

**TAMPA INTERNATIONAL AIRPORT  
AIRLINE RATES, FEES AND CHARGES  
RESOLUTION**

**FOR THE USE OF**

**TAMPA INTERNATIONAL AIRPORT  
TAMPA, FLORIDA**

**ADOPTED**

**BY**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**Board Date: September 3, 2020**

Prepared by:

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

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SAMPLE

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**TAMPA INTERNATIONAL AIRPORT AIRLINE RATES, FEES AND CHARGES RESOLUTION**

It is hereby RESOLVED by the Members of the Board of the Hillsborough County Aviation Authority, Tampa, Florida, with capitalized terms having the meaning set forth in Article 5 of this Resolution, as follows:

**ARTICLE 1**

**CITATION**

This Resolution may be cited as the “Tampa International Airport Airline Rates, Fees and Charges Resolution” or “Resolution”.

**ARTICLE 2**

**FINDINGS**

The Hillsborough County Aviation Authority hereby finds and determines as follows:

- 2.1 The Authority was created by Chapter 2012-234, Laws of Florida and exists as an independent special district according thereto.
- 2.2 The Act provides that the Legislature finds and declares that the proper operation of the publicly owned or operated airports in Hillsborough County is essential to the welfare of the people of the Tampa Bay area, the State of Florida and its people, and such operation is a governmental function.
- 2.3 Among the powers granted to the Authority under the Act are the power to exclusively control, supervise, and manage all airports in Hillsborough County except any airport owned, controlled, or operated by a private person; adopt an annual budget; assess against and collect from the owner or operator of each airplane using any Authority facility a landing fee or service charge sufficient to cover the cost of the service furnished to airplanes using any such facility, which cost may include the liquidation of bonds or other indebtedness for construction and improvement; to fix, alter, charge, establish, and collect rates, fees, rentals, and other charges, for the services of Authority facilities at reasonable and uniform rates; and to transact the business of the Authority and exercise all powers

necessarily incidental to the exercise of the general and special powers granted in the Act and under any other law.

- 2.4 The Authority has the ownership, custody, control, and management of Tampa International Airport, located in Hillsborough County, State of Florida.
- 2.5 The Authority is obligated under Federal law to maintain an airport user fee and rental structure that, given the conditions at the Airport, makes the Airport as financially self-sustaining as possible.
- 2.6 The Authority is further obligated under Federal law to establish an airport user fee structure that is fair and reasonable to all aeronautical users and that is not unjustly discriminatory.
- 2.7 The Authority and various Air Carriers operating an Air Transportation Business at the Airport entered into an Airline-Airport Use and Lease Agreement (the “**Existing Agreement**”) and the Existing Agreement expires on September 30, 2020.
- 2.8 The Authority and the Air Carriers that are parties to the Existing Agreement have been engaged in extended, detailed and good faith negotiations with respect to the terms and conditions of a new agreement, including without limitation the methodology for the calculation of rates, fees, rentals, and other charges for use by such Air Carriers of the facilities and services at the Airport.
- 2.9 Extensive documentation and other information has been shared with such Air Carriers regarding the need to modify the rate-setting methodology that has existed under the Existing Agreement with respect to what has generally been referred to as a “cost-recovery” methodology as it pertains to Airline Supported Areas.
- 2.10 Due, in part, to the COVID-19 pandemic and its impact on travel, the Authority and the Air Carriers operating at the Airport have not been able to complete negotiation of a new agreement to replace the Existing Agreement.

### ARTICLE 3

#### PURPOSE AND SCOPE

- 3.1 The Authority finds and determines that it is in the public interest to establish a schedule of airline rates, fees, and charges pursuant to this Resolution.
- 3.2 This Resolution shall be applicable to all Air Carriers utilizing the Airport.

ARTICLE 4  
EFFECTIVE DATE

This Tampa International Airport Airline Rates, Fees and Charges Resolution shall take effect on the 1st day of October, 2020.

ARTICLE 5  
DEFINITIONS

- 5.1 The following words, terms, and phrases wherever used in this Resolution shall have the following meanings:

Act shall mean Chapter 2012-234, Laws of Florida, as amended and supplemented from time to time.

