraft Maintenance

For updates:
Real Estate Department
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Updated: 02.12.26A
Above Wing Service – Cuba Service Provider

Fenix Logistix Inc.
Chris Flores

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Updated: 02.12.26A
Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 02.18.26
Above & Below Wing Services, Aircraft Cabin Cleaning,
Aircraft Search & Security Services, Wheelchair and Skycap Services

Gate Gourmet
Oscar Asencio

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Updated: 02.12.26A
Above Wing Services - Catering

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Updated: 02.12.26A
Below Wing Services - Aircraft Cabin Cleaning

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Updated: 02.12.26A
Above & Below Wing Services, GSE Maintenance, Aircraft Cabin Cleaning

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Updated: 02.12.26A
Above Wing Service – Cuba Service Provider

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Updated: 02.12.26A
Above Wing Services, Aircraft Cabin Cleaning

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Updated: 02.12.26A
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Updated: 02.12.26A
Above & Below Wing Services, GSE Maintenance, Aircraft Cabin Cleaning, Into Plane Fueling

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Updated: 02.12.26A
Aircraft Cleaning - Exterior

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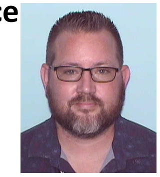
Updated: 02.12.26A
Below Wing – GSE Maintenance, Aircraft Maintenance

PEMCO d/b/a Airborne Maintenance
Steve Queal
Director of Materials



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Updated: 02.12.26A

Below Wing – GSE Maintenance, Aircraft Maintenance

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Updated: 5.08.25

Below Wing Services - Aircraft Cabin Cleaning, Exterior Aircraft Cleaning, Into Plane Fueling

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Updated: 02.12.26A

Wheelchair and Skycap Services

Quantem Aviation Services
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Updated: 02.12.26A

Above & Below Wing Services – GSE Maintenance

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Updated: 02.12.26A

Above Wing Services - Catering

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Updated: 02.12.26A

Below Wing Services – GSE Maintenance

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Updated: 02.12.26A

Below Wing - GSE Maintenance

Tri-Star Airport Handling Services Co.
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Updated: 02.12.26A

Below Wing – Cargo Handling

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Updated: 02.12.26A

Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 02.12.26A

Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 02.12.26A

Above & Below Wing Services, Aircraft Cabin Cleaning

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Updated: 02.12.26A

Aircraft Search & Security Services

Aerocore Technologies, LLC
James Hudmon
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Below Wing Services - Aircraft Maintenance

Updated: 02.12.26A

AGI Cargo LLC
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Below Wing Services - Cargo Handling, Security

Updated: 02.12.26A

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Above & Below Wing Services, Aircraft Cabin Cleaning

Updated: 02.12.26A

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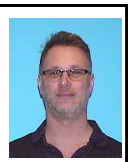
Above & Below Wing Services, Aircraft Cabin Cleaning

Updated: 02.12.26A

AGI Post
David Lizak
General Manager



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Below Wing Services – Cargo Handling

Updated: 02.12.26A

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Below Wing Services – Cargo Handling

Updated: 02.12.26A

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Below Wing Services - Aircraft Maintenance

Updated: 02.12.26A

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Below Wing Services - GSE Maintenance

Updated: 02.12.26A

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Above & Below Wing Services, Aircraft Cabin Cleaning

Updated: 02.12.26A

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Above & Below Wing Services, Aircraft Cabin Cleaning

Updated: 02.12.26A

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Above Wing Services – Luggage Transport to/from Main Terminal and RCC & Curbside Check-in

Updated: 02.12.26A

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Below Wing Services - Aircraft Maintenance

Updated: 02.12.26A

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Updated: 02.12.26A

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Updated: 02.12.26A

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Updated: 02.12.26A

Above & Below Wing Services, Aircraft Cabin Cleaning,
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Updated: 02.12.26A

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Updated: 02.12.26A

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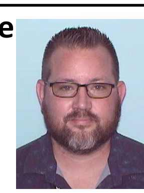

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Updated: 5.08.25

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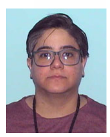

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Updated: 02.12.26A

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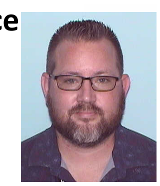

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Updated: 02.12.26A
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Updated: 02.18.26
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Below Wing Services - Aircraft Cabin Cleaning

Updated: 02.12.26A

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Above & Below Wing Services, GSE Maintenance, Aircraft Cabin Cleaning

Updated: 02.12.26A

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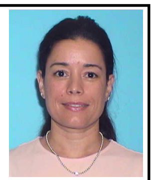

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Above Wing Services, Aircraft Cabin Cleaning

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Above & Below Wing Services, GSE Maintenance, Aircraft Cabin Cleaning, Into Plane Fueling

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Below Wing Services - Aircraft Cabin Cleaning, Exterior Aircraft Cleaning, Into Plane Fueling

Updated: 5.08.25

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Above & Below Wing Services, Aircraft Cabin Cleaning

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Below Wing Services - Aircraft Cabin Cleaning, Exterior Aircraft Cleaning, Into Plane Fueling

Updated: 5.08.25

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Above & Below Wing Services, Aircraft Cabin Cleaning, Aircraft Search & Security Services, Wheelchair and Skycap Services

Updated: 02.18.26

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Wheelchair and Skycap Services

Updated: 02.12.26A

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Above & Below Wing Services, Aircraft Cabin Cleaning, Aircraft Search & Security Services, Wheelchair and Skycap Services

Updated: 02.18.26

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Updated: 02.12.26A

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Updated: 02.12.26

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Updated: 02.12.26A

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Updated: 02.12.26A

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Updated: 02.12.26A

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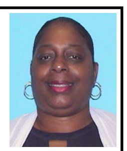

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Updated: 02.12.26A

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Updated: 02.12.26A

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Mobile: (347) 738-1293
E-mail: maria.natal@jetblue.com
TPA Address 4100 George J. Bean Parkway
Suite 2581
Tampa, FL 33607

A

Updated: 02.18.26

Porter Airlines
Jose Crea (AGI Ground, Inc.)
Station Manager

Mobile: (786) 426-8071
E-mail: jcrea@agi.aero
TPA Address 4235 Bessie Coleman Blvd.
Suite 5415
Tampa, FL 33607

F

Updated: 02.12.26A

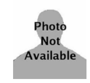
Southwest Airlines
Scotty Muller
Station Manager

Office: (813) 371-5640
Mobile: (813) 380-5438
E-mail: scotty.muller@wnco.com
TPA Address 4100 George J. Bean Parkway
Suite 2531
Tampa, FL 33607

C

Updated: 02.18.26

Spirit Airlines
Rosalba Cancel Olmo
Station Manager



Office: (813) 676-4420
Mobile: (787) 904-7518
E-mail: rosalba.cancelolmo@spirit.com
TPA Address 4100 George J. Bean Parkway
Suite 2511
Tampa, FL 33607

A

Updated: 02.18.26

Sun Country
Bryan Kobos
Director Ground Operations – East Region

Office: (651) 900-7156
Mobile: (651) 202-1608
E-mail: bryan.kobos@suncountry.com
TPA Address 4100 George J. Bean Pkwy.
Suite 2213
Tampa, FL 33607

A

Updated: 02.12.26A

United Airlines
Sahiri Villanueva
General Manager

Office: (813) 878-7059
Mobile: (401) 536-1422
E-mail: sahiri.villanueva@united.com
Address: 4100 George J. Bean Parkway
Suite 2113
Tampa, FL 33607

A

Updated: 02.12.26A

For updates:
Real Estate Department
Jackie Lyons at (813) 781-4513

United Airlines
Dan Sonego
Sr. Manager Tech Ops (Aircraft Maint.)

Office: (813) 878-7071
Mobile: (216) 577-8811
E-mail: dan.sonego@united.com
Address: 4330 N. West Shore Blvd.
Tampa, FL 33614

Updated: 02.12.26A

Hangar

United Parcel Service
Evan Girodet
TPA Gateway Manager

Office: (813) 350-2712
Mobile: (502) 767-6576
E-mail: egirodet@ups.com
TPA Address 4101 N. West Shore Blvd.
Tampa, FL 33614

Updated: 02.12.26A

Cargo Carrier

United Parcel Service
Richard Bean
Supervisor

Office: (813) 350-2705
Mobile: (919) 244-0464
E-mail: rmbean@ups.com
TPA Address 4101 N. West Shore Blvd.
Tampa, FL 33634

Updated: 02.12.26A

Cargo Carrier

Virgin Atlantic
Junior J. Narine
Airport Manager - TPA

Mobile: (347) 263-7365
E-mail: nizam.j.narine@fly.virgin.com
TPA Address 4100 George J. Bean Pkwy.
Suite 2311
Tampa, FL 33607

F

Updated: 02.12.26A

WestJet
Christopher Morales
(AGI Ground, Inc.)
General Manager

Mobile: (813) 848-7858
E-mail: cmorales@agi.aero
TPA Address 4100 George J. Bean Pkwy.
Suite 2213
Tampa, FL 33607

F

Updated: 02.12.26A

Frequently Asked Questions

FREQUENTLY ASKED QUESTIONS

Q) WHAT AIRLINES FLY IN AND OUT OF TAMPA INTERNATIONAL AIRPORT?

A) Visit: https://www.tampaairport.com/airlines

Q) WHO DO I CONTACT TO LEASE RETAIL SPACE?

A) Contact our Concessions department at ConcessionsandCommercialParking@TampaAirport.com

Q) WHERE CAN I FIND A LISTING OF ALL AIRPORT TENANTS, INCLUDING SHOPS, RESTAURANTS AND AIRLINES?

A) Visit: https://www.tampaairport.com/contact-tpa

Q) HOW CAN I FIND OUT ABOUT EMPLOYMENT WITH THE HILLSBOROUGH COUNTY AVIATION AUTHORITY, AIRLINES AND OTHER AIRPORT TENANTS (INCLUDING ALL SHOPS AND RESTAURANTS)?

A) Visit: https://www.tampaairport.com/business/career-opportunities

Q) HOW CAN I REQUEST PUBLIC RECORDS FROM THE HILLSBOROUGH COUNTY AVIATION AUTHORITY?

A) Visit: https://www.tampaairport.com/public-records

Q) HAS THERE BEEN ANY CHANGES IN THE BOARD PROCESS AS FAR AS SUSTAINABILITY AND ALSO COVID-19?

A) Only one original contract is needed from the Company for Board signature. We now accept electronic notaries and electronic signatures. At the conclusion of the Board meeting, Real Estate will retain a scanned copy of the fully executed contract and email the fully executed original to the Company. In some cases, by Company's request, a fully executed contract will be mailed in lieu of emailing.

Q) HOW DOES A TENANT ACQUIRE A U.S. POST OFFICE MAILBOX?

A) Please contact: Jackie Lyons, Real Estate, Business Office Manager
C: (813) 870-7861 | E: JLyons@TampaAirport.com

Q) WHAT IS THE APPROXIMATE TIME FRAME TO BRING AN AGREEMENT TO THE BOARD?

A) Approximately two months. The Real Estate Team must follow strict guidelines and adhere to a lengthy checklist in order to bring an item to the Board. There are often long lead times for receiving and approving payment security and insurance.

Q) HOW DOES A TENANT ACQUIRE A KNOXBOX?

A) To order the KnoxBox, go to https://www.knoxbox.com/ and complete the online form.
Note: When ordering the KnoxBox, type in **Tampa Fire Rescue** as the Local Fire Dept./Agency.

Please contact the **Airport Division Fire Chief** to get the location and height requirements.
And keep HCAA's Security Operations informed at: rfurman@tampaairport.com.

FREQUENTLY ASKED QUESTIONS

Once the order form is complete, a request is sent to the **Fire Department** for approval.

Airport Division Chief, Fire | Tampa International Airport | C: 813-267-0335
City of Tampa, 3911 Bessie Coleman Blvd., Tampa, FL 33607

Q) HOW DOES A TENANT NOTIFY HCAA OF A CHANGE IN ADDRESS?

A) Send a letter (mailed) pursuant to your [Operating/Space Rental/etc.] Agreement > *Notices and Communication Article*, stating the change of address. Please also email a PDF of the letter to your HCAA Real Estate contact.

Example:

"Pursuant to Article (*XX*) of (*Company Name*)'s (*Full Agreement Name, example: "Operating Agreement for Ground Handlers")* with the Hillsborough County Aviation Authority (HCAA), (*Company Name*) is hereby notifying HCAA that (*Company Name*)'s new address is: *(Please include both mail delivery and hand delivery addresses).*

Please mail the letter to the following address:

Hillsborough County Aviation Authority
Tampa International Airport
P.O. Box 22287
Tampa, FL 33622-2287
Attention: Real Estate

Q) CAN AN AIRLINE HAVE CUSTOMIZED STANCHIONS?

A) Please refer to *Operating Directive No. D342.01.01 - Display or Placement of Tenant Related Signs, Materials, Decorations and Equipment in Public Areas at Tampa International Airport*

Located at https://www.tampaairport.com/business/airport-operations > Operating Policies, Directives, and Standard Procedures.

Q) HOW DO I SET UP EMPLOYEE PARKING AT TPA?

A) The parking permit process should not take long. An employee completes a registration card, and then the company completes a parking card. Once the paperwork is complete, parking access is "turned on" on the employee's badge.

Tiffini Rendon is the contact person for billing/paperwork for all employee parking, including those on the airside truck court. And, for parking spaces on the airside truck court (Managers only) please contact TerminalAOM@TampaAirport.com.

Tiffini's contact information:

Tiffini Rendon, Employee Parking Administrator
ABM | Aviation | P: 813-870-8792 | E: TRendon@TampaAirport.com
Office Hours: Mon-Fri 8am-4pm

FREQUENTLY ASKED QUESTIONS

Physical Location:
4801 N. Hoover Blvd., Tampa, FL 33634

Mailing Address:
HCAA, PO Box 23703 Tampa, FL 33623, ATTN: Employee Parking

Q) WHAT IS THE STREET ADDRESS OF THE AIRPORT AUTHORITY FOR COURIER DELIVERIES?

A) Tampa International Airport, 5411 SkyCenter Dr., Suite 500, Tampa, FL 33607

Q) WHAT IS THE PROCESS FOR A COMPANY COORDINATING DELIVERIES TO AN AIRSIDE?

A) E.G. Company wishes to make deliveries (e.g., furniture) from a vehicle to Airside E.

These deliveries can come via the Airside E truck court. The Company Station Manager should coordinate escort through the truck court and up to the designated Level of Airside E.

Please note: Airside E no longer has a guard maintaining control; access is controlled by an electronic gate on the Airports ACS system. HCAA's Security Operations should be notified by e-mail at: rfurman@tampaairport.com, and will make any notification necessary.

Q) WHAT ARE "ALL-IN" AVIATION FUEL PRICES?

A) At TPA, we have two into-plane fuelers, Menzies and PrimeFlight.

The airline would contract directly with one of the two into-plane fuelers.

Into-plane providers charge either per gallon or flat rate. And, the rate all depends on the amount of fuel needed, length of contract, and number of operations.

Airlines typically use suppliers, such as World Fuel, to arrange their fuel needs and the into-plane fuelers provide the airlines with all-in quotes. Note: The airline would be able to collect directional fees from its supplier, even if it were to contract directly with Menzies or PrimeFlight.

The three major suppliers are: World Fuel Services, AVFuel, & AEG Fuels.

Q) RESPONSIBILITIES: FIRE SAFETY EQUIPMENT / FIRE SUPPRESSION SYSTEMS AT NORTH CARGO

A) Tenant's Responsibility:

- The Tenant should submit a Work Order and copy their Real Estate contract manager so that the Authority can contract with Simplex to fix/replace.
  - All repairs must be made through the Authority.
  - The Tenant is not to fix/replace the system or equipment on its own, or through its own vendors.
- If the equipment/system is damaged/worn due to age or other factors not related to Tenant negligence, the Authority will fix/replace and not charge back to Tenant

Authority's Responsibility: The Authority is responsible for maintaining the systems.

Sample Operating Agreement

OPERATING AGREEMENT

FOR

GROUND HANDLERS

TAMPA INTERNATIONAL AIRPORT

Tampa, Florida

BY AND BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

[COMPANY'S NAME]

BOARD DATE: ____________________________

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Attn: Contract Manager
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

TABLE OF CONTENTS

HILLSBOROUGH COUNTY AVIATION AUTHORITY
OPERATING AGREEMENT FOR GROUND HANDLERS
TAMPA INTERNATIONAL AIRPORT

THIS OPERATING AGREEMENT FOR GROUND HANDLERS (Agreement) is made and entered into this ___ day of ___________________, 202_, by and between HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district, under the laws of the State of Florida (Authority) and [COMPANY'S NAME], a [organizational structure] company organized and existing under the laws of the State of [State] and authorized to conduct business in the State of Florida (Company) (hereinafter individually and collectively referred to as Party or Parties). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Article 2 hereof.

WITNESSETH:

WHEREAS, the Authority has the ownership, custody, control and management of Tampa International Airport located in Hillsborough County, State of Florida; and

WHEREAS, Authority has the right to provide for the use of land, property and facilities of the Airport and has full power and authority to enter into this Agreement in respect thereof; and

WHEREAS, Company is engaged in the business of providing ground handling services for air transportation companies; and

WHEREAS, Company desires to obtain certain rights, services and privileges as a ground handler in connection with the use of the Airport and the Authority is willing to grant the same to Company upon the terms and conditions hereinafter stated; and

WHEREAS, Companies performing ground handling activities at the Airport are, at a minimum, required to execute an operating agreement for the use of the Airport prior to commencing service at the Airport; and

WHEREAS, the Authority and Company agree to enter into this Agreement specifying the rights and obligations of the Parties with respect to the use of the Airport by Company.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties enter into this Agreement and agree, each for itself and its successors and assigns, as follows:

ARTICLE 1
RECITALS

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

ARTICLE 2

DEFINITIONS

The following terms will have the meanings as set forth below:

2.01 Act shall mean Chapter 2022-252, Laws of Florida, as may be amended from time to time.

2.02 Acting Manager shall mean a qualified subordinate to be in charge and to act on behalf of the Station Manager.

2.03 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.

2.04 Airport shall mean Tampa International Airport, owned and operated by the Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.

2.05 Airside Buildings shall mean the building or buildings at the Airport through which passenger aircraft are loaded or unloaded.

2.06 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.

2.07 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.

2.08 Authority Data shall include all data, drawings, specifications, reports, and any other information provided by the Authority or generated by Authority or Company in the course of providing services.

2.09 AOA shall mean the Aircraft Operations Area.

2.10 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation environmental laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to Company the Airport (including Authority Rules and Regulations adopted by the Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

2.11 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan, Wildlife Hazard Management Plan and Airport Emergency Plan and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.

2.12 Bonds shall mean all notes, bonds, or other obligations or indebtedness issued pursuant to the Trust Agreement and secured by a pledge of revenues or net revenues of the Airport system, on either a senior or subordinated basis. The term "Bonds" does not include other bonds, such as subordinated indebtedness and special facility revenue bonds, that are not secured by general Airport system revenues and are issued pursuant to a separate indenture, which may be issued to finance capital projects at or related to the Airport system.

2.13 BMP shall mean best management practice.

2.14 CHRC shall mean an FBI fingerprint-based criminal history records check.

2.15 Chief Executive Officer (CEO) shall mean the Chief Executive Officer of the Authority and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.

2.16 Company's Customers shall mean customers with which Company is doing business, including Signatory Airlines, Non-Signatory Airlines, and nonscheduled, charter or itinerant aircraft, when such aircraft are lawfully located within the potential use areas as depicted in Exhibit A to this Agreement, attached hereto and by this reference made a part hereof.

2.17 Company Parties shall mean, collectively, the Company and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.

2.18 DBE shall mean Disadvantaged Business Enterprise

2.19 Disabled Equipment shall mean disabled and/or derelict vehicles and GSE.

2.20 Effective Date shall mean [DATE]

2.21 EPA shall mean the Environmental Protection Agency.

2.22 EPC shall mean the Environmental Protection Commission of Hillsborough County.

2.23 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.

2.24 FAC shall mean Florida Administrative Code.

2.25 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.

2.26 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.

2.27 Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, at the time of the Effective Date, is the period of twelve (12) consecutive months, ending with the last day of September of any year.

2.28 FLUCP shall mean the Florida Unified Certification Program.

2.29 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport, Air Carriers and/or Company.

2.30 GSE shall mean ground service equipment.

2.31 ID Media shall mean Airport Identification badge.

2.32 Indemnified Party or Indemnified Parties shall mean the Authority, its successors and assigns, and each of the Authority's Board of Directors, members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.

2.33 Non-Signatory Airline shall have the meaning as set forth in the Resolution.

2.34 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to the Authority in an amount equal to the estimate of three (3) months' fees, tax assessments, and charges (excluding PFCs), payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all fees, tax assessments, and charges due under this Agreement.

2.35 PFC shall mean Passenger Facility Charge.

2.36 Rents shall mean the rents and other fees and charges charged to the Company pursuant to this Agreement as set forth in this Agreement.

2.37 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of Directors of the Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.

2.38 Sensitive Security Information (SSI) shall mean information that, if publicly released, would be detrimental to the security of the Airport or business operations of the Authority and its suppliers including, but not limited to, documents, maps, or drawings of the Airport which includes secure Airport locations, social security numbers, account numbers, driver's license numbers, trade secret information, system security information, transportation infrastructure, security training materials, security screening information, and security measures.

2.39 SIDA shall mean Security Identification Display Area.

2.40 Signatory Airline shall mean a passenger Air Carrier that is a party to an active space rental agreement for space within the Terminal Complex or an all-cargo Air Carrier that is a party to an active lease of space in the cargo cost and revenue center in the form prescribed by the Authority, either of which incorporates the terms and conditions of the Resolution.

