

Each Occurrence	\$10,000,000
Products and Completed Operations Aggregate	\$10,000,000

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	\$10,000,000
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D. Property Insurance – Contents

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

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 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, 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 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 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 is posted on the Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources.

ARTICLE 18

SECURITY FOR PAYMENT

18.01 Payment Security Requirements

A. Unless the 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, the Company will provide the 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 the 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. 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, the 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

days prior to cancellation, the 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 a default under this Agreement, or the Authority deems itself insecure based upon a change in Company's financial standing, the Authority, by written notice to Company, may impose or re-impose the requirements of this Section 18.01 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.
- D. If Company fails to obtain and keep in force the Payment Security required hereunder, such failure will be grounds for immediate termination of this Agreement. Authority's rights under this Article will be in addition to all other rights and remedies provided to Authority under this Agreement.

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 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 of this Article are so extensive as to render all or a significant portion of the 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 Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Premises untenable, and the 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 said Premises. In the event Authority elects not to repair, replace, and reconstruct said 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 of this Article, the portion of Rents (except Customized Improvements Rents) attributable to untenable Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Premises can be re-occupied. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed as a result of the act or omission of 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 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. Authority will not be responsible to Company for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises 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 and Basic Agreement. 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 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 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 after 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 Stormwater. 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 Environmental Inspection at End of Agreement Term.

- 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, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), 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. Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement for purposes of substantiating payments or compliance. If the records are maintained at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article. Company shall allow Auditors to photocopy any records the Auditors determine to be necessary to conduct and support the engagement. Company shall not charge Authority for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format.

Company agrees to deliver or provide access to all records requested by Authority auditors within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree that Authority may assess liquidated damages in the amount of one hundred dollars (\$100.00), in addition to all other contractual financial requirements, for each item in a records request, per calendar day, for each time Company is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Authority retains its rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

Auditors have the right during the engagement to interview 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 Article 7.04.

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

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

ARTICLE 25
NON-DISCRIMINATION

- 25.01 These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:
- A. Terminate this Agreement;
 - B. Seek suspension/debarment of the Company; or
 - C. Take any other action determined to be appropriate by Authority or the FAA.
- 25.02 Civil Rights – General – 49 USC § 47123. The Company agrees to observe and comply with those requirements of the FAA set forth in Exhibit D, Federal Aviation Administration Required Provisions, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

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

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

SAMPLE

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

Authority will have the right to enter the Premises for the purpose of periodic inspection of the Premises from the standpoint of safety and health, and monitoring of the 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 (as defined in the Basic Agreement), reasonable under the circumstances (which may be oral), of any entry onto the Premises.

ARTICLE 29
RIGHT OF FLIGHT

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

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

ARTICLE 30
GOVERNMENT INCLUSION

30.01 Subordination to Federal Agreements

This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which the Authority acquired the land or improvements thereon constituting the Airport. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Authority and the United States of America, or any of its agencies, relative to the operation and maintenance of the Airport, the terms and execution of which have been, or may be, required as a condition precedent to the expenditure or reimbursement to the Authority of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity (Grant Assurances). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

30.02 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.

30.03 Security

The Company and its 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 the Company or the Authority by the FAA or TSA. If the 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 the Authority, then, in addition to any other terms of this Agreement, the 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 the 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 Premises or Common Use Areas.

31.02 Removal

Upon the expiration or termination of Agreement, Company will remove, obliterate or paint out, as Authority may direct, any and all signs and advertising on the Premises and Common Use Areas and, in connection therewith, will restore the portion of the Premises and Common Use Areas affected by such signs or advertising to substantially the same conditions as existed at the commencement of the Term or as approved by Authority. In the event of failure on the part of Company to remove, obliterate, or paint out each and every sign or advertising and restore the Premises and 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 or sublease this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion 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. If a sublease is approved, Company will be solely responsible for ensuring that its sublessee performs pursuant to and in compliance with the terms of this Agreement.

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

Before any assignment or sublease becomes effective, the assignee or sublessee will assume and agree by written instruments in form and substance satisfactory to Authority to be bound by the terms and conditions of this Agreement during the remainder of the Term.

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 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 PREMISES

Company will surrender up and deliver the Premises to Authority upon the conclusion of the Term in the same condition as existed at the commencement of the Term or earlier termination of this Agreement, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Premises and 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 Premises or Common Use Areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Premises or Common Use Areas without written approval of Authority.

ARTICLE 36
PERSONAL PROPERTY

Any personal property of Company or others placed in the Premises, Common Use Areas, or Airport will be at the sole risk of Company, and Authority will not be liable for any loss or damage thereto, irrespective

of the cause of such loss or damage, and Company hereby waives all rights of subrogation against or recovery from Authority for such loss or damage unless such damage or loss is the result of negligence or activity on the Premises 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.

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 days after depositing such notice or communication in a postal receptacle, or one day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

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

TO Company:
(MAIL DELIVERY)

Or
(HAND DELIVERY)
Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter One
Suite 500
Tampa, Florida 33607
Attn: Chief Executive Officer

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.

ARTICLE 42
SUBORDINATION TO TRUST AGREEMENT

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

- B. The Authority shall notify the Company in advance of any proposed amendments or supplements to the Trust Agreements 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), the 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 Premises, if the act or failure to act may cause, in the sole judgment of the Authority, the Authority to be in noncompliance with the provisions of the Code, nor may the 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 the Company may not elect to take depreciation on any portion of the 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 Premises are located, 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, the Company's obligation to pay rent will cease; however, Company must still pay Customized Improvements Rent as set forth in Article 7 of this Agreement, and 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, 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 > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

ARTICLE 45

RELATIONSHIP OF THE PARTIES

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

ARTICLE 46

COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

- A. Keep and maintain public records required by Authority in order to perform the services contemplated by this Agreement.
- B. Upon request from Authority's 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. 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 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 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 the Company and the Authority.

ARTICLE 52
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:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

Signature of Notary Public – State of Florida

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

[COMPANY]

Signed in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

By: _____

Title: _____

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)

Exhibit D

Federal Aviation Administration Required Provisions

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

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

B. Civil Rights – Title VI Assurances – Compliance With Nondiscrimination Requirements.

1. Compliance with Regulations: Each Company operating at the Airport (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: Each Company, with regard to the work performed by it during the period it operates at the Airport, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by a Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, the 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.
 5. Sanctions for Noncompliance: In the event of a Company's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Company under the Resolution, Basic Agreement, or this Agreement until the Company complies; and/or
 - b. Cancelling, terminating, or suspending the Company's rights under the Resolution, Basic Agreement, or this Agreement, in whole or in part.
 6. Incorporation of Provisions: Each Company must include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Each Company will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if a Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, a Company may request the United States to enter into the litigation to protect the interests of the United States.
- C. Civil Rights – Title VI Clauses for Use/Access to Real Property.
1. Each Company for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground 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 the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that such Company will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities in Paragraph D below.

2. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the Company's rights under this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, each Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company’s programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 USC 1681 et seq).