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

Administrative Cost Center shall mean and include all direct and indirect Costs for all administrative functions of the Airport System. The Administrative Cost Center's Costs shall be allocated to the Cost Centers and Cost and Revenue Centers of the Airport System based on the proportion of direct Costs allocated to each Cost and Revenue Center compared to all direct Costs.

Affiliate shall mean any Air Carrier that satisfies each of (A) and (B) below:

- A. An Air Carrier that is:
1. operating at the Airport for the benefit of an Air Carrier at the Airport, under the same or substantially similar livery as such Air Carrier, and (a) is owned by such Air Carrier, or (b) is a subsidiary of, or under common control with the same corporate parent of, such Air Carrier, or (c) is under contract with such Air Carrier in respect of such operation; OR

2. if operating under its own livery, is not selling any seats on an aircraft in its own name and all seats on such aircraft are being sold in the name of another Air Carrier.

B. For so long as an Air Carrier conducts an Air Transportation Business at the Airport, subject to the Authority's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, an Air Carrier may utilize one or more Affiliates and allow such Affiliates (i) to conduct its Air Transportation Business at the Airport; (ii) to use, in common with others so authorized, the common and public areas of the Airport (including the Airfield), in addition to a Signatory Airline's Airline Premises; and (iii) to perform all operations and functions as are connected, incidental or necessary to such Air Carrier's Air Transportation Business at the Airport, subject to the following:

1. The sponsoring Air Carrier shall provide the Authority with a completed and executed Affiliate Carrier Operating Agreement in substantially the form provided by the Authority and a certificate of insurance demonstrating that such Affiliate carries insurance coverage naming the Authority as an additional insured in accordance with Article 14 of this Resolution thirty (30) days prior to the Air Carrier designating a new Affiliate, which designation is subject to the Authority's approval, which approval shall not be unreasonably withheld, conditioned or delayed. As a precondition of being approved by the Authority, each Affiliate shall (a) be independently liable for all charges incurred related to its operation at the Airport (in addition to the Air Carrier's liability stated below), (b) maintain certain minimum levels of insurance coverage, (c) indemnify and hold the Indemnified Parties harmless from any and all damages incurred as a result of its operations at the Airport as set forth in Article 12 hereof and (d) agree to abide by all Authority Rules and Regulations, Operating Directives, and/or Policies as may be in effect from time-to-time.

2. The sponsoring Air Carrier shall be unconditionally responsible for the payment of all rentals, fees, and charges, including Passenger Facility Charges, due under this Resolution by its Affiliate. Except as expressly provided herein, the privileges granted hereunder to an Air Carrier shall also apply to any Affiliate of such Air Carrier.

3. The sponsoring Air Carrier shall fully indemnify the Authority for all conduct and omissions of its Affiliate at the Airport to the fullest extent as is provided in Article 12 of this Resolution.

For the avoidance of doubt, an Air Carrier may serve as an affiliate of more than one sponsoring Air Carrier and, accordingly, a sponsoring Air Carrier shall only be responsible for the operations of its Affiliate (including the Airline Fees and Charges, indemnification and insurance) when the Affiliate Air Carrier operates as an affiliate of the sponsoring Air Carrier.

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.

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.

Aircraft Parking Fee shall mean the fee charged for any aircraft parked for more than two (2) hours in any twenty-four (24) hour period and not parked at one of a Signatory Airline's Gates within its Preferential Use Premises calculated as set forth in Section 9.1(I). The CEO in his or her discretion may waive Aircraft Parking Fees in certain instances in order to achieve greater operational efficiency.

Airfield shall mean those portions of the Airport, excluding the Terminal Aircraft Aprons and the Cargo Aircraft Aprons, provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, including any real property purchased for noise mitigation purposes.

Airfield Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Airfield.

Airline Fees and Charges shall mean, for any period, the aggregate of Landing Fees, Terminal Facility Fees, Aircraft Parking Fees, Joint Use Charges, FIS Fees, Baggage Handling System Fees, the Air Carrier Share (as defined in Section 9.1(D)(5)) of Passenger Transfer System Fees, Airline Terminal Support Fees, and all other fees, if any, payable by Air Carriers pursuant to this Resolution for such period; provided, however, that when used

with reference to an individual Air Carrier, "Airline Fees and Charges" shall mean only those fees and charges payable by such Air Carrier.