2.41 STA shall mean Security Threat Assessment.

2.42 State shall mean the State of Florida.

2.43 Station Manager shall mean a fully qualified and experienced manager assigned to a duty station or office at the Airport who will be available at all times.

2.44 Term shall have the meaning set forth in Section 3.02 of this Agreement.

2.45 Terminal Building shall have the meaning as set forth in the Resolution.

2.46 Terminal Complex shall have the meaning as set forth in the Resolution.

2.47 Trust Agreement shall mean the Senior Codified and Restated Trust Agreement dated November 7, 2018, as supplemented, amended and recodified from time to time, authorizing the issuance by the Authority of Bonds with respect to the Airport system.

2.48 TSA shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act (ATSA), Public Law 107-71 of 2001, as amended, or any successor agency thereto.

ARTICLE 3
TERM

3.01 Agreement Date

This Agreement will become binding and effective upon approval and execution by Authority and Company (Agreement Date). This Agreement 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.

3.02 Term

This Agreement will begin on the Effective Date and continue through September 30, 2027 (Term), unless terminated earlier as provided herein.

3.03 Commencement of Fees and Charges

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

3.04 Commencement of Operations

Company shall commence services on the Effective Date and will continue for the Term of this Agreement.

3.05 Commencement of Rents

The Rents due under this Agreement shall commence on the Effective Date and continue throughout the Term of this Agreement, unless this Agreement is terminated earlier as provided herein.

3.06 Termination

This Agreement may be terminated by the Authority, with or without cause, upon thirty (30) days' written notice to Company. If Company is not in default of any terms of this Agreement or in the payment of any Rents, payments, fees or other charges to the Authority, this Agreement may be terminated by Company, with or without cause, upon thirty (30) days' written notice to the Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such later date as set forth in the notice of termination.

ARTICLE 4
USES AND RESTRICTIONS

4.01 Company's Rights and Privileges

In addition to all rights granted elsewhere in this Agreement, Company will have the right to use, in common with others so authorized by the Authority, areas (other than areas leased exclusively or preferentially to others), facilities, equipment, and improvements at the Airport for the operation of Company's ground handling business and all activities reasonably necessary to such operations serving Company's Customers. The rights and privileges granted to the Company pursuant to this Article will be subject to Authority Rules and Regulations, as they may be amended from time to time.

A. Services

Company will have the non-exclusive right to provide the following ground handling services to Company's Customers:

1) Meteorological Investigation Service

To provide data and information based on the analysis and interpretation of weather charts and other meteorological information and to plan flights of aircraft in accordance with accepted techniques.

2) Dispatch and Communications Service

To provide ground-to-aircraft radio communication service and, in connection with such service, to ask for flight clearances, send and receive standard arrival information, and handle departure flight plan messages with appropriate distribution of such messages as are received; and to provide stand-by radio flight services for aircraft in flight and data and information that will calculate and determine fuel loads and take-off and landing weights for aircraft.

3) Cargo and Ramp Service

To load, unload, sort, and deliver air cargo, packages and mail to and from appropriate designated locations on Airport, including, but not limited to, the United States' postal facility and air cargo facilities and baggage make-up areas of the Airport; provided that Company will not use terminal aircraft aprons immediately adjacent to the Terminal Complex to load or unload all-cargo aircraft unless otherwise authorized in writing by the Authority; to guide aircraft in their use of loading and unloading positions; to furnish and place in position and thereafter remove necessary and appropriate loading bridges, steps and power equipment for the safe and efficient loading and unloading of passengers, baggage and cargo to and from an aircraft; to clean aircraft interiors and exterior windows; and to provide a fire guard equipped with approved firefighting equipment.

4) Limited Aircraft Maintenance

To provide limited aircraft maintenance with personnel qualified by the FAA.

5) Equipment Rental and Maintenance

To rent ramp equipment to Company's Customers and to maintain ramp equipment owned by Company or Company's Customers.

6) Passenger Service

To provide passenger check-in, ticketing and related passenger services; to prepare clearance documents for passengers, cargo and baggage as may be required by all governmental agencies; to furnish linguists for the assistance of passengers speaking a foreign language; and to arrange with companies authorized by the Authority for the provision of in-flight meals for departing aircraft but not to prepare or sell in-flight meals. Company will not accept, load, unload or deliver plastic wrapped bags unless otherwise authorized in advance and in writing by the Authority.

7) Sanitary Disposal Services

To provide sanitary service to Company's Customers; and to use, in common with others, the Authority's triturator facility for the emptying of lavatory vehicles.

8) Catering Coordination Services

To coordinate the delivery of catering to Company's Customers from companies authorized to conduct business on the Airport.

9) Aircraft Cleaning

To provide exterior or interior aircraft cleaning; wash aircraft; wash aircraft engines; and conduct deicing/defrosting operations.

10) Into Plane Fuel Service for Commercial Air Carriers

(a) To receive and pump fuel to and from the fuel hydrant system at the Airport for transfer to air carrier aircraft.

(b) To use tanker truck(s) to defuel air carrier aircraft.

(c) To use tanker truck(s) to refuel air carrier aircraft:

(1) With fuel Company defueled from the same air carrier, as per all applicable Authority, City of Tampa, State, Federal, and National Fire Protection Association (NFPA) codes, rules and procedures, including, but not limited to, all FAA requirements; or

(2) During irregular operations; or

(3) For regular operations, at designated locations where there is no access to the Authority's fuel hydrant system or where the aircraft is not designed to use the Authority's fuel hydrant system.

(d) To use tanker trucks for irregular operations to provide automotive fuel and diesel fuel to air carrier equipment when the Authority's ground fuel tanks are inoperable. Such tanker trucks will be positioned at the location of the inoperable the Authority ground fuel tanks.

For each occurrence under Subparagraphs (b) (c), and (d) above:

(1) Tanker truck(s) will not exceed 5,000 gallons without prior written permission from the Authority's Director of Operations;

(2) Company must obtain prior permission and routing instruction from the Authority's Director of Operations or designee;

(3) The tanker truck(s) and operation thereof must fully comply with all applicable Authority, City of Tampa, State, Federal, and NFPA codes, rules and procedures, including, but not limited to, all FAA requirements;

(4) The driver and/or operator of each tanker truck must be properly trained to operate the equipment and must be properly trained in the fueling operations; and

(5) Except during defueling operations, tanker truck(s) will not be filled while on the apron.

Company may not park or store tanker trucks at Airport without entering into a separate written agreement with the Authority. Tanker truck parking location must be approved in advance by the Authority's Director of Operations.

B. Ingress and Egress

1) Use of Public Way

Company will have the right of ingress to and egress from the Airport for the Company Parties, including Company's Customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and the Authority's right to establish Authority Rules and Regulations and Operating Directives governing (A) the general public, including the Company's Customers, and (B) access to non-public areas at the Airport by Company Parties.

2) Methods of Ingress or Egress

The Authority may at any time temporarily or permanently close, re-route, consent to, or request the closing or re-routing of any method of ingress to or egress from Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to Company. Company hereby releases and discharges the Authority from any and all claims, demands, or causes of action that Company may have arising out of such a closing or re-routing.

4.02 Exclusions and Reservations

A. Nothing in this Article will be construed as authorizing Company to conduct any business at the Airport separate and apart from the conduct of its ground handling business as authorized in this Agreement.

B. Company 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 at the Airport; and Company will not engage in any activity prohibited by the Authority's approved FAR Part 150 Noise Compatibility Study and Preferential Runway Use Program as amended or supplemented.

Company will be properly certified under appropriate Federal, State and local regulations. Copies of such certificates will be furnished to the Authority on demand.

C. Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of the Authority or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of the Company will cause cancellation of any such policy, the Company will immediately, upon notification by the Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement, that causes an increase in the Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from the Authority to do so; but in any event, Company will hold the Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

D. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company. Company will pay all applicable sales, use, intangible and ad valorem taxes, if any and of any kind, whether levied against Company or the Authority. Company will pay other taxes or assessments arising out of or assessed as a result of the uses, rights and privileges granted Company hereunder. Company reserves the right to contest such taxes or assessments and withhold payment of such taxes and assessments upon written notice to the Authority of its intent to do so, so long as the nonpayment of such taxes and assessments does not result in a lien against the Airport or a direct liability on the part of the Authority. The Authority agrees to immediately forward to Company any notices of taxes and assessments due upon receipt of same.

E. The uses, rights and privileges granted to Company pursuant to this Article will be subject to any and all reasonable and nondiscriminatory Authority Rules and Regulations, as may be amended from time to time.

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

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

ARTICLE 5
OBLIGATIONS OF COMPANY

5.01 Business Operations

Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations hereunder in a lawful, orderly and proper manner, so as not to unreasonably annoy, disturb, endanger or be offensive to others on the Airport. Company will provide all services under this Agreement on a fair and reasonable basis to all users of the Airport. Service will be prompt, courteous and efficient.

5.02 Manager

Company will have a Station Manager. Company will, at all times during the absence of such Station Manager, assign or cause to be assigned an Acting Manager to be in charge and to act for the Station Manager. Company will provide the Authority the contact information for the Station Manager and Acting Manager.

5.03 Conduct of Employees and Invitees

Company will, within reason, control the conduct, demeanor and appearance of Company Parties and those doing business with Company and, upon objection from the Authority concerning the conduct, demeanor or appearance of any such persons, immediately take all reasonable steps necessary to remove the cause of objection.

5.04 Equipment and Vehicle Parking

Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport.

Company's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by the Authority. No vehicle shall access the AOA unless directly related to Company's business operations. All vehicles driven, escorted, or parked on the AOA must meet the Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Company's Parties, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Company must also display the Authority's logo decal. Information regarding vehicle access to the AOA is available from the Authority's Badging Office. All persons accessing the AOA must adhere to the Authority's SIDA training, Airport Security Program, and TSA regulations. Company will verify that Company Parties who operate motorized vehicles on Airport property have a valid driver's license. Company will provide evidence in writing of such verification within fifteen (15) days of written request by the Authority. If Company fails to provide verification or if a Company Party is found to be driving on Airport property without a valid driver's license, the Authority will revoke the offending driver's ID Media and may assess liquidated damages against Company of up to $1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

On a quarterly basis, Company will conduct and maintain periodic audits of the status of the driver's licenses of Company Parties to ensure that they possess and maintain a valid driver's license. Audits shall be provided to the Authority upon fifteen (15) days' written request by the Authority.

5.05 Nuisance

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

5.06 Excessive Load

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

5.07 Sound Level

Company will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building located on the Airport, and to keep the sound level of its operation as low as possible.

5.08 Frequency Protection

Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, the Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include, but are not limited to, relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.

5.09 Flammable Liquids

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

5.10 Permits and Licenses

Company will obtain and maintain throughout the Term all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its business at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to the Authority upon request.

5.11 Security Badging

Any Company employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by the Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued to an individual until the results of the CHRC and STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed ID Media application will be rejected. The costs of the CHRC and STA will be paid by the Company. These costs are subject to change without notice, and the Company will be responsible for paying any increase in the costs. The Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of the Company and its contractors or agents must comply with the Authority's regulations regarding the use and display of ID Media. The Authority reserves the right to require renewal of ID Media of the Company's employees, contractors and/or agents at any time. If a Company Party fails to comply with renewal requirements, as directed by the Authority, the existing ID Media privileges of that Company Party may be suspended.

In order to work on Airport property, an employee must have a valid and active ID Media allowing access to that employee's work area. Employees who have their ID Media privileges revoked or suspended may not be escorted on Airport property.

The Company will be assessed liquidated damages of sixty dollars ($60) for each ID Media that is lost, stolen, unaccounted for or not returned to the Authority at the time of ID Media expiration, employee termination, termination of this Agreement, or upon written request by the Authority. Such liquidated damages will be paid by the Company within fifteen (15) days from the date of invoice. The amount of liquidated damages for failure to return ID Media is subject to change by the CEO without notice, and the Company will be responsible for paying any increase in the liquidated damages.

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

5.12 Signs

A. Written Approval. Except with the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, Company will not erect, maintain, or display any signs or any advertising at the Airport.
B. Removal. Upon the expiration or termination of this Agreement, Company will remove, obliterate or paint out, as the Authority may direct, any and all signs and advertising at the Airport and, in connection therewith, will restore the areas of the Airport affected by such signs or advertising to substantially the same conditions as existed at the commencement of the Term. In the event of failure on the part of the Company to remove, obliterate, or paint out each and every sign or advertising and restore the areas of the Airport, the Authority may perform the necessary work, at the expense of the Company, plus an administrative charge.

5.13 Personal Property

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

5.14 Surrender of Personal Property

Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Airport on the date of termination. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to the Authority for whatever lawful disposition is deemed to be in the best interest of the Authority. Any costs incurred by the Authority in the disposition of such personal property will be borne by Company. If Company is in default of any Rent terms of this Agreement, the Authority will have a lien for such Rent upon any personal property found upon the Airport in accordance with Florida Statutes and, in such event, Company will not remove any personal property from the Airport without written approval of the Authority.

ARTICLE 6
OPERATION AND MAINTENANCE OF THE AIRPORT

6.01 Authority's Obligations

A. The Authority will, with reasonable diligence, prudently develop, improve, and at all times maintain and operate the Airport in a first class manner consistent with airports of similar size with qualified personnel and keep the Airport in an orderly, clean, neat and sanitary condition, and good repair, unless such maintenance, operation, or repair is Company's obligation pursuant to Section 6.02 herein.

B. The Authority will, to the extent it is legally able so to do, use reasonable efforts to keep the Airport and its aerial approaches free from ground obstruction for the safe and proper use by Company.

C. The Authority will not be liable to Company for temporary failure to furnish all or any of such services to be provided in accordance with this Section when such failure is due to mechanical breakdown not caused by Authority's negligence or any other cause beyond the reasonable control of Authority.

D. The Authority will maintain (1) Loading Bridges owned by Authority; (2) preconditioned air systems owned by Authority; (3) associated 400 Hertz units owned by Authority; (4) inbound and outbound baggage handling systems; baggage conveyors owned and installed by Authority when available for Company's use; (5) lightning detection systems; and (6) other systems that may be acquired by Authority in the future.

E. The Authority will, in the operation of the Airport, comply with all local, State and Federal laws, rules and regulations.

6.02 Company's Obligations

A. Company will, at all times, preserve and keep the Airport and its facilities in an orderly, clean, neat, and sanitary condition, free from trash and debris resulting from Company's operations.

B. Company will keep, at its own expense, the Terminal Complex and/or cargo aircraft aprons free of fuel, oil, debris, and other foreign objects.

C. Company shall place or store Disabled Equipment only in such areas, and upon such terms and conditions, as may be determined by the Authority's Director of Operations or designee. Company shall remove any of its Disabled Equipment from the AOA or common use areas as soon as possible after release from proper authorities, if applicable. In the event Company fails to remove any of its Disabled Equipment within the time frame set by the Authority, the Authority may cause the removal of such Disabled Equipment and bill Company for the costs incurred for removal plus fifteen percent (15%) administrative costs. Company shall pay the Authority within fifteen (15) days of invoice date. Non-payment of such invoice for more than thirty (30) days after invoice date will be deemed a condition of default.

D. If Company will be servicing an aircraft at a common use gate, Company may stage the GSE necessary to service said aircraft at the common use gate one hour before the arrival of the aircraft it will be servicing and one-half hour after the departure of said aircraft. At all other times, Company will store GSE at a staging area designated by the Authority. Reasonable exceptions may be allowed at the sole discretion of the Authority.

E. If Company will be servicing a Signatory Airline's aircraft at a gate that a Signatory Airline leases from the Authority, with the Signatory Airline's approval, Company may stage GSE at the leased gate without time restriction so long as the GSE is kept in good working order and placed in an attractive and orderly fashion so as not to interfere with other Airport users.

F. Within thirty (30) days of a change of Company's Customers, Company will send written notice to the Authority detailing the change.

G. Company will maintain GSE only in areas designated by the Authority for such maintenance.

H. Should Company fail to perform its material obligations hereunder, the Authority will have the right to perform such activities; provided, however, other than in a case of emergency, the Authority will give Company reasonable advance written notice of non-compliance, not to exceed ten (10) days, prior to the exercise of this right; provided, however, that if the nature of the cure is such that it cannot be reasonably effectuated within ten (10) days, Company will have an additional period with the Authority approval (or, in the alternative, with an Authority approved schedule) reasonably necessary to effectuate such cure. If the Authority's right to perform such activities is exercised, Company will pay the Authority, upon receipt of invoice, the cost of such services plus ten percent (10%). Nonpayment of such invoice will be deemed a condition of default of this Agreement.

ARTICLE 7
REPORTS AND AUDITS

7.01 Monthly Statements

Within ten (10) days after the close of each calendar month of the Term of this Agreement, Company will submit to the Authority, by electronic portal or other method satisfactory to the Authority, a detailed statement signed by a responsible officer of Company of its Gross Receipts for the preceding month upon which the fees payable to the Authority set forth in this Agreement are computed.

7.02 Books and Records

Company will keep full and accurate books and records showing all of its Gross Receipts. Company agrees that records and instruments will be available to Airport for at least five (5) years after each annual period. If Company utilizes a computerized accounting system, the Authority will be allowed to download information from the system for the purpose of verifying Gross Receipts. In the event Company does not maintain exclusive sequential numbering for invoices commencing at the Airport, Company agrees to provide copies of invoices from other sales locations included in the non-exclusive sequence to the Authority or its auditors for the purposes of testing reporting completeness.

7.03 Annual Statement

No later than sixty (60) days after the end of each Fiscal Year during the Term of this Agreement, Company will provide, at its sole cost and expense, an annual certified statement or an annual audit report of monthly Gross Receipts. The annual certified statement or annual audit report will contain a list of the Gross Receipts by month used to compute the Percentage Privilege Fees and other payments made to the Authority as shown on the books and records of Company during the period covered by the statement. The first such annual certified statement or annual audit report will cover the period of the Effective Date through the following September 30th (Initial Period). If Initial Period is less than ninety (90) calendar days, no annual certified statement or annual audit report will be required for the Initial Period. Each subsequent annual certified statement or annual audit report will cover the successive twelve (12) month period. The last such annual certified statement or annual audit report will include the last day of Company's operations. The annual certified statement will be certified by the Company's Chief Financial Officer or designee as approved by the Authority when payments to the Authority are less than thirty thousand dollars ($30,000) annually. The annual audit report will be prepared by a licensed independent certified public accountant acceptable to the Authority when payments to the Authority are more than thirty thousand dollars ($30,000) annually. When conducted by an independent certified public accountant, 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 and Percentage Privilege Fees due and paid. The engagement will be conducted in accordance with generally accepted auditing standards and shall include an opinion on whether the Gross Receipts and Percentage Privilege Fees have been completely and accurately presented, calculated and reported according to the terms of this Agreement. A one hundred dollar ($100.00) per calendar day penalty may be assessed by the Authority for every day the annual certified statement or annual audit report is late.

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

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

Notwithstanding Company's requirement to submit an annual certified statement or an annual audit report, at any time or times during the term of this Agreement or within five (5) years after the end of this Agreement, the Authority or any duly authorized representative of Authority has the right to initiate and perform audits, inspections, or attestation engagements. The Authority has the right to review books, records, and contracts of Company and, where applicable, all individuals or business entities who are Party to this Agreement, to substantiate the accuracy of reported Gross Receipts and Company's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash receipt or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with State or Federal entities, and joint venture or partnership contracts. Such right of examination shall include cooperation by Company personnel (including, but not limited to, cooperation in sending confirmations to Company's suppliers or others, assisting 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 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 Agreement.

Engagements will be conducted at the Airport. If the records are kept at locations other than the Airport, Company 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 Article. Company shall allow Authority to copy any records the Authority determines to be necessary to conduct and support the engagement. Company shall not charge Authority for reasonable use of Company's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format. Company shall provide all records and retrievals requested within seven (7) days of the request. The Parties recognize that Company will be in material breach of this Agreement if Company fails to provide requested records in accordance with this Article and Company will be responsible for the cost of the audit as determined by the Authority. Authority has the right during the engagement to interview the Company's 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 Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest in accordance with the terms and conditions of this Agreement. If it is established that Company 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 Company. Any additional payments due shall be paid no later than Company's next payment of the monthly installment of the Percentage Privilege Fee to Authority. If as a result of any engagement it is established that Company has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Company shall be entitled to a credit against Company's next monthly installment of the Percentage Privilege Fee for the amount of the overpayment.

Approvals granted outside of the internal audit function for any services included or not included in this Agreement do not act as a waiver or limitation of the Authority's right to perform engagements.

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

Company 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. Company 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 Agreement.

ARTICLE 8
PAYMENTS

For the rights and privileges granted herein, Company agrees to pay the following fees and charges to the Authority, in lawful money of the United States of America, without set off, by check or approved electronic transfer made payable to the Authority. Payment for fees and charges hereunder will be due within fifteen (15) days after the date of the invoice, except as provided herein. Said fees and charges will be deemed delinquent if payment is not received within fifteen (15) days of the stated date of such invoice.

8.01 Privilege Fees

A. Percentage Privilege Fee (PPF)

The PPF is five percent (5%) of Company's monthly Gross Receipts, as defined below, for the previous month as presented in Company's Monthly Statement of Gross Receipts. Company is responsible for paying the PPF amount to the Authority within fifteen (15) days from the date of the Authority's invoice, commencing on the month following the first month of this Agreement.

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

8.02 <u>Annual Reconciliation</u>

Following receipt of Company's annual certified statement or an annual audit report, the Authority will prepare and submit to Company a statement showing the PPF due compared to the PPF previously invoiced by the Authority for the applicable period. If the PPF previously invoiced by the Authority for the applicable period exceeds the PPF calculated on the certified Gross Receipts, the Authority will issue a credit memo indicating that the overpayment will be credited to the fees next thereafter due from Company. If the PPF previously invoiced by the Authority is less than the PPF calculated on the certified Gross Receipts, the Authority will invoice Company for the sums due. Said invoice will be due and payable within fifteen (15) days after the date of the invoice.

