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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  
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 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 C**, 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 Company transfers its obligation to another, the transferee is obligated in the same manner as Company.

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

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 to Federal Agreements. This Agreement is subject and subordinate to all the terms and conditions of any instruments and documents under which 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 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 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, 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 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

The 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 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 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.

## 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 > Learn about TPA > Airport Business > Other Business Links – Radon Gas and Other Property Conditions.

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 therefor.

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](mailto: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  
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]

SAMPLE

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

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

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

Signed, sealed, and delivered  
in the presence of:

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

LEGAL FORM APPROVED:

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

By: \_\_\_\_\_  
David Scott Knight  
Assistant General Counsel

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

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

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

\_\_\_\_\_  
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)