Airline Parties shall mean, collectively, an Air Carrier, and any of its Affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.

Airline Premises shall mean those areas in the Terminal Complex assigned to a Signatory Airline pursuant to its Space Rental Agreement as Office and Club Premises, Preferential Use Premises, and the portion of the Joint Use Premises used by a Signatory Airline, as defined in the Signatory Airline's Space Rental Agreement.

Airline Supported Areas shall mean the Airfield Cost and Revenue Center, the Airline Terminal Support Cost and Revenue Center, the Airside Buildings Cost and Revenue Center, the Terminal Building Cost and Revenue Center, the Passenger Transfer System Cost and Revenue Center and the Baggage Handling System Cost and Revenue Center.

Airline Terminal Support Cost and Revenue Center shall mean and include all direct and indirect Costs of those systems and technologies used primarily by Air Carriers, including without limitation, flight information display systems ("**FIDS**"), gate information display systems ("**GIDS**") and baggage information display systems ("**BIDS**") and the related information technology infrastructure.

Airline Terminal Support Fee shall mean the fee for use of the systems included in the Airline Terminal Support Cost and Revenue Center, calculated as provided in Section 9.1(J) hereof.

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.

Airport Airline Affairs Committee ("**AAAC**") shall mean, collectively, the authorized representatives of each Signatory Airline, which shall meet from time to time with representatives of the Authority to receive information and provide input.

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.

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

Airside Buildings Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Airside Buildings.

Airside Building Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in Section 9.1(C) hereof.

Annual Coverage Requirement shall mean, for any Fiscal Year, the greater of (i) such amount as may be established by the Trust Agreement, the Subordinated Trust Agreement and any Other Financing Document as the minimum amount required to be collected in any Fiscal Year in order to meet the rate covenant of the Trust Agreement, the Subordinated Trust Agreement and such Other Financing Document, or (ii) twenty-five percent (25%) of the amount of Debt Service due in such Fiscal Year.

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

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 an Air Carrier or the Airport (including 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.

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

Authority Space shall mean otherwise rentable space within the Terminal Complex occupied by the Authority, the Costs of which shall be allocated to the Administrative Cost Center.

Auxiliary Airports Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for all airports operated by the Authority, other than the Airport.

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

Baggage Handling System Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Baggage Handling System.

Baggage Handling System Fee shall mean the fee for use of the Baggage Handling System calculated as provided in Section 9.1(E) hereof.

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.

Capital Project shall mean any expenditure made to acquire, purchase, or construct a single capital item or project for the purpose(s) of improving, developing, preserving, or enhancing the Airport System and having a net cost to the Authority in excess of One Hundred Thousand Dollars (\$100,000) and a useful life in excess of one (1) year and shall include expenses incurred for development, implementation, study, analysis, review, design, or planning efforts.

Cargo Aircraft Aprons shall mean those areas of the Airport that are designated by the Authority for the parking of all-cargo aircraft and support vehicles, and the loading and unloading of cargo aircraft.

Cargo Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Cargo Aircraft Aprons and cargo facilities at the Airport, as its boundaries may be adjusted by the Authority from time to time.

Chargeable Landings shall mean all Revenue Landings and those Non-Revenue Landings whenever the same aircraft departs the Airport as a revenue flight.

Chief Executive Officer or 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.

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

Commencement Date shall mean the later of the Effective Date or the date an Air Carrier commences service at the Airport.

Cost and Revenue Centers shall mean those areas or functional activities of the Airport System used for the purposes of accounting for Revenues and Costs.

Cost Centers shall mean those areas or functional activities of the Airport System used for the purposes of accounting for Costs.