8.03 <u>Definition of Gross Receipts</u>

A. <u>Amounts Included</u>

As used herein the term "Gross Receipts" will include the gross revenues from all sales made and services performed for cash, credit or otherwise, pursuant to Company's operations and solicitations at the Airport, regardless of when or whether paid.

B. <u>Amounts Excluded and Restrictions on Exclusions</u>

Gross Receipts will not include:

1) The retail value of fuel and oil and the related fuel service fee;

2) Costs for materials that are directly passed through to Company's Customers;

3) Sales and services performed by Company off-Airport to entities located off Airport;

4) Catering sales charged by Company that were previously assessed the Authority's concession fee on the caterer's invoice (any markup by Company will be included in Gross Receipts); or

5) Ferrying and diverted landings.

8.04 Diversion of Gross Receipts

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

8.05 Collection of Authority Fees and Charges

No later than fifteen (15) days from the date of invoice during the Term hereof, Company will remit to the Authority all fees collected during the preceding month on behalf of the Authority in accordance with this Agreement. During the Term hereof, upon request and on behalf of the Authority, Company will collect all landing fees, terminal facility fees, aircraft parking fees, joint use charges, federal inspection service fees, baggage handling system fees, passenger transfer system fees, terminal support fees and other fees and charges applicable to Company's Customers applicable to Company's Customers, and report such fees monthly, it being agreed that the Authority will pay Company as a collection fee five percent (5%) of all such fees.

8.06 Employee Parking

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

8.07 Employee Parking Fees

Employee parking permits are required for the Employee Parking Lot and may be required for Company's leased or common use operational areas. Information regarding employee parking permits is available from the Authority's Parking Permit Office at (813) 870-8792. The Authority reserves the right to charge Company or its employees a reasonable parking fee. If Company is invoiced by the Authority for parking fees, payment is due to the Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

8.08 Interest on Delinquent Payments

Without waiving any other right or action available to the Authority in the event of default of Company's payment of fees or other charges hereunder, and in the event Company is delinquent in in paying to Authority any fees or other charges for a period of five (5) days after the payment is due, the Authority reserves the right to charge Company interest thereon from the date such fees or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws.

8.09 Fees and Other Charges a Separate Covenant

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

8.10 Place of Payments

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

(ELECTRONICALLY – PREFERRED METHOD)
Via ACH with Remittance Advice to Receivables@TampaAirport.com

or

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
P. O. Box 919730
Lock Box ID: REV X6306
Orlando, FL 32891-9730

or

(HAND DELIVERY)
Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607

ARTICLE 9
INDEMNIFICATION

9.01 To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, the Company will indemnify and hold harmless the Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by the Company's:

A. Presence on, use or occupancy of the Authority property;

B. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

C. Breach of the terms of this Agreement;

D. Performance, non-performance or purported performance of this Agreement;

E. Violation of any Applicable Laws;

F. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

G. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

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

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

A. Presence on, use or occupancy of Authority property;

B. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;

C. Breach of the terms of this Agreement;

D. Performance, non-performance or purported performance of this Agreement;

E. Violation of any Applicable Laws;

F. Infringement of any patent, copyright, trademark, trade dress or trade secret right; and/or

G. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

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

9.03 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, the Company agrees to the following: To the maximum extent permitted by Florida law, the Company will indemnify and hold harmless the Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Company in the performance of this Agreement.

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

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

9.06 The Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Authority or any Indemnified Party is fully and finally barred by the applicable statute of limitations or repose.

9.07 Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability the Authority or any Indemnified Party may have under the doctrine of sovereign immunity under Applicable Laws.

9.08 The Authority and each Indemnified Party reserve the right, at their option, to participate in the defense of any suit, without relieving the Company of any of its obligations under this Article.

9.09 If the above subarticles 9.01 – 9.08 or any part of subarticles 9.01 – 9.087 are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 10
<u>INSURANCE</u>

10.01 <u>Insurance Terms and Conditions</u>

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability 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.

Company 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.

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

10.02 Limits and Requirements

A. Workers' Compensation/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

B. Commercial General Liability Insurance

The minimum limits of insurance covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, the Company in connection with this Agreement. 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.

Agreement Specific

General Aggregate	$10,000,000
Each Occurrence	$10,000,000
Personal and Advertising Injury Each Occurrence	$10,000,000
Products and Completed Operations Aggregate	$10,000,000

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 Agreement are:

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

D. Environmental Insurance (Pollution)

Such insurance will be maintained by Company on a form acceptable to the Authority for liability resulting from pollution or other environmental impairment, which arises out of, or in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of the Agreement. If on a claims-made basis, insurance must respond to claims reported within three (3) years of the end of the Agreement. Limits of Coverage will be:

Each Occurrence	$1,000,000 [5M INTO PLANE]
Annual Aggregate	$2,000,000 [10M INTO PLANE]

E. Cyber Liability & Data Storage

The Company shall purchase and maintain Cyber Liability Insurance throughout the life of this Agreement and such insurance will be maintained for a period of three years thereafter for services completed during the Term of this Agreement. Such insurance shall cover, at a minimum, the following:

Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;

Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;

Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;

Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the services provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;

Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and

No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence	$5,000,000
Annual Aggregate	$5,000,000
Event Management Expenses	$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date of this Agreement, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the Term of the Agreement.

F. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by Applicable Laws without voiding the insurance required by this Agreement, waives all rights against the Authority and any Indemnified Party for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

G. Conditions of Acceptance

The insurance maintained by the Company must conform at all times with the Authority's 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 11
SECURITY FOR PAYMENT

11.01 Payment Security Requirements

A. Unless Company has maintained an agreement similar to this Agreement with the Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement, Company will provide the Authority on or before the Effective Date of this Agreement with acceptable Payment Security. Company will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which Company commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to the Authority and licensed to do business in the State of Florida. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to the Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty days prior to cancellation, the Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

B. In the event the Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated fees and charges or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated fees and charges payable by Company pursuant to this Agreement.

C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute a default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, the Authority, by written notice to Company given at any time within ninety (90) days of the date such event becomes known to the Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide the Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.

D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. The Authority's rights under this Article will be in addition to all other rights and remedies provided to the Authority under this Agreement.

11.02 Satisfactory Performance

Subject to the provisions of the Payment Security Requirements Section above, the Payment Security will be returned within ninety (90) days following the expiration of the Term of this Agreement, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein.

ARTICLE 12
DEFAULT AND TERMINATION

12.01 Events of Default. The following events will be deemed events of default (each an Event of Default) by Company:

A. The failure or omission by Company to perform its obligations or make any payment to the Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.

B. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of the Authority's written notice to cease said business or acts.

C. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.

D. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

E. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

F. Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies

In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days' notice by the Authority and Company's failure to cure, the Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

A. Terminate Company's rights under this Agreement. Company will remain liable for all payments or other sums due under this Agreement and for all damages suffered by the Authority because of Company's breach of any of the covenants of this Agreement; or

B. Treat the Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by the Authority directly or indirectly in curing Company's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or

C. Declare this Agreement to be terminated, ended, null and void.

No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or non-compliance 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 the Company. No delay, failure, or omission of the Authority to exercise any right, power, privilege, or option arising from any default or subsequent acceptance of 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 the Authority will be required to restore or revive time as being of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the 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, privileges, or remedies given to the Authority by this Agreement 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, privilege or remedy by the Authority will not impair its rights to any other right, power, option or remedy available.

12.03 Continuing Responsibilities of Company

Notwithstanding the occurrence of any Event of Default, Company will remain liable to the Authority for all payments due hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to terminate this Agreement, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement.

ARTICLE 13
ASSIGNMENT AND SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Any purported assignment or sublease of this Agreement without the prior written consent of the Authority shall be void ab initio and of no effect. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

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

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 Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 14
GOVERNMENT INCLUSION

14.01 Subordination of Agreement

It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, 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 this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

14.02 Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

14.03 Security

Company and Company Parties must comply with (i) the provisions of the Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing and (iii) security measures required of Company or the Authority by the FAA or TSA. If Company or any of Company's Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty or other damages being assessed against the Authority, then, in addition to any other terms of this Agreement, Company shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages, plus an administrative charge. This amount must be paid by Company within ten (10) days of written notice from the Authority.

ARTICLE 15

FEDERAL RIGHT TO RECLAIM

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

ARTICLE 16

RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

16.01 Radon Gas

In accordance with requirements of the State of Florida, the following notification statement will be included in all agreements 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.

16.02 Other Property Conditions

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.

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 and Community > Airport Operations.

ARTICLE 17
AMERICANS WITH DISABILITIES ACT

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

ARTICLE 18
COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

18.01 Compliance with Regulations: Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.

18.02 Nondiscrimination: Company, with regard to the work performed by it during this Agreement, 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. Company 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 Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

A. 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);

B. 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;

C. 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);

D. 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);

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. 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);

H. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and

I. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

18.03 Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company 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 Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.

18.04 Information and Reports. Company will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

18.05 Sanctions for Noncompliance. In the event of Company's noncompliance with the nondiscrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to,

A. withholding of payments to Company under this Agreement until Company complies, and/or

B. canceling, terminating or suspending this Agreement, in whole or in part.

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

ARTICLE 19

SMALL BUSINESS ENTERPRISE

19.01 Authority Policy

Authority is committed to the participation of Small Business Enterprises (SBEs) in non-concession, non-federally funded contracting opportunities in accordance with the Authority SBE Policy and Program. Company will take all necessary and reasonable steps in accordance therewith to ensure that SBEs are encouraged to compete for and perform subcontracts under this Agreement.

19.02 Non-Discrimination

A. Company and any subcontractor of Company will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Company will carry out applicable requirements of Authority SBE Policy and Program in the award and administration of this Agreement. Failure by Company to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.

B. Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.

C. Company agrees to include the statements in paragraphs (A) and (B) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements or contracts.

D. Company, 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 Company 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 non-discrimination 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 Agreement and to re-enter as if said Agreement 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.

19.03 SBE Participation

A. SBE Goal: No specific goal for SBE participation has been established for this Agreement; however, Company agrees to make a good faith effort, in accordance with the Authority SBE Policy and Program, throughout the Term of this Agreement, to contract with SBE firms certified as small business by the City of Tampa, Hillsborough County, City of St. Petersburg, Pinellas County, or as a DBE under the Florida Unified Certification Program pursuant to 49 CFR Part 26 in the performance of this Agreement.

B. SBE Termination and Substitution: Company is prohibited from terminating or altering or changing the services of a SBE subcontractor except upon written approval of Authority in accordance with Authority procedures relating to SBE terminations contained in the SBE Policy and Program. Failure to comply with the procedure relating to SBE terminations or changes during this Agreement will be a material violation of this Agreement and will invoke the sanctions for non-compliance specified in this Agreement and the SBE Policy and Program.

C. Monitoring: Authority will monitor the ongoing good faith efforts of Company in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article including, but not limited to, records, records of expenditures, contracts between Company and the SBE participant, and other records pertaining to SBE participation, which Company will maintain for a minimum of three years following the end of this Agreement. Opportunities for SBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Agreement to consider whether an adjustment in the SBE requirement is warranted. Without limiting the requirements of this Agreement, Authority reserves the right to review and approve all subleases or subcontracts utilized by Company for the achievement of these goals.

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

ARTICLE 20

FAA APPROVAL

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

ARTICLE 21

ENVIRONMENTAL

21.01 General Conditions

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

A. Company is knowledgeable of and agrees to comply with all applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders that apply to Company's facilities or operations at the Airport and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time to time, and Company agrees to keep informed of any such future changes.

B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, Company agrees to hold harmless and indemnify Authority for any violation by Company of such applicable Federal, State, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by Company with any permits issued to Company pursuant to such environmental laws, which hold harmless and indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company, its employees, invitees, suppliers, or service providers or against Authority by reason of Company's violation or non-compliance.

C. Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation upon the Airport.

D. Company agrees that all remedies of Authority as provided herein with regard to violation of any Federal, State, or local environmental laws, ordinances, rules, regulations, or orders will be deemed cumulative in nature and will survive termination of this Agreement.

E. Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within 24 hours of receipt by Company or Company's agent. Any violation or notice of violation or non-compliance with federal, state, or local environmental law or ordinance that Company fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed a default under this Agreement. Any such default that is not cured will be grounds for termination of this Agreement.

F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

21.02 Environmental Considerations

A. Company, its officers, agents, servants, employees, invitees, independent contractors, successors, and assigns will not discharge or spill any Hazardous Substance, as defined herein, into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport. In addition, Company will not discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other public bodies, Federal, State, or local, having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, and other bodies of water. Company's discharge, spill or introduction of any Hazardous Substance onto the Airport or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed a default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

B. If Company is deemed to be a generator of hazardous waste, as defined by federal, state, or local law, Company will obtain a generator identification number from the EPA and the appropriate generator permit and will comply with all Federal, State, and local laws, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with applicable law.

C. Company agrees to provide Authority, within ten (10) days of Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, material safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Airport.

D. At the end of the Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all applicable regulations. Copies of all waste manifests will be provided to Authority at least thirty (30) days prior to the end of the Agreement.

21.03 Hazardous Substance

"Hazardous Substances" shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any environmental law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable environmental law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable environmental law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable environmental laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable environmental laws.

21.04 Solid Waste

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

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

21.05 Prior Environmental Impacts

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

21.06 Off-Site Environmental Impacts

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

21.07 Petroleum Storage Systems

A. At Company's expense, Company will at all times comply with all Federal, State, and local requirements, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

B. Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a Company employee. Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

C. Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Airport that may be adopted by Authority.

Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.

D. Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

21.08 <u>Stormwater</u>

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

A. Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining BMPs. Company will establish a BMP plan for the Company's operations and operational area and submit a copy to Authority.

B. Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. Company is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Airport, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

21.09 <u>Environmental Inspection at End of Agreement Term</u>

A. At Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term, Company will conduct an environmental inspection. Due to the broad nature of the

Company's operations and operational area, the end of Term inspection could include any and all locations where Company had operations during the Term including, but not limited to, the locations described in the "Operation and Maintenance of the Airport" Article of this Agreement. Special consideration will be given to locations where a potential or actual environmental claim occurred as described in the "Indemnification" Article of this Agreement, locations that were subject to an inquiry or investigation as described in this Article, locations that were associated with a potential or actual notice of violation as described in this Article, and/or locations where Company stored, managed or handled Hazardous Substance as described in this Article.

B. At its discretion Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Airport has been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with applicable Federal, State, and local laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

C. During the period of a cleanup due to the environmental condition of the Airport or common use areas, Company's obligations, including the payment of Rents, under the existing terms of the Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.

D. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by the State of Florida or the United States government and must be reasonably acceptable to Authority.

ARTICLE 22
SUBORDINATION TO TRUST AGREEMENT

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

22.02 The Authority shall notify Company in advance of any proposed amendments or supplements to the Trust Agreement and other financing documents that would alter the terms and provisions of this Agreement.

22.03 With respect to Bonds, subordinated indebtedness and other indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, subordinated indebtedness and other indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the Code) (collectively, Tax-Exempt Indebtedness), Company may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Company premises, if the act or failure to act may cause, in the sole judgment of Authority, Authority to be in noncompliance with the provisions of the Code, nor may Company take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the AMT), to become subject to the AMT for Federal income tax purposes, and Company may not elect to take depreciation on any portion of the Company premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 23
NON-EXCLUSIVE RIGHTS

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 Agreement are non-exclusive and the Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 24
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 25
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 26
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Company, its officers, employees, agents, invitees, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, and Authority Rules and Regulations. Company, its officers, employees, agents, invitees, subcontractors, and those under its control, will comply with Authority Rules and Regulations.

Company, its officers, employees, agents, invitees, subcontractors, and those under its control, will comply with security measures required of Company or the Authority by the FAA or TSA. If Company, its officers, 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 the Authority, then, in addition to any other remedies available to the Authority, Company will be responsible and will reimburse the Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten (10) days of written notice.

ARTICLE 27
RELATIONSHIP OF THE PARTIES

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

ARTICLE 28
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to the Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State, and that the undersigned officer is authorized and empowered to bind the Company to the terms of this Agreement by his or her signature thereto.

ARTICLE 29
HEADINGS

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

ARTICLE 30
INVALIDITY OF CLAUSES

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

ARTICLE 31

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

ARTICLE 32

AUTHORITY APPROVALS

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

ARTICLE 33

NOTICES AND COMMUNICATIONS

All notices or communications whether to the Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) 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

or

(HAND DELIVERY)
Hillsborough County Aviation Authority
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607
Attn: Chief Executive Officer

TO Company:
(MAIL DELIVERY)

Or

(HAND DELIVERY)

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

ARTICLE 34

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

A. Keep and maintain public records required by the Authority in order to perform the services contemplated by this Agreement.

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 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 Laws for the duration of the Term of this Agreement and following completion of the Term of this Agreement.

D. Upon completion of the Term of this Agreement, keep and maintain public records required by the Authority to perform the services. Company 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 35

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State, or is an association or partnership without a member or partner resident of the State, or is a foreign corporation, then in any such event Company 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 Agreement, and the service will be made as provided by the laws of the State for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Agreement, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligations and protests thereto, any laws to the contrary notwithstanding.

ARTICLE 36
MISCELLANEOUS

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

ARTICLE 37
APPLICABLE LAW AND VENUE

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

Company hereby waives any claim against 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 Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE 38
INCORPORATION OF EXHIBITS

All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

ARTICLE 39
NO INDIVIDUAL LIABILITY

No member of the Authority Board of Directors, member, officer, agent, director, or employee of the Authority shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

ARTICLE 40
AMENDMENTS

Except as specifically provided in this Agreement, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by Company and the Authority.

ARTICLE 41
ANTI-HUMAN TRAFFICKING LAWS

Company is required to complete Exhibit B, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Agreement is executed and to complete a new Exhibit B for each renewal option period, if any. This Agreement will be terminated in accordance with Florida Statute Section 787.06 if it is found that Company submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06(14).

ARTICLE 42
USE OF ARTIFICIAL INTELLIGENCE

42.01 Artificial Intelligence (AI) means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

42.02 Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Rules and Regulations and Applicable Laws.

42.03 To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Company'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.

42.04 Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the

Authority, and the Company shall not use such data for any purpose other than to provide services to the Authority. Specifically, the Company 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 Company, without the express written consent of the Authority. The Company 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.

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

A. The specific Authority Data to be used;

B. The purpose and intended use of the AI;

C. The potential benefits and risks associated with using the AI;

D. The measures in place to ensure data security and confidentiality;

E. The mechanisms in place for ensuring compliance with Applicable Laws including but not limited to data privacy and data protection laws; and

F. 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.

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

42.07 To maintain the confidentiality of Authority Data, Company must only share information with approved personnel and must not input SSI into AI systems. Company should not input Authority intellectual property into non-approved generative AI applications or enter personal identifiable information for Authority employees, customers, or other third-parties into any non-approved AI application. Company should contact the Vice President of Information Technology Systems if it is unsure whether it should input certain information.

42.08 Company 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.

42.09 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. Company 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. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.

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

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

42.12 Upon termination of this Agreement, Company 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.

42.13 Company 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. Company will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

ARTICLE 43
AGREEMENT MADE IN FLORIDA

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

ARTICLE 44
SCRUTINIZED COMPANIES

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

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

ARTICLE 45

E-VERIFY REQUIREMENT

In accordance with the State, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, 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 Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company 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 46

COMPLETE AGREEMENT

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

(Remainder of Page is Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this ______ day of __________________, 202_.