Costs shall mean, for any period, direct and indirect O&M Expenditures; any Revenues when more than 90 days past due and deemed by the Authority to be uncollectable (after the Authority uses commercially reasonable efforts to collect the same, known as bad debt expense); as a Cost allocable to the Airline Supported Areas, the unpaid amount of any self-insured retention or deductible, or any amount required to be covered by insurance required under this Resolution, not paid by an Air Carrier more than 90 days past due and deemed by the Authority to be uncollectable (after the Authority uses commercially reasonable efforts to collect the same, provided that such amount is not paid from the Authority's insurance); the O&M Reserve Requirement (after giving effect to amounts on deposit in the O&M Reserve Fund); Investment Service as allocated prior to September 30, 2020; Debt Service; Return on Authority Investment; the Annual Coverage Requirement; any other Fund Deposit Requirements; the estimated amount of defending, settling, or satisfying any threatened litigation, litigation, assessment, judgment, settlement, or charge net of estimated insurance proceeds to become payable to Authority relating directly to the Airport System or its operation reduced by all amounts, if any, received by the Authority of any judgments or settlements arising as a result of the Authority's ownership, operation, and maintenance of the Airport System payable during said period; and any and all other sums, amounts, charges, or requirements of the Authority required to be recovered, charged, set aside, expensed, or accounted for, from the Air Carriers during such period by the Trust Agreement or Other Financing Documents; provided, however, Costs shall not include any amounts described above related to any Special Facility in any Cost Center except as such may be provided for in a supplemental indenture.

Customer Facility Charges ("CFCs") shall mean fees collected from customers of rental car companies renting vehicles at the Airport on behalf of and held in trust for the Authority and fees collected from customers of rental car companies renting vehicles off-Airport on behalf of and held in trust for the Authority.

Debt Service shall mean any principal, interest, premium, make-whole and other fees and amounts either paid or accrued for Bonds, and such other amounts required for payment of principal, interest, premium, make-whole and other fees and amounts associated with Subordinated Indebtedness and Other Indebtedness, exclusive of amounts funded by PFC or CFC collections, and other associated costs due or payable in such period, including any amounts necessary to maintain the required balance in the Debt Service Reserve Fund or similar fund created pursuant to the Trust Agreement and Other Financing Documents, and any required deposits to any rebate or similar fund created pursuant to the Trust Agreement and Other Financing Documents, all Fund Deposit Requirements, as set forth in the Trust Agreement and Other Financing Documents, any letter of credit bank reimbursement obligations, reserve fund, or municipal bond insurance obligations, sinking fund payments, call premiums, payments required by forward purchase agreements, remarketing fees, letter of credit fees, trustee fees, paying agent fees, consultant fees, attorney fees, and any other costs and fees payable in connection with such Bonds, Subordinated Indebtedness and Other Indebtedness.

Debt Service Reserve Fund shall mean the funds created by the Trust Agreement and Other Financing Documents for maintaining a balance equal to the amount required by the Trust Agreement and Other Financing Documents as additional security for the Bonds Subordinated Indebtedness and Other Indebtedness.

Deplaned Passenger shall mean any passenger disembarking an aircraft at the Terminal Complex, including any such passenger that shall subsequently board another aircraft of the same or a different Air Carrier or the same aircraft, if previously operating under a different flight number.

Effective Date has the meaning set forth in Article 4.

Enplaned Passenger shall mean any passenger boarding an aircraft at the Terminal Complex, including any such passenger that previously disembarked from another aircraft of the same or a different Air Carrier or from the same aircraft, if previously operating under a different flight number.

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.

Extraordinary Service Charges shall mean charges for services provided by the Authority to one or more Air Carriers that are not required pursuant to this Resolution or a Space Rental Agreement.

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

Federal Aviation Administration (sometimes abbreviated as **FAA**) shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.

Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, at the time of adoption of this Resolution, is the period of twelve consecutive months, ending with the last day of September of any year.

FIS Facilities shall mean the Federal Inspection Services (**FIS**) facilities provided from time to time for United States Customs and Border Protection, United States Immigration and Customs Enforcement, United States Department of Health and Human Services and United States Department of Agriculture, and any successor departments or services thereto, for the processing of arriving international passengers at the Airport.

FIS Fee means the fee charged to Air Carriers using the FIS Facilities per international arriving passenger (other than pre-cleared international passengers) as such amount may be established from time to time by the Authority.