ATTEST:

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

Signed, sealed, and delivered
in the presence of:

____
Witness Signature

____
Print Name

LEGAL FORM APPROVED:

By: ________________________________
David Scott Knight
Assistant General Counsel

____
Witness Signature

____
Print Name

<u>HILLSBOROUGH COUNTY AVIATION AUTHORITY</u>
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of ____________, 202_, by Arthur F. Diehl III in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

____
Signature of Notary Public – State of Florida

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

COMPANY

Signed in the presence of:

By: ___________________________________

Title: __________________________________

____
Witness Signature

____
Print Name

____
Witness Signature

____
Print Name

____
Print Name

____
Print Address

____

____

COMPANY

STATE OF ___________________________

COUNTY OF___________________________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ______day of _________________, 202_, by ______________________ as
(name of person)

___________________________ for ____.
(type of authority) (name of party on behalf of whom instrument was executed)

____
(Signature of Notary Public – State of ____________)

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

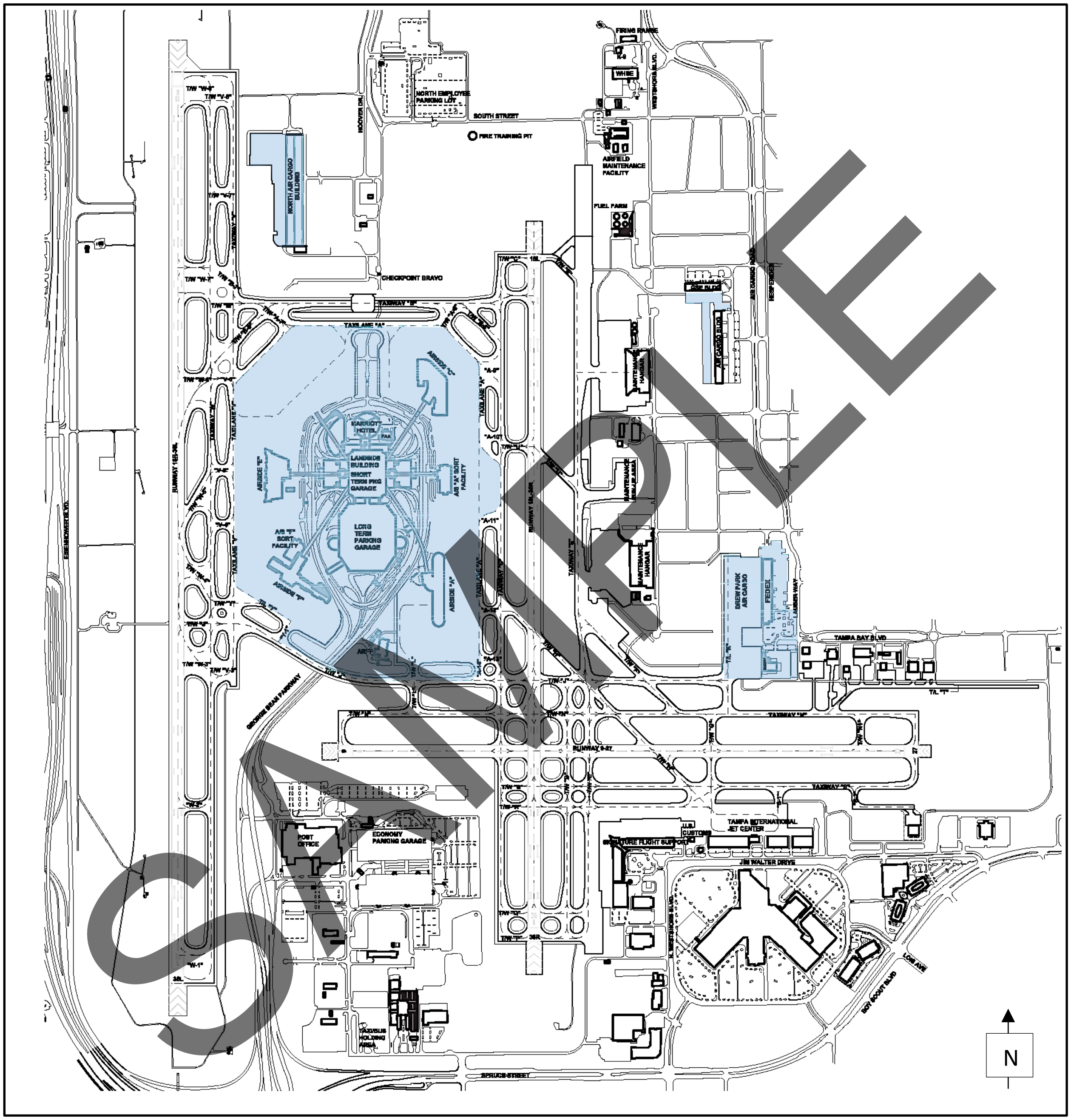
Personally known to me OR Produced Identification

____
(Type of Identification Produced)

COMPANY

EXHIBIT A

POTENTIAL USE AREAS



LEGEND

Tampa International Airport

MONTH YEAR

EXHIBIT B

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of ________________________, hereby attests under penalty of perjury that ________________________:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

Date: ____________________, 20____ Signed: _____________________________________

Entity: ___________________________ Name: _____________________________________

Title: _____________________________________

EXHIBIT C
SCRUTINIZED COMPANY CERTIFICATION

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

This certification is required pursuant to Florida Statute Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has 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.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of any amount, participating in a boycott of Israel is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

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

I, ___ ______________________________, as a representative of ____ ____________________________, certify and affirm that, subject to the dollar limitations set forth in Florida Statute Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

Signature	Title
Printed Name	Date

Reporting Forms

HILLSBOROUGH COUNTY AVIATION AUTHORITY
MONTHLY REPORTING FORM FOR
GROUND HANDLING OPERATING AGREEMENTS

Company Name: ______________________________

Company Address: ______________________________

Report for Month of: ______________ Year: ______________

COMPLETE RELEVANT SECTIONS, ONLY:

1.	TOTAL GROSS RECEIPTS FOR MONTH:	$__________
2.	PRIVILEGE FEE PERCENTAGE:	X __________%
3.	PRIVILEGE FEE DUE:	$__________

IF APPLICABLE:

4.	LESS MINIMUM PRIVILEGE FEE (MONTHLY PRORATION) PAID:	($__________)
5.	OVERAGE BILLABLE TO GROUND HANDLER:	$__________

FEES COLLECTED FROM AIRLINE(S), IF APPLICABLE:
(*SEE* ATTACHED DETAILED FEES REPORT)

6.	FEES COLLECTED BY GROUND HANDLER FROM AIRLINE(S):	$__________
7.	LESS 5% COLLECTION FEE BY GROUND HANDLER:	($__________)
8.	NET FEES COLLECTED BY GROUND HANDLER FROM AIRLINE(S):	$__________

TOTAL BILLABLE TO GROUND HANDLER (Line 5 plus Line 8): $__________

By signing this form, the undersigned states that he/she has authority to report such amounts on behalf of the Company named above, and that the statements are true and accurate to the best of his/her knowledge and belief.

______________________________ ______________
RESPONSIBLE OFFICER OF COMPANY DATE

Phone Number: ______________________________

Return completed form to:
Receivables@TampaAirport.com

Or by mail to:
Hillsborough County Aviation Authority
Finance Department
P. O. Box 22287
Tampa, FL 33622

MONTHLY AIRLINES FEES REPORTING FORM BY GROUND HANDLER

GROUND HANDLER: ______________________________ REPORT FOR MONTH OF: ______________, ______

INV. NO.	DATE	AIRLINE	TOTAL FEES	RAMP FEE	APRON PARKING FEE	HCAA PORT FEE	LANDING FEE	COMMON USE FEE	F.I.S. FEE	GATE USE	GATE NO.

Sample Space Rental Agreement

SPACE RENTAL AGREEMENT

FOR

TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

BY AND BETWEEN
HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

[COMPANY] **TO BE USED FOR NON-AIRLINE TENANTS**

Board Date: ______________________

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Tampa International Airport
Attn: Contract Manager
P. O. Box 22287
Tampa, Florida 33622

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SPACE RENTAL AGREEMENT
TAMPA INTERNATIONAL AIRPORT

THIS SPACE RENTAL AGREEMENT is made and entered into this ___ day of _________________, 202_, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida ("***Authority***"), and COMPANY, a [structure] organized under the laws of the State of [state of registration] and authorized to conduct business in the State of Florida ("***Company***") (hereinafter individually and collectively referred to as "***Party***" or "***Parties***"). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Article 2 hereof.

WITNESSETH:

WHEREAS, Authority owns and operates Tampa International Airport and its facilities located in the County of Hillsborough, State of Florida; and

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2022-252, Laws of Florida; and

WHEREAS, Authority owns certain land and buildings upon and around the Airport that are leased for use and development by air carriers and other airline support functions; and

WHEREAS, Company operates at the Airport under a written agreement with Authority, as may be extended by amendment or renewed by execution of a subsequent agreement for said operations, entitled Operating Agreement for Ground Handlers ("***Basic Agreement***"); and

WHEREAS, this Agreement leases certain premises to Company in support of its operations under the Basic Agreement, concurrently with and contingent upon the Basic Agreement, at the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties enter into this Agreement and agree, each for itself and its successors and assigns, as follows:

ARTICLE 1
RECITALS

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

ARTICLE 2

DEFINITIONS

The following terms will have the meanings as set forth below:

2.01 Act shall mean Chapter 2022-252, Laws of Florida, as amended, supplemented, and/or recodified from time to time.

2.02 Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by Authority for the benefit of Company required of Authority hereunder or provided as a result of damage to Authority property by Company or a Company Party to compensate Authority for its administrative costs. For an Administrative Charge to become due under this Agreement, except in the case of an emergency as determined by Authority, Authority must provide Company reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of Authority's intent to perform such work or service.

2.03 AOA shall mean the Aircraft Operations Area at the Airport, as designated from time to time by Authority.

2.04 Agreement shall mean this Space Rental Agreement, as it may be amended from time to time.

2.05 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.

2.06 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.

2.07 Airport shall mean Tampa International Airport, owned and operated by Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.

2.08 Airport System shall mean all real property or any interest therein, including improvements thereto, structures, buildings, fixtures, and other real and personal property, which are located on the Airport, Peter O. Knight Airport, Plant City Airport, Tampa Executive Airport, or any airport hereafter owned, leased, or operated by Authority.

2.09 Airside Buildings shall mean the building or buildings at the Airport now or hereafter existing through which passenger aircraft are loaded or unloaded.

2.10 Airside Buildings Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in the Resolution.

2.11 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to Company or the Airport (including Authority Rules and Regulations adopted by Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

2.12 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.

2.13 Authority Data shall include all data, drawings, specifications, reports, and any other information provided by the Authority or generated by Authority or Company in the course of providing services.

2.14 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan, Wildlife Hazard Management Plan, and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.

2.15 Baggage Handling System shall mean those facilities and equipment used to process passenger baggage at the Terminal Complex, including in-line baggage handling systems.

2.16 BMP shall mean best management practice.

2.17 Bonds shall mean all notes, bonds, or other obligations or indebtedness issued pursuant to the Trust Agreement and secured by a pledge of revenues or net revenues of the Airport System, on either a senior or subordinated basis. The term “Bonds” does not include other bonds, such as Subordinated Indebtedness and special facility revenue bonds, that are not secured by general Airport System revenues and are issued pursuant to a separate indenture, which may be issued to finance capital projects at or related to the Airport System.

2.18 Chief Executive Officer ("***CEO***") shall mean the Chief Executive Officer of Authority and shall include such person or persons as may from time to time be authorized in writing by Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.

2.19 CHRC shall mean an FBI fingerprint-based criminal history records check.

2.20 Company shall mean Company, as defined in the initial paragraph of this Agreement.

2.21 Company's Business shall mean Company's business of providing ground handling services for Air Carriers, as provided for in the Basic Agreement.

2.22 Company Parties shall mean, collectively, Company, and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.

2.23 Company Premises shall mean the areas within the Terminal Complex leased to Company as set forth in Article 4 of this Agreement.

2.24 Effective Date shall mean [DATE].

2.25 EPA shall mean the Environmental Protection Agency.

2.26 EPC shall mean the Environmental Protection Commission of Hillsborough County.

2.27 Environmental Laws shall mean and include all applicable Federal, State, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing.

2.28 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.

2.29 FAC shall mean Florida Administrative Code.

2.30 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.

2.31 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.

2.32 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport, Air Carriers, and/or Company.

2.33 GSE shall mean ground service equipment.

2.34 Hazardous Substances shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, “Hazardous Substances” shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

2.35 ID Media shall mean Airport identification badge.

2.36 Indemnified Party or Indemnified Parties shall mean Authority, its successors and assigns, and each of its Board of Directors, members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.

2.37 Office and Club Premises shall mean those portions of the Terminal Complex assigned by Authority to Company in which Company has a power, privilege, or other right authorized under this Agreement to exclude another person or entity from enjoying or exercising a like power, privilege, or other right.

2.38 Other Financing Documents shall mean and include the Subordinated Trust Agreement and the financing documents executed by the Authority in connection with the issuance or incurrence of Other Indebtedness.

2.39 Other Indebtedness shall mean any debt incurred by Authority for Airport System purposes which is outstanding and not authenticated and delivered under and pursuant to the Trust Agreement. Other Indebtedness shall include, without limitation, amounts outstanding under revolving credit facilities executed by the Authority from time to time.

2.40 Passenger Transfer System shall mean the passenger transfer equipment and facilities, including the stations located in the Terminal Building and the Airside Buildings, and the exit areas in the Airside Buildings, as modified by Authority from time to time.

2.41 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months’ Rents, tax assessments, and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, tax assessments and charges due under this Agreement or the Basic Agreement.

2.42 Personally Identifiable Information (PII) shall mean 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) Criminal Justice Information Services; (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.

2.43 Preferential Use Premises shall mean those portions of the Terminal Complex and Terminal Aircraft Aprons assigned to Company by Authority pursuant to this Agreement to which Company shall have priority over other users, subject to the terms and conditions of the Resolution and Basic Agreement, Authority Rules and Regulations, and this Agreement.

2.44 PWDS shall mean Premises Wiring Distribution System.

2.45 Rentable Square Feet or Rentable Square Foot with respect to the Terminal Complex shall mean the number of square feet of space in the Terminal Complex that is rentable to tenants.

2.46 Rents shall mean the rents and other fees and charges charged by Authority to Company pursuant to this Agreement as set forth in Article 7 or elsewhere in this Agreement.

2.47 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of Directors of Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.

2.48 Sensitive Security Information (SSI) shall mean information that, if publicly released, would be detrimental to the security of the Airport or business operations of the Authority and its suppliers, including, but not limited to, documents, maps, or drawings of the Airport which includes secure Airport locations, social security numbers, account numbers, driver's license numbers, trade secret information, system security information, transportation infrastructure, security training materials, security screening information, and security measures.

2.49 SIDA shall mean Security Identification Display Area.

2.50 Solid Waste shall mean (1) any waste that is or becomes defined as a "solid waste", "waste", "special waste", "garbage", or "commercial solid waste" under any environmental law, including but not limited to, the rules of the FDEP, specifically Chapter 62-702, FAC; or (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

2.51 STA shall mean Security Threat Assessment.

2.52 State shall mean the State of Florida.

2.53 Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds issued pursuant to any subordinated trust agreement.

2.54 Subordinated Trust Agreement shall mean a trust agreement subordinated to the Trust Agreement authorizing the issuance by Authority of Subordinated Indebtedness, as such may be supplemented or amended from time to time.

2.55 Tenant Work Permit ("***TWP***") Program shall mean the program adopted by Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of Authority or other occupant at the Airport.

2.56 Term shall have the meaning set forth in Section 6.02 of this Agreement.

2.57 Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of passenger aircraft and the loading and unloading of passenger aircraft and, as approved by Authority, parking of GSE.

2.58 Terminal Building shall mean the passenger terminal building, remote baggage sort buildings, the baggage make-up area in the Airside Buildings and the mechanical and electrical service building, excluding the Airside Buildings.

2.59 Terminal Complex shall mean the Terminal Building and the Airside Buildings connected by means of the Passenger Transfer System, together, as they and any other passenger handling facilities exist at the Airport prior to and after completion of any improvements or expansion.

2.60 Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in the Resolution.

2.61 Transportation Security Administration ("***TSA***") shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act ("***ATSA***"), Public Law 107-71 of 2001, as amended, or any successor agency thereto.

2.62 Trust Agreement shall mean the Senior Codified and Restated Trust Agreement dated November 7, 2018, as supplemented, amended and recodified from time to time, authorizing the issuance by the Authority of Bonds with respect to the Airport System.

2.63 Additional words and phrases used in this Agreement but not defined herein shall have the meanings as defined under the Basic Agreement or, if not so set forth, shall have their usual and customary meaning.

ARTICLE 3
SUBORDINATION TO BASIC AGREEMENT

The Basic Agreement is hereby incorporated into this Agreement as if it were set forth in its entirety. In addition, this Agreement is subject and subordinate to the Basic Agreement.

ARTICLE 4
COMPANY PREMISES

Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority in support of Company's Business, certain real property as set forth in this Article 4 (collectively, the "***Company Premises***").

4.01 Office and Club Premises. The Authority hereby leases to Company, for the Term, as it may be extended or sooner terminated, Office and Club Premises of approximately _____ total square feet, consisting of the following:

A. Bag Service Office space of approximately ____ square feet, more particularly depicted on **Exhibit A-1**, Bag Service Office Space, dated ________________, attached hereto and by this reference made a part hereof;

B. Curbside space of approximately ____ square feet, more particularly depicted on **Exhibit A-2**, Curbside Space, dated __________, attached hereto and by this reference made a part hereof;

C. Ticketing Level Office space of approximately ________ square feet, more particularly depicted on **Exhibit A-3**, Ticketing Level Office Space, dated ____________, attached hereto and by this reference made a part hereof;

D. Company Ticketing Kiosk space of approximately ___ square feet, more particularly depicted on **Exhibit A-4**, Company Ticketing Kiosk Space, dated ____________, attached hereto and by this reference made a part hereof;

E. Airside __ Ramp Level space of approximately ________ square feet, more particularly depicted on **Exhibit A-5**, Airside Ramp Level Space, dated ___________, attached hereto and by this reference made a part hereof;

F. Airside _ Boarding Level space of approximately ______ square feet, more particularly depicted on **Exhibit A-6**, Airside Boarding Level Space, dated _____________, attached hereto and by this reference made a part hereof; and

G. Mezzanine Office space of approximately ________ square feet, more particularly depicted on **Exhibit A-7**, Mezzanine Office Space, dated ____________, attached hereto and by this reference made a part hereof.

4.02 Preferential Use Premises. The Authority hereby leases to Company, for the Term, as it may be extended or sooner terminated, Preferential Use Premises of approximately _____ total square feet, consisting of the following:

Company Ticketing Counter space of approximately ________ square feet, more particularly depicted on **Exhibit A-8**, Company Ticketing Counters, dated ____________, attached hereto and by this reference made a part hereof.

4.03 Joint Use Premises. In addition to the Office and Club Premises and the Preferential Use Premises described above, Company shall have the non-exclusive right to use, jointly with other ground handlers and Air Carriers, the Joint Use Premises, the Baggage Handling System, and the FIS Facilities; provided, however, that such use shall be in common with other ground handlers and Air Carriers and Authority shall have the right to reassign the use of Joint Use Premises in accordance with Authority Rules and Regulations.

ARTICLE 5

USES AND RESTRICTIONS

5.01 Permitted Uses. The Company Premises will be used by Company solely and exclusively for the purpose of providing support to Company's Business at the Airport and in accordance with the provisions of the Basic Agreement. The Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations hereunder.

5.02 Exclusions and Reservations.

A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Company Premises or elsewhere at the Airport separate and apart from the conduct of its permitted uses as authorized in this Agreement.

B. The Company 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, electric, or other systems installed or located at the Airport.

C. The rights and privileges granted to Company pursuant to this Article will be subject to Authority Rules and Regulations, as they may be amended from time to time.

D. The Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of Company will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement, that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

E. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.

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

G. Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Company Premises.

ARTICLE 6
<u>TERM</u>

6.01 <u>Agreement Date</u>. This Agreement is valid and binding upon the date set forth in the initial paragraph of this Agreement. This Agreement 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.

6.02 Term. This Agreement will begin on the Effective Date and continue through September 30, 2027 (***"Term"***), unless terminated earlier or as provided herein.

6.03 Termination.

A. This Agreement is contingent on Company having the Basic Agreement in effect and will automatically terminate at such time as the Basic Agreement terminates, without further action required of either Party.

B. This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any Rents, fees or charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination.

6.04 Commencement of Rents. The Rents due under this Agreement shall commence on the Effective Date and continue throughout the Term of this Agreement, unless this Agreement is terminated earlier as provided herein.

ARTICLE 7
RENTS

For the rights and privileges granted herein, Company agrees to pay to Authority, in lawful money of the United States of America, the following Rents:

7.01 Rents. The total annual Rent for the Company Premises will be payable in monthly installments, plus applicable taxes, on or before the first day of each and every calendar month, in advance and without demand, commencing on the Effective Date. The Rent rates for the Company Premises shall be determined in accordance with the Resolution, and are calculated as follows:

A. ______ square feet of Bag Service Office space at the Terminal Rental Rate;

B. ______ square feet of Curbside space at the Terminal Rental Rate;

C. ______ square feet of Ticketing Level Office at the Terminal Rental Rate;

D. ______ square feet of Company Ticketing Kiosk space at the Terminal Rental Rate;

E. _____ square feet of Airside Ramp Level space at the Airside Buildings Rental Rate;

F. _____ square feet of Airside Boarding Level space at the Airside Buildings Rental Rate;

G. ______ square feet of Mezzanine Level Office and Club Space at the Airside Buildings Rental Rate; and

H. ______ square feet of Company Ticketing Counter space at the Terminal Rental Rate.

For any period of less than one (1) calendar month that this Agreement is in effect, the Rents will be calculated on a pro rata basis.

7.02 Adjustment of Rents. Rents are subject to periodic adjustment in accordance with the Resolution. Such adjustments will generally be made on an annual basis, on October 1st of each year of the Term. If Authority adjusts its established rental rates or fees more frequently than annually, the Rent rates under this Agreement will also be adjusted without written amendment to this Agreement.

7.03 Employee Parking

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

7.04 Employee Parking Fees. Employee parking permits are required for the Employee Parking Lot and may be required for Company's leased or common use operational areas. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792. Authority reserves the right to charge Company or its employees a reasonable parking fee. If Company is invoiced by Authority for parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

7.05 Interest on Delinquent Payments. Without waiving any other right or action available to Authority, in the event of default of Company's payment of Rents or other charges hereunder, and in the event Company is delinquent in paying to Authority any Rents or other charges for a period of five (5) days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rents or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law.

7.06 Rents a Separate Covenant. Company will not for any reason withhold or reduce its required payments of Rents provided in this Agreement, it being expressly understood and agreed by the

Parties that the payment of Rents is a covenant by Company that is independent of the other covenants of the Parties hereunder.

7.07 Place of Payments. Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to
Receivables@TampaAirport.com

or

(MAIL DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
P. O. Box 919730
Lock Box ID: REV X6306
Orlando, Florida 32891-9730

or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Attn: Finance Department
Tampa International Airport
5411 SkyCenter Dr.
Suite 500
Tampa, Florida 33607

ARTICLE 8
OBLIGATIONS OF COMPANY

8.01 Business Operations. Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations hereunder in a lawful, orderly and proper manner, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Company Premises or elsewhere on the Airport.

8.02 Conduct of Employees and Invitees. Company will, within reason, control the conduct, demeanor and appearance of its Company Parties, and of those doing business with Company and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.

8.03 Equipment and Vehicle Parking. Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Company's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by Authority. No vehicle shall access the AOA unless directly related to Company's Business. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Company Parties, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Company must also display Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations. Company will verify that its Company Parties who operate motorized vehicles on Airport property have a valid driver's license. Company will provide evidence in writing of such verification within fifteen (15) days' of written request by Authority. If Company fails to provide verification or if Company's Company Party is found to be driving on Airport property without a valid driver's license, Authority will revoke the offending driver's ID Media and may assess liquidated damages against Company of up to $1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

On a quarterly basis, Company will conduct and maintain periodic audits of the status of the driver's licenses of its Company Parties to ensure that they possess and maintain a valid driver's license. Audits shall be provided to Authority upon fifteen (15) days' written request by Authority.

8.04 Sound Level. Company will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Company Premises, common use areas, or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible.

8.05 Garbage, Debris, or Waste. The Company will promptly remove from its Company Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Company Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Company Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. The Company will use extreme care when affecting removal of all such waste.

8.06 Nuisance. The Company will not commit any nuisance, waste, or injury on its Company Premises, common use areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.

8.07 Excessive Load. The Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its Company Parties from placing excessive loads on paved or floor areas on its Company Premises or common use areas. The Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.

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

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

8.10 Taxes. The Company will bear, at its own expense, all costs of operating its Company Business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of its Company Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. The Company will pay any other taxes, fees, or assessments against its Company Premises or leasehold estate created herein. The Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within thirty (30) days after the Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than Authority, but for which Authority receives the notice, Authority shall provide such notice to Company within a reasonable period of Authority's receipt thereof. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

8.11 Permits and Licenses. The Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its Company Business on its Company Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority upon request.

8.12 Vapor or Smoke. The Company will not create nor permit to be caused or created upon its Company Premises, the common use areas, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors.

8.13 Security Badging. Any Company employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued to an individual until the results of the CHRC and STA are completed and indicate that the applicant has not been convicted of a disqualifying criminal offense. If the CHRC or STA discloses a disqualifying criminal offense, the individual's new or renewed ID Media application will be rejected. The costs of the CHRC and STA will be paid by Company. These costs are subject to change without notice, and Company will be responsible for paying any increase in the costs. The Authority reserves the right to collect all costs related to badging at the time badging service is provided. All badged employees of Company and its Company Parties must comply with Authority's regulations regarding the use and display of ID Media. The Authority reserves the right to require renewal of ID Media of Company's employees, contractors and/or agents at any time. If a Company Party fails to comply with renewal requirements, as directed by Authority, the existing ID Media privileges of that Company's Company Party may be suspended.

In order to work on Airport property, an employee must have a valid and active ID Media allowing access to that employee's work area. Employees who have their ID Media privileges revoked or suspended may not be escorted on Airport property.

Company will be assessed liquidated damages of sixty dollars ($60) for each ID Media that is lost, stolen, unaccounted for or not returned to Authority at the time of ID Media expiration, employee termination, termination of this Agreement, or upon written request by Authority. Such liquidated damages will be paid by Company within fifteen (15) days from the date of invoice. The amount of liquidated damages for failure to return ID Media is subject to change by the CEO without notice, and Company will be responsible for paying any increase in the liquidated damages.

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

8.14 Mail Deliveries to Airport. Company may obtain a U.S. Postal Service mailbox at the Airport at Company's sole expense. Company is solely responsible for keys issued by Authority for the mailbox. In the event Company fails to return all keys at the termination of this Agreement, Company may be required by Authority to rekey or replace the lock. Any cost incurred by Authority in replacing the keys or rekeying the mailbox will be borne by Company.

8.15 Cooperation with State Inspector General. Company shall comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 9
MAINTENANCE AND REPAIR

9.01 General Obligations. The Authority will provide normal routine maintenance to the Company Premises, including roof (structure and membrane), exterior, foundation, load bearing walls, mechanical, and electrical systems repairs and relamping and other structural elements of Authority-owned facilities. The Company will, throughout the Term, assume responsibility for maintenance for all of its installed equipment and any Company improvements. Unless otherwise specified in this Agreement, responsibilities of Company and Authority for maintaining the Company Premises will be as further defined in **Exhibit B**, Maintenance Matrix of Obligations, attached hereto and incorporated herein by reference.

All such maintenance, repair and replacements will be of quality equal to the condition of the Company Premises at the commencement of the Term of this Agreement.

9.02 Reimbursement of Authority Made Repairs. Notwithstanding anything to the contrary in this Agreement, Authority will have no responsibility to make any repairs if such repairs or maintenance are required due to any misuse, improper conduct, omission, negligence, or conduct of unauthorized business on the Company Premises by Company or Company's Company Parties. Should Authority elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Company will pay all such costs and expenses incurred by Authority, plus the Administrative Charge, within fifteen (15) days from the date of the invoice. Failure of Company to pay will be an Event of Default.

ARTICLE 10
IMPROVEMENTS AND ALTERATIONS BY COMPANY

10.01 Structural Alterations. The Company will make no structural alterations to its Company Premises without the prior written consent of Authority.

10.02 Alterations and Improvements to Airport. The Company acknowledges that from time to time Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Terminal Complex or the Airport that may temporarily affect Company's operations hereunder. The Company agrees to accommodate Authority in such matters, even though Company's activities may be inconvenienced, and Company agrees that no liability will attach to Authority or any Indemnified Party by reason of such inconvenience or impairment.

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

10.04 Approvals Extended to Architectural and Aesthetic Matters. Approval of Authority to any improvements to the Company 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 Company and to require Company to resubmit any such layouts or proposals at Company's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.

10.05 Display Locations. The Company and its Company Parties 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 in the Company Premises without the prior written approval of Authority.

10.06 Ceiling. The Company and its Company Parties will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any of its Company Premises without the prior written approval of Authority.

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

10.08 Construction and Installation Schedule. The Company 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 Company in its Company 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 Company or any Company Party will conform to all Applicable Laws. The Company will obtain, at its own expense, all necessary building permits.

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

A. The Company will obtain at Company's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other Applicable Laws of all appropriate Government Authorities.

B. The Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.

C. The Company agrees to hire only licensed contractors and subcontractors.

D. The Company 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 by Company or were required by Authority or any other Governmental Authority.

E. The Company agrees to be solely responsible for any damage to its Company Premises, common use areas, or Airport property resulting from Company's construction of improvements or alterations.

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

ARTICLE 11
TITLE TO IMPROVEMENTS

All fixed improvements of whatever kind or nature installed by Company upon its Company Premises or common use areas, with or without consent of Authority, including but not limited to, all heating and/or air conditioning, interior and exterior light fixtures, and the like that, under the laws of the State, are part of the realty, will become and be deemed to be the property of Authority upon termination of this Agreement (whether by expiration, termination, forfeiture, repurchase or otherwise), and will remain on the Company Premises or common use areas, or at Authority's sole option, Authority may require Company to remove the improvements and restore the Company Premises and common use areas to their original condition. Title to all personal property, furnishings, wireless access points and trade fixtures will be and remain with Company and will be removed from its Company Premises and common use areas upon termination or expiration of this Agreement. The Company will pay any costs associated with the restoration of its Company Premises and common use areas to their original condition upon such removal.

ARTICLE 12
DEFAULT AND TERMINATION

12.01 Events of Default. The following events will be deemed events of default (each an "***Event of Default***") by Company:

A. The failure or omission by Company to perform its obligations or make any payment to Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.

B. The failure or omission by Company to perform its obligations under the Basic Agreement.

C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the Basic Agreement, or by any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within thirty (30) days of receipt by Company of Authority's written notice to cease said business or acts.

D. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company's assets.

E. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

F. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition for bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

G. The Company's violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

12.02 Authority's Remedies. In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days' notice by Authority and Company'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 Company's rights under this Agreement and, in accordance with Applicable Laws, take possession of the Company Premises. The Authority will not be deemed to have thereby accepted a surrender of the Company Premises, and Company will remain liable for all payments and other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of Agreement; or

B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default, plus an Administrative Charge thereon, will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or

C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Company Premises, whereupon all rights and interest of Company in its Company Premises and common use areas will end.

No waiver by the Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or non-compliance 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 the Company. No delay, failure, or omission of the

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 the Authority will be required to restore or revive time as being of the essence hereof after waiver by the Authority or default in one or more instances. No option, right, power, remedy, or privilege of the 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, privileges, or remedies given to the Authority by this Agreement 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, privilege or remedy by the Authority will not impair its rights to any other right, power, option or remedy..

12.03 Continuing Responsibilities of Company. Notwithstanding the occurrence of any Event of Default, Company will remain liable to Authority for the prompt payment of all Rents due hereunder and for all preceding breaches of any covenant of this Agreement.

ARTICLE 13
DISCLAIMER OF LIENS

The Company agrees not to encumber its Company Premises indirectly or directly without prior written consent by Authority and to keep the Company Premises free from all encumbrances, including but not limited to, mortgages, pledges, liens (equitable or otherwise), charges, security interests or other claims of any nature.

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

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

The Company will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority may require Company, at Company's expense, to indemnify Authority and its Indemnified Parties against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims. This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with Applicable Laws, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 14
UTILITIES

14.01 Utility Infrastructure. During the Term of this Agreement, Company will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunications and data services at its Company Premises.

14.02 Upgraded Utility Infrastructure. If Company requires utility infrastructure beyond what currently exists or is available to be extended to its Company Premises' boundary, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such utility infrastructure related to its use of the Company Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.

14.03 Utility Services. The Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunications and data services.

14.04 Cabling Infrastructure. The Authority owns and maintains the Airport's PWDS cable infrastructure supporting telephone and data transmission generated within, to and from the Company Premises. The Company may use Authority's fiber optic cabling infrastructure for voice and data connectivity. The Company will pay monthly fees as additional Rents, as established on an annual basis by Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points used by Company. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber optic cable or additional strands of fiber will be at Company's expense. If Company installs electronic visual information display systems ("***EVIDS***"), Company will be required to use Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at Company's cost and may be performed by Authority or by an outside vendor approved by Authority, subject to a Tenant Work Permit.

14.05 Easement Rights Reserved to Authority Regarding Utility Lines and Services. The Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Company Premises and common use areas. When installing new lines or services, Authority will protect any existing improvements and will avoid any unreasonable interference with Company's operations.

ARTICLE 15

INGRESS AND EGRESS

15.01 Use of Public Way. The Company will have the right of ingress to and egress from the Airport, the Company Premises, and the common use areas for Company's Company Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and Authority's right to establish Authority Rules and Regulations and Operating Directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company Parties.

15.02 Methods of Ingress or Egress. The Authority may at any time temporarily or permanently close, re-route, consent to, or request the closing or re-routing of any method of ingress or egress on the Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to Company. The Company hereby releases and discharges Authority from any and all claims, demands, or causes of action that Company may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 16

INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by Company's or any Company Parties':

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. Breach of the terms of this Agreement or the Basic Agreement;

4. Performance, non-performance or purported performance of this Agreement;

5. Violation of any Applicable Laws;

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 EPA or other regulatory agency to be an environmental contaminant

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

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

1. Presence on, use or occupancy of Authority property;

2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;

3. Breach of the terms of this Agreement or the Basic Agreement;

4. Performance, non-performance or purported performance of this Agreement;

5. Violation of any Applicable Laws;

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 EPA or other regulatory agency to be an environmental contaminant

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

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company or any Company Party in the performance of this Agreement.

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

E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, Company shall indemnify and hold harmless the State, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, the extent caused by the negligence, recklessness or intentional wrongful misconduct of Company and any Company Party in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

F. The Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority or any Indemnified Party its fully and finally barred by the applicable statute of limitations or repose.

G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority or any Indemnified Party may have under the doctrine of sovereign immunity under Applicable Laws.

H. The Authority and each Indemnified Party reserves the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 17
INSURANCE

17.01 Insurance Terms and Conditions.

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Agreement. In the event Company becomes in default of the following requirements Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that Authority, members of Authority's governing body, and Authority's officers, volunteers, agents, and employees are included as additional insureds.

Company 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.

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Agreement will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business

Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Agreement.

17.02 Limits and Requirements.

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

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

B. Commercial General Liability Insurance.

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

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

C. Business Auto 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 Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	$1,000,000

Provided, however, that all vehicles operating upon the AOA will be required to be insured for $10,000,000.

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 Company Premises. Such insurance will include Authority as an Additional Insured and Loss Payee. The 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 Company Premises. Payment of all amounts under any deductible in the property insurance will be the sole responsibility of Company.

E. Cyber Liability & Data Storage. The Company shall purchase and maintain Cyber Liability Insurance throughout the Term of this Agreement and such insurance will be maintained for a period of three (3) years thereafter for services completed during the Term of this Agreement. Such insurance shall cover, at a minimum, the following:

Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information caused by Company, any of its subcontractors, or cloud service providers used by Company;

Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;

Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;

Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the services provided by Company to Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;

First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;

Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other privacy breach involving personally identifiable information and personal health information; and

No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence	$5,000,000
Annual Aggregate	$5,000,000
Event Management Expenses	$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the Term of this Agreement.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention.

F. Environmental Insurance (Pollution). Such insurance will be maintained by Company on a form acceptable to Authority for liability resulting from pollution or other environmental impairment, which arises out of, or is in connection with, work under this Agreement. Company will provide and maintain environmental coverage from the inception of this Agreement. If on a claims-made basis, insurance must respond to claims reported within three years of the end of this Agreement. Limits of Coverage will be:

Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

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

17.04 Conditions of Acceptance. The insurance maintained by Company must conform at all times with Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and which can be provided upon request.

ARTICLE 18
SECURITY FOR PAYMENT

18.01 Payment Security Requirements.

A. Unless Company has maintained an agreement similar to this Agreement with Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement, Company will provide Authority on or before the Effective Date with acceptable Payment Security. The Company will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which Company commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty (30) days prior to cancellation, Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.

B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated Rents or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment

Security is equal to three (3) months' estimated Rents payable by Company pursuant to this Agreement.

C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute an Event of Default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within ninety (90) days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.

D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. The Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

18.02 Satisfactory Performance. Subject to the provisions of the Payment Security Requirements Section above, the Payment Security will be returned within ninety (90) days following the expiration of the Term of this Agreement, subject to the satisfactory performance by Company of all terms, conditions, and covenants contained herein.

ARTICLE 19
PROPERTY DAMAGES

19.01 Partial Damage. In the event all or a portion of the Company Premises is partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered untenable, Company will give Authority immediate notice thereof, and Authority will make the repairs promptly, at its own cost and expense.

19.02 Extensive Damage. In the event damages as referenced in Section 19.01 are so extensive as to render all or a significant portion of the Company Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

19.03 Complete Destruction. In the event the Company 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 Company Premises untenable, and the Company Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, and reconstruct the Company Premises. In the event Authority elects not to repair, replace, and reconstruct the Company Premises, Authority will not be required to grant alternative premises and this Agreement, and the obligations of the Parties hereunder will terminate.

19.04 Abatement of Rents. In the event of extensive damage or complete destruction as referenced in Sections 19.02 and 19.03, the portion of the Rents attributable to untenable Company Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Company Premises can be re-occupied. Notwithstanding the foregoing, in the event the Company Premises are damaged or destroyed as a result of the act or omission of Company, including negligence, Company's Rents will not abate, and Company will be responsible for all costs to repair or rebuild that portion of the Company Premises damaged or destroyed as a result of Company's act or omission.

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

19.06 Waiver of Subrogation. To the extent such insurance permits, and then only to the extent collected or collectable by Company under its property insurance coverage, Company waives any and all claims against Authority and the Indemnified Parties for loss or damage to property.

ARTICLE 20
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

The Company and each of its Company Parties will at all times comply with all Applicable Laws, including the Resolution. The Company and each of its Company Parties will comply at all times with Authority Rules and Regulations.

ARTICLE 21
FAA APPROVAL

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

ARTICLE 22
ENVIRONMENTAL

22.01 General Conditions. Notwithstanding any other provisions of this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Company, Company hereby expressly covenants, warrants, and represents to Authority, in connection with Company's operations on its Company Premises and at the Airport, the following:

A. Company is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Company's facilities or operations at its Company Premises or the Airport. The Company acknowledges that such Environmental Laws change from time to time, and Company agrees to keep informed of any such future changes.

B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, to the maximum extent permitted by State law, Company agrees to indemnify and defend and hold harmless Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by Company or any of its Company Parties of such applicable Environmental Laws and for any non-compliance by Company or any of its Company Parties with any permits issued to Company pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by Company or any of its Company Parties at its Company Premises or the Airport, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws, or the violation of any Environmental Laws due to Company's or its Company Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at its Company Premises or elsewhere at the Airport; (iii) any breach by Company of any of the requirements of this Article 22; (iv) Company's remediation or failure to remediate Hazardous Substances as required by this Agreement; which indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company or its Company Parties or against Authority by reason of Company's or its Company Parties' violation or non-compliance with Environmental Laws. The Company's obligations hereunder will survive the termination of the Term of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof, except that, in the event that Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, Authority may not recover the same funds from Company; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 16 to the extent applicable.

C. The Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any Governmental Authority regarding possible violation of any Environmental Law upon the Company Premises or elsewhere at the Airport.

D. The Company agrees that all remedies of Authority as provided herein with regard to violation of any Environmental Laws will be deemed cumulative in nature and will survive termination of this Agreement.

E. The Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within twenty-four (24) hours of receipt by Company or Company's agent. In the event Authority receives a notice of violation, notice of non-compliance, or other enforcement action of the nature described herein, it will promptly provide that notice to Company. Any violation or notice of violation or non-compliance with an Environmental Law that Company fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed an Event of Default under this Agreement.

F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

22.02 Environmental Considerations.

A. The Company and its Company Parties will not discharge or spill any Hazardous Substance into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Company Premises. In addition, neither Company nor any Company Party will discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other Governmental Authorities having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, bays, and other bodies of water. The Company's discharge, spill or introduction of any Hazardous Substance onto the Company Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed an Event of Default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.

B. If Company is deemed to be a generator of hazardous waste, as defined by Applicable Laws, Company will obtain a generator identification number from the U.S. EPA and the appropriate generator permit and will comply with all Applicable Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.

C. The Company agrees to provide Authority, within ten (10) days of Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Company Premises or operations at the Airport.

D. At the end of the Term of this Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all Applicable Laws. Copies of all waste manifests will be provided to Authority at least thirty (30) days prior to the end of the Term of this Agreement.

22.03 Prior Environmental Impacts. Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Company Premises that occurred prior to Company's entry upon the Company Premises or that occurred as a result of the actions of Authority or any of its employees, agents, or contractors.

22.04 Off-Site Environmental Impacts. Nothing in this Article will be construed to make Company liable in any way for any environmental impacts or release of Hazardous Substances affecting the Company Premises that occurs by reason of the migration or flow to the Company Premises from verifiable or documented off-site environmental impacts that is not attributable to Company's activities at the Company Premises.

22.05 Petroleum Storage Systems.

A. At Company's expense, Company will at all times comply with all Environmental Laws, including but not limited to, the regulations of the FDEP as stated in Chapters 62-761 and 62-762, FAC, the requirements of the Federal Oil Pollution Prevention regulation found in Title 40 of the Code of Federal Regulations Part 112 (40 CFR Part 112), as well as the requirements of the EPC, as may be amended or replaced, pertaining to petroleum storage tank and piping system construction, operation, inspection, and compliance monitoring programs; release detection methods and procedures; maintenance; and preventative maintenance programs. The Company will be responsible for all spillage, overflow, or escape of gases, petroleum or petroleum products, and for all fines and penalties in connection therewith. All petroleum storage systems will be registered by Company, and Company will display the registration placard as required by law.

B. The Company will train its employees and employees of fuel suppliers on proper fuel delivery and dispensing procedures with an emphasis on safety as well as on spill prevention and response. All fuel delivered to or dispensed from fuel farm facilities will be attended by a person who has completed an FAA-approved aircraft fueling training program. The Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

C. The Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Company Premises that may be adopted by Authority. The Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.

D. The Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

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

A. The Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. The Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any applicable stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. The Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining BMPs. The Company will establish a BMP plan for the Company Premises and submit a copy to Authority.

B. The Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. The Company is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges; collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. The Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Company Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

22.07 <u>Environmental Inspection at End of Agreement Term</u>.

A. At Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term as provided herein, Company will conduct an environmental inspection and examination of the Company Premises. At its discretion, Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. The Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Company Premises have been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with

Applicable Laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.

B. During the period of a cleanup due to the environmental condition of the Company Premises or common use areas, Company's obligations, including the payment of Rents, under the existing terms of this Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.

C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by Governmental Authority and must be reasonably acceptable to Authority.

ARTICLE 23
REPORTS AND AUDITS

23.01 Authority Right to Perform Audits, Inspections, or Attestation Engagements.

At any time or times during the Term of this Agreement or within five (5) years after the end of this Agreement, the Authority or any duly authorized representative of Authority have the right to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of substantiating the accuracy of payments to Authority or Company's compliance with other provisions of this Agreement.

Access will be granted to all of Company's records directly pertinent to this Agreement or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors directly pertinent to this Agreement. If the records are kept at locations other than the Airport, Company 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 Article.

Company agrees to deliver or provide access to all records directly pertinent to this Agreement requested by Authority within fourteen (14) calendar days of each request. Company will be in material breach of this Agreement if Company fails to provide requested records in accordance with this Article and Company will be responsible for the cost of the audit as determined by the Authority.

Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to retain copies of any and all records directly pertinent to this Agreement as needed to support Authority workpapers.

If, as a result of any engagement, it is determined that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges, and Authority may assess interest at the Federal Reserve Bank of New York (FRBNY) prime rate on the additional fees or charges from the date the fees or charges were due.

Approvals granted outside of the internal audit function for any services included or not included in this Agreement do not act as a waiver or limitation of the Authority's right to perform engagements.

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

Company 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. Company 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 Agreement.

ARTICLE 24

AMERICANS WITH DISABILITIES ACT

The Company will comply with the 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 25

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

25.01 Compliance with Regulations: Company (hereinafter includes consultants) will comply with the

Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.

25.02 Nondiscrimination: Company, with regard to the work performed by it during this Agreement, 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. Company 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 Agreement, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

A. 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);

B. 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;

C. 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);

D. 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);

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. 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);

H. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and

I. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

25.03 Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Company 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 Company of Company’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.