Fund Deposit Requirements means amounts necessary in any period to satisfy all requirements set forth in the Trust Agreement, the Subordinated Trust Agreement and financing documents with respect to Other Indebtedness to deposit Revenues to funds and accounts established under such agreements for such period; provided, however, that Debt Service coverage may be addressed separately through the Annual Coverage Requirement.

Gate shall mean that portion of the Terminal Complex consisting of a holdroom and all other appropriate appurtenant space and equipment plus the associated Terminal Airline Apron and the associated Loading Bridge (if any).

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 or Air Carriers.

Ground Handler shall have the meaning set forth in Section 6.4 of this Resolution.

GSE shall mean ground service equipment.

Hazardous Substance shall mean:

1. any substance the presence of which requires or may later require notification, investigation or remediation under any Environmental Law; or
2. any substance that is or becomes defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “pollutant”, or “contaminant” under any Environmental Law, including, without limitation, CERCLA, RCRA, and the associated regulations; or
3. any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any Governmental Authority; or
4. any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or
5. any substance that contains polychlorinated biphenyls (“**PCBs**”), per- and polyfluoroalkyl substances (**PFAS** and related chemicals), asbestos or urea formaldehyde foam insulation; or

6. any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

ID Media shall mean an Airport identification badge issued by the Authority.

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

Investment Service shall mean, with respect to any Fiscal Year, the sum of (1) Debt Service (exclusive of capitalized interest) and Other Debt Service payable by Authority in that Fiscal Year for indebtedness incurred on Capital Projects completed prior to October 1, 2020; plus (2) Return on Authority Investment for expenditures incurred on Capital Projects completed prior to October 1, 2020; plus (3) the Annual Coverage Requirement related to the foregoing; less (4) a reduction for any interest earnings in the Debt Service Reserve Fund attributable to such Debt Service or Other Debt Service; less (5) a reduction for any interest earnings in the Redemption Account attributable to amounts transferred from the Surplus Fund. Investment Service will exclude any amounts funded by PFC or CFC collections.

Joint Use Charges shall mean charges payable by the Air Carriers for use of the Joint Use Premises.

Joint Use Formula shall mean the formula used to calculate each Air Carrier's allocable share of Joint Use Charges and other designated Airline Fees and Charges determined as follows: for any period, each Air Carrier's allocable share shall be equal to a fraction, the numerator of which is the number of such Air Carrier's Enplaned Passengers for such period and the denominator of which is the total number of Enplaned Passengers for all Air Carriers for such period.

Joint Use Premises shall mean the areas in the Terminal Complex used by an Air Carrier for its nonexclusive use, jointly with other Air Carriers similarly so designated, and includes the Air Carrier Share (as defined in Section 9.1(D)(5)) of passenger screening, the Air Carrier Share of Passenger Transfer System shuttle exit areas in the Airside Buildings, baggage claim and tug drives. Each Air Carrier shall have the right to use the baggage claim areas jointly used by it and other Air Carriers on a shared use basis with such other Air Carriers and each Air Carrier's obligations with respect to such premises, including its obligation to pay Joint Use Charges, shall also be shared with such other Air Carriers.

Land Bank Cost Center shall mean and include all direct and indirect Costs for all land on the Airport that is not at the time useful for Airport purposes but is expected to be needed in the future for Airport purposes, as its boundaries are adjusted from time to time. When land in the Land Bank Cost Center becomes useful for Airport purposes other than land bank, it will be transferred out of the Land Bank Cost Center and into an appropriate Cost and Revenue Center.

Landing Fee or Landing Fees shall mean a fee expressed in tenths of a cent per thousand pounds of the Maximum Gross Landed Weight of each type of an Air Carrier's aircraft and shall be multiplied by the total of all Maximum Gross Landed Weight for all Chargeable Landings of each type of aircraft landed at the Airport by each Air Carrier.

Loading Bridges shall mean loading bridges, including pre-conditioned air, ground power/400Hz, potable water, fire bottles, and related infrastructure and equipment used to transport passengers between the Airside Buildings and an aircraft and other devices, if any, to assist with passenger boarding onto and deplaning from aircraft.

Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one thousand-pound units for each type of aircraft operated at the Airport, as certificated by the FAA.

MUFIDS shall mean the Authority's compatible multi-user flight information display systems.

Non-Revenue Landing shall mean any aircraft landing by an Air Carrier at the Airport for a flight for which such Air Carrier receives no revenue, and shall include irregular and occasional ferry or emergency landings, which shall include any flight that, after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical, or operating causes, or any other reason of emergency or precaution.

Non-Signatory Airline shall mean an Air Carrier that is not a party to an active Space Rental Agreement or an active lease of space in the Cargo Cost and Revenue Center. Non-Signatory Airlines will not participate in year-end settlement and are not eligible for revenue sharing under this Resolution.

Non-Signatory Premium shall mean an additional charge of five percent (5%) of Airline Fees and Charges, other than the FIS Fee.

Office and Club Premises shall mean those portions of the Terminal Complex assigned by the Authority to a Signatory Airline in which such Signatory Airline has a power, privilege, or other right authorized under such Signatory Airline's Space Rental Agreement to exclude another Person from enjoying or exercising a like power, privilege, or other right.

Operating Agreement for Ground Handlers shall have the meaning set forth in Section 6.4 of this Resolution.

Operating Expenditures ("O&M Expenditures") shall mean all Operating Expenses, excluding any reimbursements or grants received from governmental entities to offset Operating Expenses, plus all capital expenditures with a unit cost less than \$100,000 for the cost of moveable equipment consisting of, but not limited to, fire-fighting equipment, trucks, tractors and automotive equipment and other similar moveable equipment and for the purpose of paying the cost of rebuilding, reconstructing, altering, replacing and renewing the facilities of the Airport System, and construction and acquisition of improvements to capital assets of the Airport System.

Operating Expenses shall mean the expenses, paid or accrued, of operation, maintenance, and ordinary repairs of the Airport System and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Authority relating solely to the Airport System, including engineering, architectural, legal, airport consultants, and accounting fees and expenses, and fees and expenses of any trustee or paying agent under the Trust Agreement, the Subordinated Trust Agreement or Other Financing Document, and such other reasonable current expenses as shall be included in generally accepted accounting practices utilized for airports operating as an enterprise fund. Operating Expenses shall not include any allowance for depreciation or renewals or replacements or obsolescence of capital assets of the Airport System, or any operating expenses of Special Facilities where the lessees thereof are obligated to pay such operating expenses.

Operating Reserve Requirement ("O&M Reserve Requirement") shall mean the Trust Agreement requirement that a reserve be created and maintained at an amount at least equal to one-sixth of the annual budget then in effect for Operating Expenses.

Other Debt Service shall mean any principal, interest, premium, make-whole and other fees and amounts, either paid or accrued, on Other Indebtedness of the Authority.

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.

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.

Passenger Facility Charge (“PFCs”) shall mean the fees authorized by 49 USC § 40117 and regulated by 14 CFR Part 158 as such statute and regulations exist on the Effective Date or as they may be subsequently amended, and as approved by the FAA for collection by Air Carriers on behalf of the Authority from eligible Enplaned Passengers in accordance with a record of decision or final agency decision issued by the FAA, and interest, profits and other income derived from the investment thereof.

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 the Authority from time to time.

Passenger Transfer System Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Passenger Transfer System. The costs of the Passenger Transfer System will be calculated in accordance with Section 9.1.

Passenger Transfer System Fee shall mean the fee for use of the Passenger Transfer System calculated as provided in Section 9.1(D) hereof.

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' fees, tax assessments, and charges (excluding PFCs), payable by Air Carrier under this Resolution, to guarantee the faithful performance by Air Carrier of its obligations under this Resolution and the payment of all fees, tax assessments, and charges due under this Resolution.

Person means a firm, association, partnership, limited liability company, trust, corporation, and other legal entities, including Governmental Authorities, as well as a natural person.

Per Use Gate Fee shall mean a per Turn fee payable by an Air Carrier for the right to use a gate assigned to an Air Carrier for the processing of passengers and baggage, as established from time to time by the Authority based on calculations set forth in Section 9.1(H).

Per Use Ticket Counter Fee shall mean a per Turn fee payable by an Air Carrier for the right to use a Per Use Ticket Counter assigned to an Air Carrier for the processing of passengers

and baggage for a departing flight, as established from time to time by the Authority based on calculations set forth in Section 9.1(G).

Per Use Gates shall mean those Gates and Related Terminal Area that are not occupied on a preferential use basis by a Signatory Airline, the use of which is assigned to Air Carriers by the Authority pursuant to the Authority Rules and Regulations. The Authority reserves the right to maintain as many Gates and as much Related Terminal Area, such as ticket counters, and ticket and baggage services offices, as it may deem necessary or desirable for common use by Air Carriers operating at the Airport.

Per Use Ticket Counter shall mean Ticket Counters that are not occupied on a preferential use basis by a Signatory Airline, the use of which is assigned to Air Carriers by the Authority pursuant to the Authority Rules and Regulations. The Authority reserves the right to maintain as many Per Use Ticket Counters as it may deem necessary or desirable for common use by Air Carriers operating at the Airport.

Preferential Use Premises shall mean those portions of the Terminal Complex and Terminal Aircraft Aprons assigned to a Signatory Airline by the Authority pursuant to a Space Rental Agreement to which such Signatory Airline shall have priority over other users, subject to the terms and conditions of this Resolution, the Rules and Regulations and the Space Rental Agreement.

Public Space shall mean all utility rooms, ductways, janitorial rooms and closets, stairways, hallways, space in the Terminal Complex appurtenant to a Signatory Airline's Office and Club Premises and used in common with one or more other Signatory Airlines, elevators, escalators, entrance-ways, public or common use lobbies and areas, public toilet areas, and other areas used for the operation, maintenance, or security of the Terminal Complex, excluding Joint Use Premises.

Recognized Net Investment shall mean Authority's cost of an improvement, equal to or greater than \$100,000, or an acquisition made on or for the Airport System (including without limitation the cost of construction, testing, architects' and engineers' fees, consultants' fees, construction management fees, attorneys' fees and costs, inspection and surveillance by Authority's engineer, condemnation, relocation expenses, and brokers' fees), reduced by the amount of any Federal or State grant received by Authority therefor and by any PFCs or CFCs applied to pay the costs thereof and shall be considered Recognized Net Investment beginning in the Fiscal Year in which the improvement or acquisition is completed or placed in service.

Redemption Account shall mean the account created by the Trust Agreement and the Subordinated Trust Agreement to be used for the retirement of Bonds and Subordinated Indebtedness.

Related Terminal Area shall mean that portion of the Terminal Complex reasonably necessary to conduct airline operations at a Gate and shall include, without limitation, upper level and lower level Terminal Building access for persons, Loading Bridges, passenger hold rooms, check-in counters, the Joint Use Premises, and rights of access to terminal passenger facilities, in each case associated with such Gate.

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

Return on Authority Investment shall mean the return on Recognized Net Investment made by the Authority after September 30, 1999 with Authority funds (*i.e.*, not Bond proceeds; not proceeds from insurance resulting from casualty damage to or destruction of improvements to the Airport System; not Federal or State grant funds; and not PFCs or CFCs) for new capital improvements to or acquisitions for the Airport System equal to the total of the annual amortization of the amount of each item of Recognized Net Investment over the following timeframe: (i) for Capital Projects completed on or after the Effective Date, the recovery period will be the reasonably estimated useful life thereof as determined by the Authority or (ii) for Capital Projects completed before the Effective Date, the recovery period will be twenty-five years, in principal and interest amounts which together represent equal annual payments, with interest computed at Authority's True Interest Cost for the Fiscal Year of acquisition or completion of the Capital Project.

Revenue Fund shall mean that fund for the deposit of all Revenues, as defined under the Trust Agreement, derived from the operation of the Airport System.

Revenue Landing shall mean any aircraft landing by an Air Carrier at the Airport for which such Air Carrier receives revenue.