25.04 Information and Reports. Company will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to the Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

25.05 Sanctions for Noncompliance. In the event of Company’s noncompliance with the nondiscrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to,

A. withholding of payments to Company under this Agreement until Company complies, and/or

B. canceling, terminating or suspending this Agreement, in whole or in part.

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

ARTICLE 26
NON-EXCLUSIVE RIGHTS

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 Agreement are non-exclusive and Authority herein reserves the right to grant similar privileges to another lessee or other tenants on other parts of the Airport.

ARTICLE 27
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 28
RIGHT OF ENTRY

The Authority will have the right to enter the Company Premises for the purpose of periodic inspection of the Company Premises from the standpoint of safety and health, and monitoring of Company's compliance with the terms of this Agreement; provided, however, that, except in the case of an emergency as determined by Authority, Authority shall provide Company with prior notice to the Station Manager, if any (as defined in the Basic Agreement), reasonable under the circumstances (which may be oral), of any entry onto the Company Premises.

ARTICLE 29

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

ARTICLE 30

GOVERNMENT INCLUSION

30.01 Subordination of Agreement. It is mutually understood and agreed that this Agreement will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, 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 this Agreement will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

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

30.03 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

30.04 Security. The Company and its Company Parties must comply with (i) the provisions of Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing and (iii) security measures required of Company or Authority by the FAA or TSA. If Company or any of its Company Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty or other damages being assessed against Authority, then, in addition to any other terms of this Agreement, Company shall be responsible and shall reimburse Authority in the full amount of any such monetary penalty or other damages, plus an Administrative Charge. This amount must be paid by Company within ten (10) days of written notice.

ARTICLE 31
SIGNS

31.01 Written Approval. Except with the prior written approval of Authority, which shall not be unreasonably withheld, conditioned, or delayed, Company will not erect, maintain, or display any signs or any advertising at or on the Company Premises or common use areas.

31.02 Removal. Upon the expiration or termination of this Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Company Premises and common use areas and, in connection therewith, will restore the portion of the Company Premises and common use areas affected by such signs or advertising to substantially the same conditions as existed at the commencement of the Term. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Company Premises and common use areas, Authority may perform the necessary work, at the expense of Company, plus an Administrative Charge.

ARTICLE 32
ASSIGNMENT AND SUBLEASING

Company will not assign, subcontract, sublease, or license this Agreement without the prior written consent of Authority. Any purported assignment or sublease of this Agreement without the prior written consent of the Authority shall be void ab initio and of no effect. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Agreement.

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

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 Agreement during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

ARTICLE 33
COMPANY TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State, and that the undersigned officer is authorized and empowered to bind Company to the terms of this Agreement by his or her signature thereto.

ARTICLE 34
CONDEMNATION

If the whole or any part of the Company Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired Term of this Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 35
SURRENDER OF COMPANY PREMISES

The Company will surrender up and deliver the Company Premises to Authority upon the conclusion of the Term or earlier termination of this Agreement in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Company Premises and common use areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of payment of any Rents, Authority will have a lien for such Rents upon any property found upon the Company Premises or common use areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Company Premises or common use areas without written approval of Authority.

ARTICLE 36

PERSONAL PROPERTY

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

ARTICLE 37

APPLICABLE LAW AND VENUE

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

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

ARTICLE 38

AUTHORITY APPROVALS

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

ARTICLE 39

INVALIDITY OF CLAUSES

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

ARTICLE 40

HEADINGS

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

ARTICLE 41

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) 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
Attn: Chief Executive Officer

Or

(HAND DELIVERY)

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

TO COMPANY:

(MAIL DELIVERY)

Or

(HAND DELIVERY)

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

ARTICLE 42

SUBORDINATION TO TRUST AGREEMENT

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

B. The Authority shall notify Company in advance of any proposed amendments or supplements to the Trust Agreement and Other Financing Documents that would alter the terms and provisions of this Agreement.

C. With respect to Bonds, Subordinated Indebtedness and Other Indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds, Subordinated Indebtedness and Other Indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "***Code***") (collectively, "***Tax-Exempt Indebtedness***"), Company may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Company Premises, if the act or failure to act may cause, in the sole judgment of Authority, Authority to be in noncompliance with the provisions of the Code, nor may Company take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the "***AMT***"), to become subject to the AMT for Federal income tax purposes, and Company may not elect to take depreciation on any portion of the Company Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 43

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 Company Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination, Company's obligation to pay Rents 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 44
RADON GAS AND OTHER PROPERTY CONDITION NOTIFICATIONS

44.01 RADON GAS: In accordance with requirements of the State, the following notification statement will be included in all agreements 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.

44.02 OTHER PROPERTY CONDITIONS: 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, Authority worked with FDEP to develop Soil and Groundwater Use Regulations that memorialize these controls. The Soil Use Regulation provides a process for 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.

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 Authority website at www.TampaAirport.com > Business and Community > Airport Operations.

ARTICLE 45

RELATIONSHIP OF THE PARTIES

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

ARTICLE 46

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

To the extent required by Applicable Laws, Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.

B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by 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 Agreement and following completion of the Term of this Agreement.

D. Upon completion of the Term of this Agreement, keep and maintain public records required by Authority to perform the services. The Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

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 47
MISCELLANEOUS

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

ARTICLE 48
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 49
INCORPORATION OF EXHIBITS

All exhibits and attachments referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

ARTICLE 50
NO INDIVIDUAL LIABILITY

No Board member, officer, agent, director, or employee of Authority shall be charged personally or held contractually liable by or to any other person under the terms or provisions of this Agreement or because of any breach thereof.

ARTICLE 51
AMENDMENTS

Except as specifically provided in this Agreement, no amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by Company and Authority.

ARTICLE 52
ANTI-HUMAN TRAFFICKING LAWS

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

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

ARTICLE 53
HOLDOVER

If Company 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 sufference on the same terms and conditions as contained in this Agreement then in effect; provided, however, that the Rents payable for each one (1) month holding over period will equal two hundred percent (200%) of the total monthly Rents then in effect. Said holding over period and Rents will continue until either Party gives the other Party thirty (30) days prior written notice of termination.

ARTICLE 54
USE OF ARTIFICIAL INTELLIGENCE

A. Artificial Intelligence (AI) means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

B. Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Authority Rules and Regulations and Applicable Laws.

C. To maintain the security of Authority Data and IT systems, Company is prohibited from attempting to gain access to unapproved AI applications when using Authority Data. To avoid potential data leaks or security incidents, Company is prohibited from inputting, uploading, or otherwise integrating any Authority Data into AI without the prior written consent of the Authority following Company'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.

D. Company acknowledges and agrees that any Authority Data obtained using AI technology is the property of the Authority, and the Company shall not use such data for any purpose other than to provide services to the Authority. Specifically, the Company 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 Company, without the express written consent of the Authority. The Company 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.

E. Company'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.

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

G. To maintain the confidentiality of Authority Data, Company must only share information with approved personnel and must not input SSI into AI systems. Company 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. Company should contact the Vice President of Information Technology Systems if it is unsure whether it should input certain information.

H. Company 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.

I. 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. Company 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. Company should also maintain a record of AI use that can be shared with authorized Authority personnel upon request. The Company will provide the Authority with regular reports detailing any use of AI involving Authority Data including any incidents of unauthorized access or breaches. Company must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.

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

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

L. Upon termination of this Agreement, Company 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.

M. Company 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. Company will promote fairness, transparency, and accountability while avoiding bias and discrimination in AI applications.

ARTICLE 55
AGREEMENT MADE IN FLORIDA

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

ARTICLE 56
SCRUTINIZED COMPANIES

Company is required to complete Exhibit D, Scrutinized Company Certification, at the time this Agreement is executed and to complete a new Exhibit for each renewal option period, if any. This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

ARTICLE 57

E-VERIFY REQUIREMENT

In accordance with the State, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 the Company, 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 Company or subcontractor. If the Company enters into a contract with a subcontractor, the Company 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 58

AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State, 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 Company 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 Agreement, and the service will be made as provided by the laws of the State, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out in this Agreement, or in the event of a foreign address delivery by Federal Express, and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protests thereto, any laws to the contrary notwithstanding.

ARTICLE 59

COMPLETE AGREEMENT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this ______ day of __________________, 202_.

ATTEST:

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

Signed, sealed, and delivered
in the presence of:

____
Witness Signature

____
Print Name

LEGAL FORM APPROVED:

By: ______________________________
David Scott Knight
Assistant General Counsel

____
Witness Signature

____
Print Name

<u>HILLSBOROUGH COUNTY AVIATION AUTHORITY</u>
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of ____________, 202_, by Arthur F. Diehl III in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

____
Signature of Notary Public – State of Florida

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

[COMPANY]

Signed in the presence of:

By: ________________________________

Title: ________________________________

____
Witness Signature

____
Print Name

____
Print Name

____
Print Address

____
Witness Signature

____

____
Print Name

[COMPANY]

STATE OF ________________________

COUNTY OF ________________________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ______day of ________________, 202_, by ____________________________ as
(name of person)

________________________ for ____.
(type of authority) (name of party on behalf of whom instrument was executed)

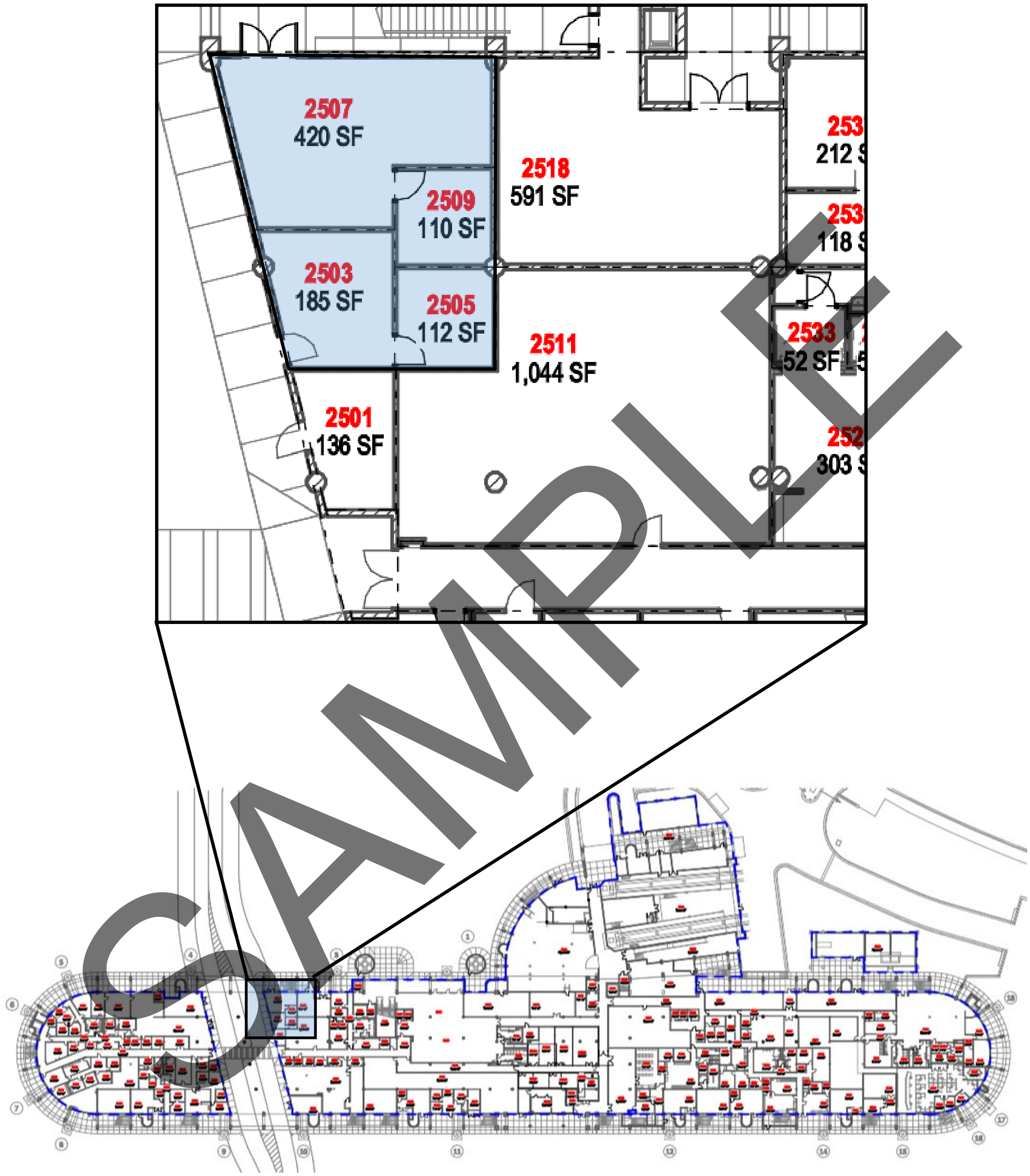
____
(Signature of Notary Public – State of ____________)

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

Personally known to me OR Produced Identification

____
(Type of Identification Produced)

COMPANY
EXHIBIT A-1
AIRSIDE RAMP LEVEL SPACE



LEGEND

AIRSIDE A RAMP LEVEL SPACE – 827 SF±

Tampa International Airport

MONTH YEAR

MAINTENANCE MATRIX OF OBLIGATIONS

EXHIBIT B

Space Rental Agreement Terminal / Airsides		
	Ticket Counters	**Offices & Operations**
Premises (subject to reasonable wear and tear)	Company	Company
Electrical System Repair & Maintenance	Authority	Authority
Exterior	Authority	Authority
Structural Elements of Building	Authority	Authority
Mechanical / HVAC	Authority	Authority
Relamping of Authority Installed Fixtures	Authority	Authority
Maintenance of Company Installed Equipment	Company	Company
Disposal of Construction Garbage, Debris and Waste Materials	Company	Company
Loading Bridges / Authority Controlled	Authority	Authority
Preconditioned Air Systems / Authority Owned and Installed	Authority	Authority
Associated 400 Hertz Units / Authority Owned and Installed	Authority	Authority
Lightning Detection System	Authority	Authority
Fire Protection System including Minimum Required Fire Extinguishers	Authority	Authority
Company Provided Additional Fire Extinguishers	Company	Company
Janitorial Service	Authority	Authority
Pest Control	Authority	Authority
Sewage Distribution	Authority	Authority
Sewage Fixtures	Authority	Authority
Water Distribution	Authority	Authority
Water Fixtures	Authority	Authority
Controlled Access Security System - Company	Company	Company
Controlled Access Security System - Authority	Authority	Authority
Personal Property	Company	Company
Company Installed Lighting	Company	Company
Signage	Authority	Authority
Ceiling Tiles	Authority	Authority
Weight Scales	Company	Company
Keys / Locks	Authority	Authority
Pedestrian Doors	Authority	Authority
LED Signs	Authority	Authority
Restroom Fixtures Exclusive to Tenant Premises / Toilets / Faucets	Authority	Authority
Trade Fixtures	Company	Company

Company will pay for the cost of any maintenance performed by the Authority that is due to Company, its assignees, or sublessee's negligence.

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of ________________________, hereby attests under penalty of perjury that ________________________:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

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

Date: _____________________, 20____

Entity: ___________________________

Signed: _____________________________________

Name: _____________________________________

Title: _____________________________________

EXHIBIT D
SCRUTINIZED COMPANY CERTIFICATION

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

This certification is required pursuant to Florida Statute Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of $1 million or more, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or that has 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.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract for goods or services of any amount, participating in a boycott of Israel is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity.

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

I, ___ ______________________________, as a representative of ____ _____________________________, certify and affirm that, subject to the dollar limitations set forth in Florida Statute Section 287.135, this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

______________________________ ______________________________
Signature Title

______________________________ ______________________________
Printed Name Date

Required Submittals

TAMPA INTERNATIONAL AIRPORT

Company Contact Information

Company's Registered Name: ______________________________

Please fill out the Company Contact Information Form in its entirety, including any fields you have previously provided to Tampa International Airport. Once complete, please email to: mschuler@tampaairport.com

LOCAL EMERGENCY/STATION MANAGER CONTACT				
PRIMARY Contact Name			Title	
Cell	Office	Email		
Local Address		City	State	Zip
Mailing Address		City	State	Zip
SECONDARY Contact Name			Title	
Cell	Office	Email		

PROPERTIES/AIRPORT AFFAIRS CONTACT				
Name		Title		
Phone	Email			
Mailing Address	City	State	Zip	Country

CORPORATE CONTACTS				
AUTHORIZED REPRESENTATIVE FOR CONTRACT EXECUTION				
Name		Title		
Mailing Address	City	State	Zip	Country
Phone	Email			
INSURANCE CONTACT				
Name		Title		
Mailing Address	City	State	Zip	Country
Phone	Email			
LEGAL COUNSEL CONTACT				
Name		Title		
Mailing Address	City	State	Zip	Country
Phone	Email			
ENVIRONMENTAL CONTACT				
Name		Title		
Mailing Address	City	State	Zip	Country
Phone	Email			

TAMPA INTERNATIONAL AIRPORT

Company Contact Information

Company's Registered Name: ______________________________

PAYMENT SECURITY CONTACT					
Name		**Title**			
Mailing Address	**City**	**State**	**Zip**	**Country**	
Phone	**Email**				

FINANCING/BILLING CONTACTS					
BILLING CONTACT					
PRIMARY Contact Name			**Title**		
Phone	**Email**				
Mailing Address		**City**	**State**	**Zip**	**Country**
SECONDARY Contact Name			**Title**		
Cell	**Office**	**Email**			
Electronic Invoices | Email Address					
NOTE: TPA will send E-Invoices from RECEIVABLES@TAMPAAIRPORT.COM					
COMPLETED REPORTING FORMS CONTACT					
Name		**Title**			
Mailing Address	**City**	**State**	**Zip**	**Country**	
Phone	**Email**				
TAX BILLS CONTACT					
Name		**Title**			
Mailing Address	**City**	**State**	**Zip**	**Country**	
Phone	**Email**				

☐ CARGO ☐ GSE ☐ WAREHOUSE CONTACT ☐ OTHER ______________________________					
Name			**Title**		
Email	**Phone**		**Hours**		
			__________ ☐ AM ☐ PM - __________ ☐ AM ☐ PM		
Mailing Address		**City**	**State**	**Zip**	**Country**

Form completed by the following Company representative:				
Name	**Title**	**Phone**	**Email**	**Date completed**

HILLSBOROUGH COUNTY AVIATION AUTHORITY
INSURANCE CERTIFICATE REQUIREMENTS CHECKLIST

Prior to submitting your Insurance Certificate(s), please review it carefully as it relates to the following:

FORM

- ☐ The insurance information is submitted on an ACORD form or its equivalent.
- ☐ Each type of insurance coverage required in the Agreement is listed on the form.
- ☐ The limits for each type of insurance coverage required are at least the minimums required in the Agreement.

NAMED INSURED

- ☐ The named insured must be identical to the company's name as stated in the Agreement.

ADDITIONAL INSURED

- ☐ Hillsborough County Aviation Authority, members of the Authority's officers, agents, volunteers and employees are named as additional insured on all applicable coverage.
- ☐ Waiver of Subrogation in favor of Hillsborough County Aviation Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees applies to all policies.
- ☐ The section entitled "Description of Operations / Locations / Vehicles / Exclusions Added By Endorsement / Special Provisions" specifies to which policy(s) the additional insured language applies.

GENERAL LIABILITY

- ☐ The section entitled "General Liability, General Aggregate Limit Applies Per", the "Project" box or "Location" box (whichever is applicable) is checked.
- ☐ The section entitled "Description of Operations/Locations, the Project or Location (whichever is applicable) is specific to the insured's operation at Tampa International Airport, i.e. it states the "[Title of Agreement] between Hillsborough County Aviation Authority and [Name of Company]."
- ☐ The insurance certificate reflects whether the policy is 'claims made' or 'occurrence'.

AUTOMOBILE LIABILITY

- ☐ The Automobile liability includes coverage for all "owned, hired and non-owned" vehicles. If the company does not own vehicles, provide a letter on company letterhead stating that the company does not own any vehicles. Coverage must still be provided for "hired and non-owned" vehicles.

DEDUCTIBLES/SELF INSURED RETENTIONS

- ☐ The certificate reflects the amount of any deductible or self-insured retention; if there is none, it states "no deductible or SIR."

CERTIFICATE HOLDER

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

Please direct any questions regarding these requirements to:
Chris M. Reyes, Risk Management
Phone 813-676-4224
Email: CReyes@TampaAirport.com

PAYMENT SECURITY

The following are examples of payment security templates to be used for all agreements that are outside of the Rates by Resolution.

Company must use one of these templates for payment security.

TO: Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, FL 33622-2287

Bond Number____________________

KNOW ALL MEN BY THESE PRESENTS: That we, ____________________________________, (hereinafter called Principal) and ____________________________________ as surety (hereinafter called Surety), are firmly bound unto the Hillsborough County Aviation Authority in the sum of ________________ ____________________________ dollars ($_________.00), well and truly to be made, the principal and surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, the Principal desires to provide its financial responsibility for the payment of all fees and charges owed as a result of Principal's operations at Tampa International Airport in accordance with principal's Agreement with the Hillsborough County Aviation Authority.

NOW, THEREFORE, if the Principal shall pay or cause to be paid all fees and charges required under the Agreement with the Authority which it shall be obligated to pay as a result of operations at Tampa International Airport, then this obligation shall be void after the expiration of the term for security of payment as provided in the Agreement, otherwise to remain in full force and effect.

The Principal or Surety may at any time terminate this bond by sixty (60) days' written notice to the Chief Executive Officer, Hillsborough County Aviation Authority, Tampa International Airport, P. O. Box 22287, Tampa, Florida 33622.

IN WITNESS WHEREOF the Principal and Surety have executed this instrument on the _____ day of ______________, ______. This bond is effective the ______ day of ________________, ______.

(Seal) PRINCIPAL

By:____________________________________
Print Name:________________________________
Title:____________________________________

(Seal) SURETY

By: ____________________________________
Print Name: ______________________________
Title: ____________________________________
Address: __________________________________
____
Phone: ___________________________________

Hillsborough County Aviation Authority
P. O. Box 22287
Tampa FL 33622-2287

Letter of Credit No. ______________

We hereby open our Irrevocable Standby Letter of Credit in your favor, for the account of ______________________________ *(Name)* in the aggregate of $_________________ United States dollars _______________ *(Amount)* available by payment of your draft(s) at sight drawn on ourselves when accompanied by the following document (s):

Statement, purportedly signed by the beneficiary, reading as follows:

> We hereby certify that ___________________________ *(Name)* has failed to fulfill their obligation as agreed to in their contract for _______________________________ *(Contract Description)* at Tampa International Airport with the Hillsborough County Aviation Authority dated __________________________.

Draft (s) drawn under this credit must state on their face "drawn under ___________________________. Irrevocable Standby Letter of Credit Number _________________ dated _________________________.

We hereby agree with you that draft(s) drawn under and in compliance with the terms and conditions of this credit shall be duly honored if presented together with document(s) as specified and the original of this credit, at our office located at ______________________________ on or before ________________.

This letter of credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590. If a conflict between the International Standby Practices 1998 and Florida law should arise, Chapter 675 Article 5 of Florida Statutes shall prevail. Otherwise, Florida law governs this Standby Letter of Credit.

Sincerely,

____
Authorized Signature
Bank Representative

STANDARD PROCEDURE Aviation Authority	Number: S250.04 Effective: 12/11/08 Revised: 03/04/26 Page: 1 of 4
SUBJECT: CONTRACTUAL SECURITY DEPOSITS	

PURPOSE: To establish procedures for contractual security deposits.

GENERAL: The Authority has established contractual security deposit requirements for tenants and operators (Company) conducting business with the Authority.

PROCEDURES:

A. Contractual Security Deposit Language:

The Company is to provide payment security for rents, fees, and charges in either of the following three forms prior to commencing operations and is to maintain the security during the term of the agreement:

1. A separate surety bond in an amount equal to three months' rents, fees and charges payable to the Authority. The bond must be in a form acceptable to the Authority and issued by a surety company acceptable to the Authority and authorized to do business in the State of Florida; or

2. A separate irrevocable letter of credit (LOC) in an amount equal to three months' rents, fees and charges, drawn in favor of the Authority. The LOC must be in a form acceptable to the Authority and issued by a financial institution acceptable to the Authority and authorized to do business in the State of Florida; or

3. A security deposit of $5,000 or less may be accepted in cash.

B. Waiver of Requirement:

The requirement to provide a security deposit may be waived if the amount of the deposit is equal to or less than $5,000. However, the decision to waive the security deposit will be made by the appropriate Executive Vice President, Vice President, or contracting department director.

C. Initial Security:

The contract manager is responsible for obtaining the initial security document and reviewing it for content (e.g. amount, company's name, effective date, contract description). The original security document is stored in the Records and Information Center then scanned and transmitted to Enterprise Risk Management & Safety (ERMS). ERMS will review the security document as to form and, if needed, a copy of the security document will be sent to Legal Affairs for review and approval. ERMS will contact the surety company or financial institution to verify that the security document is legitimate, then initial and date a copy of the security document and file it in ERMS' electronic files. ERMS will e-mail the contract manager the results of the verification and notify the contract manager if the security document is incorrect or not acceptable. Any further contact with the Company will be made by the contract manager.

The Contract Manager will ensure that the original security document is in the Records and Information Center and a copy is emailed to the PROPworks Specialist for the responsible contracting department. The PROPworks Specialist will associate the security document to the appropriate agreement in PROPworks. Records and Information Center will file the original security document in a locked cabinet and place a scanned copy into the electronic records management system.

D. Security Renewals:

1. At least thirty days prior to the security document expiration, the PROPworks Specialist in the responsible contracting department will determine the security deposit requirement for the next year based on the average monthly rents, fees and charges billed for the prior 12 months times three months or the current rate for three months' rents, fees and charges. The PROPworks Specialist will send the contract manager the security deposit requirements and backup documentation for review. The contract manager will review the backup documentation and notify the PROPworks Specialist by e-mail that the new amounts have been approved.

2. At least twenty-one days prior to the security document expiration, the contract manager will send a letter to the Company, with copy to ERMS, requesting the security document be extended, the amount increased or decreased, as necessary, and an explanation for the change. The letter will also request the new security documentation be sent to the attention of the Records and Information Center. Once the security document is received, the Records and Information Center will ensure a copy is sent to the contract manager and ERMS. ERMS will review the security document as to form and contact the issuing financial institution to verify

that the security document is legitimate. ERMS will then initial and date a copy of the security document and file the copy in ERMS' electronic files. If issues exist with the form of the security document, a copy will be sent to Legal Affairs, as needed, for review. ERMS will e-mail the contract manager the results of the verification of the security document. Further contact with the Company will be made by the contracting department.

a. The PROPworks Specialist will associate the security document to the appropriate agreement in PROPworks.

b. Contract Management will ensure that the original document is in the Records and Information Center. Records and Information Center will scan and place the electronic image in the Authority's electronic records management system. The original document is filed in a locked fireproof cabinet. If a Company provides a rider or a continuation certificate, it is filed with the original security document in the Records and Information Center.

3. If the security document or continuation certificate is not received within seven days of expiration, the contract manager will contact the Company.

E. Satisfactory Performance:

The security document must be kept current at all times during the agreement term. Any release of liability under the security document is conditioned on the satisfactory performance of all terms, conditions, and covenants contained in the agreement.

Some agreements requiring security deposits state that, upon completion of 18 consecutive months under the agreement and subject to the satisfactory performance by the Company of all terms, conditions, and covenants, the Company may request that the security deposit be returned. At the Company's request, the appropriate department director or designee will review the Company's payment history and determine, at his or her discretion, if the security deposit will be returned. If it is determined that the Company has performed in accordance with the terms of the agreement, the department director will request in writing to the Records and Information Center the release of the security document. The contracting department will return the security document to the issuing institution with a copy of the transmittal to the Company, the PROPworks Specialist, Records and Information Center, and ERMS.

APPROVED: Michael Stephens DATE: 3/4/26

STANDARD PROCEDURE Aviation Authority	Number: S250.06 Effective: 05/31/02 Revised: 03/04/26 Page: 1 of 10
Subject: CONTRACTUAL INSURANCE TERMS AND CONDITIONS	

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

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

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

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

1. Cancellation Notice

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

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

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

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

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

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

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

The Certificate must:

a. Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;

b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";

c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;

d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;

e. Indicate that the Certificate has been issued in connection with the contract;

f. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and

g. Identify the name and address of the Certificate holder as:

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

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

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

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.

2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.

3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of ERMS or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the company should not be permitted, the Authority may, upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

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

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

H. Company's Insurance Primary:

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

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

I. Incident Notification:

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

J. Customer Claims, Issues, or Complaints:

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

The company will track all customer claims, issues, or complaints involving property damage, bodily injury, data theft, or an extortion threat and their status on a Claims Log available for review, as needed, by ERMS. The Claims Log should include a detailed report of the incident along with the response and/or resolution. ERMS has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Applicable Law:

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

L. Waiver of Subrogation:

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

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

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

1. Authority's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Company

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

a. Company to Remain Fully Liable

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

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

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

I.T. Services

INTERNET TECHNOLOGY

For more information about Tampa International Airport's VoIP Telephony and Data Services, contact:

Mark Peterson
Senior Manager of Enterprise Network Services,
Information Technology Services
Email: MPeterson@TampaAirport.com
P: (813) 801-6044

Shared Tenant Services Agreement

This Agreement is made as of , 20 , between the Hillsborough County Aviation Authority (Authority), a public body corporate existing under the laws of the State of Florida, and (Company), a/an conducting business at Tampa International Airport (TPA).

1. **Agreement**

The Authority agrees to deliver, install, rent and maintain telecommunications, data and wireless 802.11 systems, equipment and services to Company as set forth herein on Exhibit A, Service Order, as may be modified from time to time by the execution of supplemental Service Orders. These services may include voice connectivity throughout the premises as well as public switched telephone network access, long distance, data connectivity throughout the premises, and Internet access and wireless data connectivity. All services and/or equipment provided over the Premises Wiring Distribution System (PWDS) or through the Shared Tenant Services (STS) program are subject to the terms and conditions listed in this Agreement. Company agrees to abide by all provisions of the Shared Tenant Services and Premises Wiring Distribution System Operating Directive and the Information Security – Shared Tenant Services Operating Directive, Exhibits D and E, respectively, as amended from time to time.

2. **Exhibits**

The attached exhibits are a part of this Agreement:

Exhibit A	Service Order
Exhibit B	Authorized Agent
Exhibit C	Company Contact Information Sheet
Exhibit D	Shared Tenant Services and Premises Wiring Distribution System Operating Directive
Exhibit E	Information Security – Shared Tenant Services Operating Directive
Exhibit F	Company Acceptance

3. **Installation**

a. Authority will install the phone, data systems, and services (STS System) ordered by Company in the locations specified by Company on Exhibit A.

b. Authority will not be responsible for removal of any equipment from Company's existing telephone or data system.

c. Company is required to comply with the STS private Internet Protocol (IP) addressing scheme. Details and exceptions to this addressing scheme will be coordinated with the Authority's STS Representative.

d. Company is responsible for notifying and coordinating the termination of legacy telecommunication services.

4. **Force Majeure**

The Authority's performance under this Agreement will be excused to the extent and for the time compliance is beyond the Authority's reasonable control for reasons that include but are not limited to: strikes; work stoppage; fire; water; wind; acts of God; disruption in service for any cause; storms; lightning; delays by suppliers and subcontractors; delays of power company; delays of the local exchange company, interexchange carrier, or any other carrier; governmental action; or any Company nonperformance such as (i) non-payment or (ii) failure to execute Exhibit F, Company Acceptance.

5. **Term and Acceptance**

This Agreement will be effective upon execution by Company and Authority. The term of this Agreement shall commence on the date specified on Exhibit F as the commencement date and shall continue for one year. If Company is not in default under this Agreement, the Agreement will automatically renew for additional one-year periods, unless the Company exercises the 60 day cancellation requirement. Agreement renewals are subject to an annual pricing amendment. The Company shall be deemed to have accepted the STS System for all purposes of this Agreement, including the payment of charges and fees hereunder, with the Company's execution of Exhibit F hereto. The date of execution of Exhibit F will be the commencement date under this Agreement. The Company will execute Exhibit F upon the Authority's completion of installation and pre-operational testing and first connection of the equipment to the network in a manner permitting calls or data transmission to be made through the STS System.

6. **Rates and Charges**

a. Any changes to rates and charges reflected on Exhibit A attached hereto will be adjusted at each Agreement renewal date. Authority will provide Company notification of any change to rates and charges at least 60 days prior to the Agreement renewal date.

b. Additional fees may be applicable to monthly billings, including, but not limited to: Local, State, Federal, Florida Public Service Commission (FPSC), FCC, and all other government agency taxes, tariffs, and fees that are currently in place or that may be added or removed in the future.

c. The Company is responsible for all initial installation, configuration, and other service charges related to the PWDS and STS program. In addition, relocations requested by Company and other service modifications may result in additional charges for which Company is responsible. Labor may also be charged for service interruptions caused by Company or Company staff and other Company representatives in cases where the Terms and Conditions herein described and other regulations and operating directives regarding PWDS and STS usage are not followed.

d. Payment for all invoices is due fifteen (15) days from the invoice date. Delinquent payments may be subject to a service charge on the outstanding balance until paid and may result in the termination of service after 30 days.

e. Should Authority equipment or infrastructure be damaged, lost, or stolen while under the care of the Company, full reimbursement may be assessed including labor charges. The Company will return any Authority devices upon installation of replacement devices or service termination. Infrastructure includes, but is not limited to: cabling, conduit, telephones, station jack outlets, and Authority network devices.

f. The Authority retains ownership of all Authority or subcontractor installed infrastructure on Authority owned premises even after service has been disconnected.

g. Requests for disconnections on STS or PWDS circuits should be coordinated directly with the Authority via the Help Desk. There are no specific charges to disconnect STS or PWDS services; however, if the disconnection occurs within the initial term of the Agreement, the Company will be held responsible for STS charges until the end of the initial Agreement term. The Company will be required to contact any third party service provider used by Company to order disconnect service extended by the PWDS on-site.

h. Company shall pay all taxes of whatever character that may be levied or charged with regard to Company's utilization of the PWDS and/or STS System.

i. Authority may waive or reduce the rates and charges at any time in accordance with promotional or customer service initiatives.

7. **Cancellation**

a. After paying the first twelve (12) monthly payments under this Agreement, including twelve (12) months of payments for any additions, the Company may cancel this Agreement by giving sixty (60) days written notice to the Authority.

b. In the event the Authority cancels Company's underlying lease agreement, this Agreement will also be cancelled.

8. **Training**

Authority will periodically make available to employees of Company hands-on instruction and training in the use of the STS System.

9. **Maintenance and Standards of Service**

a. Authority will maintain the equipment and services ordered by Company in good repair and will provide the necessary parts and labor to maintain the STS System.

b. Authority will conduct scheduled routine system maintenance between the hours of 12:30 a.m. and 4:00 a.m. Forty-eight hours notice will be provided to Company prior to any scheduled routine system maintenance.

c. Company will report any equipment or system problems to the Authority's Help Desk.

d. Authority will respond to equipment or system problems during Help Desk operational hours within 30 minutes. Any after-hours support will be handled on a case-by-case basis.

e. Authority's duty to maintain the STS System excludes:

1) any service in connection with maintenance or repair of equipment caused by negligence, theft, unexplained loss or abuse;

2) installation of equipment, items, material or software by Company or third parties;

3) failures or changes resulting from local exchange company, local power company or from other transmission providers; and

4) repair or alteration of equipment or software by anyone other than Authority.

Repairs or replacement necessitated by any of the excepted causes reflected in subsections 1-4 above will be performed by Authority and invoiced to Company at the Authority's then prevailing rates.

f. Operational hours of the STS System and PWDS will be 24 hours a day, 7 days a week, 365 days a year, with the exception of scheduled maintenance. It is the responsibility of the Authority to maintain the staff and service contracts necessary to achieve the highest possible service availability for STS and PWDS.

g. Service availability is measured by "unanticipated downtime" which is defined as service unavailability due to system failure or configuration error under the responsibility of the Authority. It is the goal of the Authority to provide 99.5% system availability time. Planned outages for maintenance and upgrade purposes agreed to in advance will not be included in this calculation.

h. The total time of STS System and PWDS "unanticipated downtime" will be measured by the Authority over each calendar month. Incidents will be logged and tracked by the Authority and reports will be available to Company upon request.

i. All service, relocations, adds, and changes to the STS System and PWDS will be performed through the Authority during normal business hours. Company will not make any changes or modifications to hardware that is a part of the STS System or PWDS without the prior approval of the Authority and will pay for all costs associated in making any approved changes or modifications made for the exclusive benefit of Company. All requests for quotations, changes, modifications, or repairs will be made through the Authority's Help Desk. Under no circumstances will Company contact any vendor for the purpose of making changes, modifications, or repairs to the STS System or PWDS hardware or related services.

THIS AGREEMENT IS IN LIEU OF ANY WARRANTY OR OTHER OBLIGATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE AUTHORITY DISCLAIMS ANY WARRANTY TO PREVENT UNAUTHORIZED USE OF THE SYSTEM INCLUDING TOLL FRAUD.

10. **USE OF STS SYSTEM, ALTERATIONS AND INSPECTIONS**

a. Company will use the STS System solely for airport related business purposes. Company may only use the STS System at the location set forth in Exhibit A and only for the business purposes associated with that location. Company's use of the STS System will conform with all applicable Authority, federal, state and local laws and rules.

b. Authority will have the right to inspect the STS System at all reasonable times during Company's normal business hours.

c. Any additional equipment (fax machines, headsets, etc.) not identified on the Service Order and used on, or in connection with, the STS System will be acquired, installed and maintained by Company at Company's expense and risk. Notification to the Authority is required prior to said installation. Fees may be assessed by the Authority for installation assistance.

d. By using any services offered through the PWDS and STS System, Company grants the Authority permission to monitor voice or data traffic to ensure the proper functioning of all services and compliance with this Agreement or as required by law. Logging of calls will occur for billing purposes and to maintain the security and integrity of the network. Logging and storage of voice or data traffic will not take place, with the exception of phone calls involving the Authority Help Desk for the purposes of providing better support and customer service. The Company is responsible for advising all employees of this policy and obtaining their consent to be monitored and possibly recorded. Records of long distance calls will be maintained for billing purposes.

11. **INDEMNIFICATION AND LIABILITY**

To the fullest extent permitted by law, Company agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees, and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including but not limited to reasonable attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with Company's presence on or use or occupancy of the Airport; Company's acts, omissions, negligence, activities, or operations; Company's performance, non-performance or purported performance of this Agreement; or any breach by Company of the terms of this Agreement, or any such acts, omissions, negligence, activities or operations of Company's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company, that results in any bodily injury (including death) or any damage to any property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder.

In addition to the duty to indemnify and hold harmless, Company will have the duty to defend the Authority, its agents, employees, and officers, from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to reasonable attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of the ultimate liability of Company, Authority, and any indemnified party. The duty to defend arises immediately upon the presentation of a claim to Company.

Company recognizes the broad nature of these indemnification, hold harmless and duty to defend clauses, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement.

Company agrees and affirms that STS System and PWDS usage are provided on an "as-is" basis, without express or implied warranty of any kind. Company further agrees that it will not make or join any claim or action against the Authority, its employees, agents, or officers, for any injury, damage or breach of any law or regulation which may result directly or indirectly from Company's use of the STS System or the PWDS.

Company agrees that it will not seek damages, including, but not limited to, direct, special, consequential, incidental or punitive damages, including, without limitation, lost profits or fines or penalties paid or incurred, which may result in connection with the Company's use of the STS System or the PWDS for any reason, including negligence, strict liability, or intentional acts, even if the Authority has received prior notification of the possibility of such damages.

12. **RETURN OF SYSTEM**

Upon termination of this Agreement, excepting equipment covered under a renewal agreement, the Company will make the equipment available for removal which will be accomplished in a careful and reasonable fashion by the Authority. The equipment will be returned to the Authority in the same condition as originally installed, ordinary wear and tear excepted, or the Company will pay for the restoration of the equipment to such condition. The Authority will not be obligated to restore the premises to its original condition. If the Company does not return the equipment or make it available for removal by the Authority, then in addition to the remedies in this Agreement, the Authority has available to it all other remedies available at law or in equity. All obligations of the Company under this Agreement will remain in full force and effect until the equipment is returned to the Authority.

Any non-Authority owned equipment abandoned by Company will become the property of the Authority.

13. **DEFAULT AND TERMINATION**

a. Events of Default

The following events shall be deemed events of default by Company.

1) The failure or omission by Company to perform its obligations under this Agreement or the breach of any term, condition or covenant required herein.

2) The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement or by any other agreement between the Authority and Company, and Company's failure to discontinue that business or those acts within 30 days of receipt by Company of Authority's written notice to cease said business or acts.

3) The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

4) The insolvency of Company; or if Company shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.

5) Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

b. Authority's Remedies

In the event of any of the foregoing events of default, and following 30 days notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law:

1) Terminate Company's rights under Agreement and Company shall remain liable for all payments due or other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of Agreement; or

2) Treat Agreement as remaining in existence, cure Company's default by performing or paying the obligation which Company has breached, and all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default shall become immediately due and payable. Authority reserves the right to charge Company interest thereon from the date such fees or charges became due to the date of payment, at the Federal Reserve Bank of New York prime rate in effect on the date the fees or charges became due plus four percent (FRBNY prime +4%) or twelve percent (12%) per annum, whichever is greater, to the maximum extent permitted by law; or

3) Declare this Agreement to be terminated, ended, null and void.

c. Continuing Responsibilities of Company

1) Notwithstanding the occurrence of any event of default, Company shall remain liable to Authority for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless Authority elects to cancel this Agreement, Company shall remain liable for and promptly pay any and all payments accruing hereunder until termination of this Agreement as set forth in this Agreement or until this Agreement is canceled by Company pursuant to Section 7.

2) No pursuit of any remedy herein provided constitutes a forfeiture or waiver of any payments or other moneys due to Authority hereunder, or of any damages accruing to Authority by reason of the violation of any of the terms, provisions, and covenants herein contained. Authority's acceptance of payments or other moneys following any event of default hereunder shall not be construed as Authority's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by Authority to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any such remedy.

d. Company's Remedies

Upon providing written notice to the Authority, Company may terminate this Agreement and all of its obligations hereunder if Company is not in default in the payment of any payments or other charges to Authority, and only upon or after the inability of Company to use the contracted STS services for seven consecutive days as a result of actions by the Authority or other governmental authority.

14. **APPLICABLE LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Hillsborough County, Florida.

15. **ASSIGNMENT**

The Company will not assign this Agreement without the Authority's written consent. No assignment or transfer of any sort will relieve the Company of its obligations hereunder.

16. **COMPANY AUTHORIZED AGENTS**

a. Company authorized agents are to be assigned and documented on Exhibit B of this Agreement to act as representatives for the Company when communicating with the Authority on matters relating to the PWDS and STS System. All formal Authority communications will take place with the Company authorized agents.

b. Only the designated Company authorized agents may order changes to existing services, order new services, or request cancellations.

c. Company authorized agents will be the only individuals who may request access to Authority communications rooms, though they may designate other individuals to enter upon identification being reviewed and with the presence of an Authority representative.

d. Company is required to ensure that the list of Company authorized agents on file with the Authority is current.

17. **NOTICES**

All Notices, demands and other communications regarding this Agreement will be transmitted in writing by hand delivery or by United States Mail, addressed to such party set forth below or at such other address as may be subsequently submitted by written notice by either party. Notice given pursuant to this Section 17 will be deemed effective four (4) days after the date it is mailed or upon receipt, whichever is earlier.

For the Authority:

Manager, Shared Tenant Services
Hillsborough County Aviation Authority
P. O. Box 22287
Tampa, FL 33622

For the Company:

HILLSBOROUGH COUNTY AVIATION AUTHORITY	**COMPANY**
Signature:	**Signature:**
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Tenant	Rate
Voice Over IP Service with DID	$ 17.40
Cisco 7841 4-Line Display Phone – Instrument	$ 5.12
Cisco 7821 2-Line Display Phone – Instrument	$ 3.60
Cisco 3905 Single Line Phone - Instrument	$ 2.36
Cisco 6901 Basic Single Line Phone Instrument	$ 0.53
Cisco 8831 Conference Phone Instrument	$ 19.08
Expansion Module	$ 5.62
Analog Circuit with DID	$ 17.40
IP Credit Card Circuit (Requires a VoIP Phone & Line)	$ 3.15
Auto Attendant, Single Layer	$ [illegible]
Auto Attendant, Each Additional Layer	$ 19.95
Long Distance - Interstate	$ 0.027
Long Distance - Intrastate (Ask about no-charge extended local calling area)	$ [illegible]
Long Distance - International	Inquire
Dedicated Internet Bandwidth, 256k (Includes 1 Port Charge)	$ 40.95
Dedicated Internet Bandwidth, 512k (Includes 1 Port Charge)	64.05
Dedicated Internet Bandwidth, 768k (Includes 1 Port Charge)	$ [illegible]
Dedicated Internet Bandwidth, 1 Mbps (Includes 1 Port Charge)	$ 111.30
Dedicated Internet Bandwidth, 1.5 Mbps (T1 Equivalent) (Includes 1 Port Charge)	$ 158.55
Dedicated Internet Bandwidth, 3.0 Mbps (Includes 1 Port Charge)	$ 300.30
Dedicated Internet Bandwidth, 4.5 Mbps (Includes 1 Port Charge)	$ 442.05
Dedicated Internet Bandwidth, 6.0 Mbps (Includes 1 Port Charge)	$ 583.80
Dedicated Internet Bandwidth, 10 Mbps (Includes 1 Port Charge)	$ 693.00
Dedicated Internet Bandwidth, 20 Mbps (Includes 1 Port Charge)	$ 834.75
Dedicated Internet Bandwidth, 30 Mbps (Includes 1 Port Charge)	$ 1,359.75
Dedicated Internet Bandwidth, 40 Mbps (Includes 1 Port Charge)	$ 1,722.00
Dedicated Internet Bandwidth, 50 Mbps (Includes 1 Port Charge)	$ 2,063.25
Port Charge, Month	$ 16.80
Additional Public IP Addr[illegible]	$ 21.00
vLAN, Point to Point within the Campus, Month	$ 31.50
WiFi / WAP, Month	$ 31.50
SSID, Month	$ 52.50
VLAN Initial Setup, Hourly	$ 61.00
VLAN Port Setup, Hourly	$ 34.00
Dark Fiber per strand per 0-1000 ft. continuous segment including 2 terminations	$ 27.71
Dark Fiber per strand per 0-2000 ft. continuous segment including 2 terminations	$ 30.53
Dark Fiber per strand per 0-3000 ft. continuous segment including 2 terminations	$ 33.37
Dark Fiber per strand per 0-4000 ft. continuous segment including 2 terminations	$ 36.19
Electronic Visual Information Display System (Flight Information) First Monitor	$ 105.00
Electronic Visual Information Display System (Flight Information) Second Monitor	$ 52.50
Moves, Adds, Changes; Hourly	$ 59.00

Tampa International Airport

Service Order

This Service Order (SO) is submitted by (Company) under the Shared Tenant Services (STS) Agreement between Hillsborough County Aviation Authority (Authority) and Company, entered into on . Company requests installation, moves, adds or changes (MAC) to the STS telephone and data services described below, at the rates established in the current Schedule of Fees. The applicable charges payable by Company for labor and additional services requested through this SO are set forth below. By its approval as indicated on Page 2 of this SO, the Authority accepts this SO.

Qty.	Service or MAC Description	Price Each	Installation Charges	Total Price
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00
	Total (Estimated) Per Month, plus taxes and fees	**$ 0.00**	**$ 0.00**	**$ 0.00**

Comments and Special Services Summary:

Unless otherwise indicated in this SO, the Company orders the STS telephone, data services and cabling to be provided by the Authority during the initial STS implementation. It does not include any additional products or cabling components that may be required for changes requested by the tenant beyond the initial implementation.

Telephone Options

Do you want the Authority to be your Long Distance provider? ☐ Yes ☐ No ☐ N/A

"No" indicates local calling only.

Wide open, domestic and International without using a PIN code? ☐ Yes ☐ No ☐ N/A

Restrict to domestic long distance only (no international)? ☐ Yes ☐ No ☐ N/A

Require PIN code to complete a long distance call? ☐ Yes ☐ No ☐ N/A

Do you want access to Directory Assistance (toll charge per call)? ☐ Yes ☐ No ☐ N/A

Do you want any of your phone numbers to appear in the Verizon white pages at $3.15 per month, per line?

☐ Yes ☐ No ☐ N/A Enter Phone Number(s): , , ,

Port Security Options

Do you want to enable port security? ☐ Yes ☐ No ☐ N/A

With the Port Security feature, our network ports will remember the network connection from a specific device and only allow that connected device to communicate on that port. If any other device tries to communicate through the port, port security will restrict all network access for that specific port until the original device is plugged back in. This mostly benefits customers requiring high physical security or customers operating in a public area where you don't want just anyone to be able to plug in and use your internet access.

Tampa International Airport

Deliverable Options

Accept	Decline	Services
☐	☐	Cisco 7945G – 2 Line Color Display with 1 DID
☐	☐	Cisco 7965G – 6 Line Color Display with 1 DID
☐	☐	Cisco 7965G – 6 Line Color Display with Expansion Module
☐	☐	Cisco 7937G Conference Phone with 1 DID
☐	☐	Additional Phone Line, Each (DID) No Instrument
☐	☐	Additional Instrument
☐	☐	Analog Circuit
☐	☐	White Pages - 411 Listing
☐	☐	Long Distance - Interstate
☐	☐	Long Distance - Intrastate
☐	☐	Long Distance - International
☐	☐	Dedicated Internet Bandwidth, 256k [illegible]udes [illegible]rt Cha[illegible]
☐	☐	Dedicated Internet Bandwidth, 51[illegible] (Includes 1 [illegible]t Charge)
☐	☐	Dedicated Internet Bandwidth, [illegible]k (Includes 1 [illegible]rt Charge)
☐	☐	Dedicated Internet Bandwidth, 1 [illegible] (Incl[illegible] 1 Port Charge)
☐	☐	Dedicated Internet Band[illegible], 1.5 M[illegible] Equivalent) (Includes 1 Port Charge)
☐	☐	Dedicated Internet Band[illegible]3.0 Mbps [illegible]x2 Equivalent) (Includes 1 Port Charge)
☐	☐	Dedicated Internet Bandw[illegible]h, [illegible] Mbps (T[illegible] Equivalent) (Includes 1 Port Charge)
☐	☐	Dedicated Internet Bandwid[illegible] 6.0 [illegible]ps (T1x3 [illegible]uivalent) (Includes 1 Port Charge)
☐	☐	Shared Inte[illegible] Bandwidth, 1[illegible] Mbbs [illegible]udes 1 Port Charge)
☐	☐	Shared Inte[illegible]width, 20[illegible]bbs (Inc[illegible]es 1 Port Charge)
☐	☐	Port Charge, M[illegible]h
☐	☐	vLAN, Point to Po[illegible] within th[illegible]us, Month
☐	☐	[illegible]i / WAP, Month
☐	☐	[illegible]D, [illegible]
☐	☐	V[illegible]N Initia[illegible] Hourly
☐	☐	VL[illegible] Port [illegible]up, [illegible]
☐	☐	Dar[illegible] per strand per 1000 feet
☐	☐	Fiber [illegible]minations
☐	☐	Electro[illegible] Visual Information Display System (Flight Information) First Monitor
☐	☐	[illegible]tron[illegible]isual Information Display System (Flight Information) Second Monitor
☐	☐	O[illegible]r

Authorized Signature:

Company: ______

Printed Name   Signature   Date

I hereby warrant that I am authorized to act on Company's behalf, and that pursuant to such authority, I am authorized to execute this Service Order.

Approved by:

Authority: Damian Brooke

Printed Name   Signature   Date

Tampa International Airport

Authorized Agent

1. Company will designate an authorized agent(s) (hereinafter referred to as "Agent") who will have the authority to act on behalf of Company for the purpose of approving installations, moves, adds, changes (MAC's) and disconnects associated with the Authority's Shared Tenant Services System.

2. Company will notify the Authority in writing at least 30 days prior to any changes to Company's Agent.

3. In the event Company designates multiple Agents, Company will be responsible for the actions of the Agents as individuals and collectively.

4. Company has designated ______ as Company's Agent(s).

Authorized Signature:

Company: ______ ______________________ __________

Printed Name | Signature | Date

TAMPA INTERNATIONAL AIRPORT COMPANY CONTACT INFORMATION SHEET FOR SHARED TENANT SERVICES	Form completed by: _______________ Company or HCAA Representative Date: _______________ Phone: _______________

COMPANY NAME

____
MAIN LOCAL CONTACT

____
ADDRESS

____
CITY STATE ZIP

_______________ _______________
PHONE NUMBER FAX NUMBER

____
EMAIL

____
BILLING CONTACT

____
ADDRESS

____
CITY STATE ZIP

_______________ _______________
PHONE NUMBER FAX NUMBER

____
EMAIL

____
LEGAL CONTACT

____
ADDRESS

____
CITY STATE ZIP

_______________ _______________
PHONE NUMBER FAX NUMBER

____
EMAIL

SAMPLE

Please return form to. Mark Peterson, Hillsborough County Aviation Authority, P.O. Box 22287, Tampa FL 33622
Phone: (813) 801-6044 Fax: (813) 870-7854 Email: MPeterson@TampaAirport.com

OPERATING DIRECTIVE	Number: D271.00.01
	Effective: 05/05/10
Aviation Authority	Revised: 03/04/20, 02/25/25
Subject: Information Security – Shared Tenant Services	

PURPOSE: To identify information security responsibilities of Authority tenants who participate in the Shared Tenant Services (STS) program, their employees and third parties who act on their behalf.

GENERAL: Although the Authority is concerned with the protection of STS network communications, the Authority does not take responsibility for the security of information transmitted over the STS network and the Authority does not assume any responsibility to monitor or police STS network activities.

PROCEDURE:

A. The Authority will provide technology support for STS.

B. The Authority reserves the right to monitor and log activity on its network.

C. The Authority does not assume responsibility for the security of voice or data communications, both internal and external, to Tampa International Airport (the Airport) over the Premises Wiring Distribution System (cabling) or through STS. The tenant assumes full responsibility for the security of its data that traverses any part of the cabling. The cabling exists purely as a means to transport data between devices. The tenant is to use voice and data services responsibly and in a manner that is not disruptive to other voice or data service users. All communications are to be of a lawful nature and germane to the business that the tenant conducts requiring a presence at the Airport. The Authority reserves the right to suspend and/or cancel service to the tenant if the tenant is found or is suspected to be engaged in behavior that adversely affects the Authority, Authority tenants and/or other STS users. Such behavior includes, but is not limited to:

   1. Attacking or attempting to gain unauthorized access to servers and services that belong to the Authority, its customers, or its business partners (i.e., computer hacking).

   2. Behavior that adversely affects the Authority network or other tenants participating in STS access to the Authority network.

3. Performing any activity that could cause the loss, corruption of, or prevention of rightful access to data or degradation of the network performance.

4. The use of materials that contain any malware or other computer programming routines that may damage, interfere with, intercept or expropriate any network or data, including personal information and credit card information.

5. Any illegal activity as defined by federal, state and local laws and regulations, or content that may be damaging to any Authority infrastructure or to tenants participating in STS.

6. Conducting unauthorized business activities such as, but not limited to, running a spam server or gambling site.

7. Attempts to modify or remove Authority equipment, software, or peripherals without proper authorization.

8. Infringement on any copyright, trademark, patent, or other intellectual property.

9. Attempts to subvert the security of any Authority network or other network or network resources such as, but not limited to, network scanning, password cracking, or security hole scanning.

10. Use of another tenant's or Authority employee's access for any reason unless explicitly authorized.

11. Unauthorized access of any kind to any network device, server, or other tenant's site information.

12. Forging by any method in order to gain access or disrupt service to the Authority or any other tenant participating in STS.

If inappropriate activity is detected by the Authority, all accounts of the tenant in question may be deactivated until an investigation is complete. Prior notification of deactivation to the tenant being investigated is not assured.

APPROVED: Michael Stephens DATE: 02/25/25

OPERATING DIRECTIVE	Number: D342.00.05
	Effective: 11/01/87
Aviation Authority	Revised: 06/30/22
	Page: 1 of 7
SUBJECT: Utilization of Authority Controlled Gates, Hardstands, Ticket Counter, and Related Facilities On A Per Use Basis	

PURPOSE: To establish procedures for airlines and airline service companies to request and utilize the Authority's controlled aircraft gates, hardstands, ticket counters, and related facilities on a per-use basis.

PROCEDURES:

A. Facilities:

The Authority makes available the gates, hardstands, ticket counters, and related facilities according to needs and at the discretion of the Authority.

1. Facilities for new entrant and scheduled flights are assigned by the Real Estate Department in coordination with Airport Operations.

2. Facilities for non-scheduled flights and daily overflow and additional needs of scheduled carriers are assigned by Terminal Operations.

For daily unscheduled gate and ticket counter requests, air carriers or their designee should contact Airport Operations at (813) 870-8770 for per-use coordination.

B. Fees:

The fees associated with the use of Authority aircraft gates, hardstands, ticket counters, and related facilities are delineated in Standard Procedure S800.02 and may be adjusted from time to time in order to cover the Authority's cost to provide such facilities.

C. Request and Assignment of Gates:

1. All advance gate scheduling requests must comply with the following guidelines:

   a. Be submitted in writing via electronic mail to Terminal Operations.
   b. All air carriers should submit their flight schedule for the following month by the 15th of each month.

c. Schedule requests should highlight the number of Authority gates and hardstands that will be needed.

d. Once all schedules are received, Terminal Operations will review needs and assign per-use gates or hardstands based on the following factors:

   i. Arrival time.

   ii. Departure time next morning.

   iii. Red Eye arrivals.

   iv. Time between first and last morning departure.

   v. Once an air carrier receives approval from Terminal Operations on per-use gate assignments, the air carrier will be responsible for submitting their reservations into AeroCloud for the following month.

   vi. Day of operational impacts will be handled on a case-by-case basis and availability of resources at the discretion of Terminal Operations.

e. Amended requests for gate scheduling will be submitted in writing by the requesting air carrier to Terminal Operations via electronic mail.

f. The Authority has the final discretion on all per-use gates and hardstand assignments.

2. Conditional authorization is assumed to be granted unless otherwise notified by Terminal Operations, and is conditioned upon the occurrence of no unforeseen circumstance that would prohibit the requesting air carrier's use, such as the facility being out of service or a change in the requesting air carrier's flight arrival time creating a conflict with another previously scheduled flight. A flight with higher priority may also supersede conditional authorization up until the day of the flight.

   If a change is necessary after conditional authorization is granted, Terminal Operations will notify the affected air carrier in a timely manner.

3. Unscheduled requests for Authority gates or hardstand parking positions received on the day of a particular flight will be handled in accordance with the following guidelines:

   a. Availability of facilities, resources, and other gates.
   b. Order of assigned priorities as specified in paragraph C(4) below.
   c. Operational limitations or restrictions due to inclement weather, Irregular Operations (IROP) events, construction activities, airport emergencies, etc.
   d. Time of operation.
   e. Review, discretion, and approval of request by Terminal Operations in accordance with paragraph C(1)d above and other mitigating factors.
   f. The air carrier assigned a gate or hardstand position is responsible for updating AeroCloud.

4. To maximize efficient utilization of facilities when facility demand exceeds capacity, the following will apply in order of priority:

   a. International flights requiring Federal Inspection Services (FIS) facilities.
   b. International flights (wide body aircraft).
   c. International flights not requiring FIS facilities.
   d. Domestic flights.
   e. Flights not requiring use of a loading bridge.

5. Late arriving aircraft that conflict with a scheduled flight may be required to do the following:

   a. Utilize another gate.
   b. Wait until the gate is available.
   c. Deplane passengers and relocate to another gate.

   In the event two scheduled flights arrive late, that flight that is closest to its scheduled time will generally have priority. However, Terminal Operations will make the final determination concerning such conflicts and will endeavor to do so in a reasonable, consistent manner that will best serve the interests of all parties involved.

If facility demand exceeds capacity, the Authority may at its sole discretion arrange for the use of gates, hardstands, and facilities controlled by other airlines or authorize requesting air carriers to make their own arrangements with another signatory airline.

D. Passenger Loading Bridges, Ground Power Units, and Preconditioned Air:

No person will be permitted to operate loading bridges, ground power units, or cabin air units without proper, advance training. Prior to initial operations, air carriers will request training through the Airport Maintenance Department by calling (813) 870-8740. Thereafter, it will be the responsibility of each airline and company to train its own personnel in the use of such equipment, and, upon request by the Authority, promptly submit written proof of the successful completion of such training for all personnel who operate the equipment. Use of such equipment must also comply with criteria outlined in the TPA Ground Operations Manual (GOM).

E. Aprons and Positioning of Ground Service Equipment (GSE):

1. The use of the gates, hardstands, and apron area will be in common with all other authorized users. The parking of aircraft and associated ground equipment will be in a manner that will not impede gate utilization, common access, or egress routes.

2. Unless otherwise authorized in writing by the Authority, GSE owned or used by any company will only be permitted on the apron for active use or servicing of the aircraft while positioned on the gate and hardstand. Positioning of such equipment must not interfere with adjacent gates or other airline operations and must be removed from the gate area immediately after use.

3. New entrant ground equipment parking assignments must be requested through the Real Estate Department in conjunction with Terminal Operations.

F. Request and Assignment of Ticket Counter:

The per use ticket counter, associated conveyer system, and baggage make-up area will be made available on a per-use basis by request to the Vice President of Real Estate to those airlines and airline service companies that are authorized to operate at the Airport by the Authority.

The ticket counter positions are generally allotted as follows:

1. Four common use positions for narrow body aircraft.
2. Eight common use for wide body aircraft.

The use of the Authority's per-use ticket counter will be on a non-exclusive basis. Users will have access to the ticket counter for a reasonable amount of time necessary to check-in passengers for the requested flight.

When facility demand exceeds capacity, the following will apply in order of priority:

1. Wide body International Passenger Check-in.
2. Narrow body International Passenger Check-in.
3. Domestic Passenger Check-in.

Unless prior permission is obtained from the Authority, all airlines and airline service company equipment, supplies, and materials must be removed from the facility at the completion of the flight operation.

G. Keys:

Air carriers and airline service companies having been approved to use the Authority's facilities may request keys to these facilities through the Real Estate Department, who will complete a maintenance work order request.

H. Telephones:

The Authority has installed common use telephones at the hold room podiums. The telephones are restricted to local calls and are to be used for business purposes only.

I. Security:

The user of the Authority's controlled gates and related facilities is responsible for complying with Transportation Security Administration Regulations and the Airport Security Program, as mandated by the Airport Security Plan. Any compliance failures resulting in a fine shall be the responsibility of the air carrier utilizing the facilities.

J. Maintenance of Facilities:

Users are responsible for utilizing the facilities in a safe, sanitary, and responsible manner, and will remove all foreign object debris (FOD) from the aircraft aprons after each use. Users will promptly report malfunctions or damage to the Authority and provide reimbursement to the Authority for the repair and replacement of any damaged property caused by the improper use or neglect of the facilities. All maintenance discrepancies will be immediately reported to the Authority's Maintenance Department or the Airport Operations Center (AOC) at (813) 870-8770.

K. Coordination and Use of Federal Inspection Services (FIS) Facilities

Airlines are responsible for contacting U.S. Customs and Border Protection (CBP) for approval to conduct international flights. Access to the FIS area must be approved by CBP and will be coordinated with Terminal Operations.

L. Reports:

In the monthly activity report, airlines and airline service companies utilizing Authority's controlled facilities will be required to report facility usage to the Finance Department. The Finance Department will invoice the airlines on a monthly basis for the use of the facilities. Airlines will pay such invoice within ten days after receipt of such invoice.

M. Coordination and Use of the International Club Room:

The International Club Room located at Airside F will be made available on a per-use basis to those airlines and airline service companies that are authorized to operate at the Airport by the Authority. Preference will be given to international carriers on a per-use basis by request to the Vice President of Real Estate.

The use of the International Club Room will be non-exclusive. Users will have access to the International Club Room on a per-use basis at a fixed charge for the first four-hour rental period with additional usage charged per hour.

Users will be responsible for providing all food, beverages, other consumables, glassware, and supplies necessary in preparing the International Club Room prior to use and for clean-up after use. The Authority will provide basic janitorial service and facility maintenance. Users are responsible for utilizing the facilities in a safe, sanitary, and responsible manner. Users will promptly report maintenance issues or damage to the Authority, and will reimburse the Authority for the repair and replacement of any damaged property caused by the improper use or neglect of the facilities.