Revenues shall mean all income accrued by Authority in accordance with generally accepted accounting practices utilized by airports operating as an enterprise fund, including investment earnings, from or in connection with the ownership or operation of the Airport System or any part thereof, or the leasing or use thereof. Proceeds received from litigation or other dispute resolution, whether settlement, award or judgment, insurance proceeds, and proceeds of Bonds, Subordinated Indebtedness or Other Indebtedness, PFCs and CFCs and the interest earned therefrom shall be excluded from the calculation of Revenues.

Roads and Grounds Cost Center shall mean and include all direct and indirect Costs for all roads on the Airport and the landscaping and facilities provided therefor, as defined by the Authority from time to time. The Roads and Grounds Cost Center shall be allocated to the Cost and Revenue Centers based upon the following percentages: Airfield – 5%, Terminal Complex – 35%, Commercial Landside – 45%, Cargo – 5%, General Aviation – 5% and Other – 5%, or such other allocation as may be justified by changes in operations or use after the Effective Date.

Rules and Regulations shall 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, the Authority's duly adopted and generally applicable Policies, Operating Directives, Standard Procedures, Ordinances, and the Airport Security Plan, in each case as such may be in force and as amended from time to time.

SIDA shall mean that portion of the Airport designated by the Authority from time to time as the Security Identification Display Area.

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 this Resolution.

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 Florida Department of Environmental Protection, specifically Chapter 62-702, FAC; or
2. any waste requiring 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 a Hazardous Substance 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.

Space Rental Agreement shall mean an agreement in the form prescribed by the Authority between the Authority and a Signatory Airline granting such Signatory Airline the right to occupy and operate within the Airline Premises designated in such Space Rental Agreement.

Special Facility shall mean a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, constructed, installed, equipped, or acquired with: (i) the proceeds of the sale of obligations (other than Bonds) issued by the Authority; (ii) other funds provided by the user or developer thereof or by any other person; or (iii) a combination of the foregoing items (i) and (ii).

STA shall mean Security Threat Assessment.

Standard Holdroom Square Footage shall mean a uniform measurement used for the sole purpose of calculating certain fees payable hereunder of three thousand (3,000) Rentable Square Feet for each holdroom located within the Airside Buildings; provided, however, that if the average size of a holdroom changes due to construction completed after the Effective Date, such uniform measurement may be modified to reflect any such changes.

State shall mean the State of Florida.

Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds, issued pursuant to any Subordinated Trust Agreement.

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.

Substantial Completion shall mean the date on which Authority's architects and/or engineers certify any premises at the Airport to be substantially complete so as to permit use and occupancy by an Air Carrier or other Person.

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

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 the Authority, parking of GSE.

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.

Terminal Building Cost and Revenue Center shall mean and include all direct and indirect Costs and operating Revenues for the Terminal Building.

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.

Terminal Facility Fees shall mean the Airline Fees and Charges established by the Authority for the use of space within the Terminal Complex by Air Carriers, including the Airside Buildings Rental Rate, the Terminal Building Rental Rate, the Baggage Handling System Fees, Per Use Gate Fees, Per Use Ticket Counter Fees, Passenger Transfer System Fees, Airline Terminal Support Fees, and fees for use of Joint Use Premises, as identified in Section 9.1.

Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in Section 9.1(B) hereof.

Ticket Counter shall mean each ticket counter position within the Terminal Building usable by an Air Carrier for the processing of passengers and baggage for a departing flight, including the ticket counter itself, plus queuing space and space behind the ticket counter position.

True Interest Cost shall mean the Bond Buyer's 25 Revenue Bond Index as of September 30th of the previous Fiscal Year.

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.

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.

Turn shall mean a single inbound and outbound flight operation, for which an Air Carrier uses a Per Use Gate and appurtenant Related Terminal Area, facilities, and/or equipment.

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

5.2 Interpretation.

References in the text of this Resolution to Articles, Sections, or Exhibits pertain to Articles, Sections or Exhibits of this Resolution, unless otherwise specified.

- A. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Resolution refer to this Resolution.
- B. Any headings preceding the text of the Articles and Sections of this Resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction, or effect.
- C. Words importing the singular shall include the plural and vice versa.
- D. Where the approval of the Authority is required under this Resolution, the written approval of the CEO shall be required to evidence such approval.

ARTICLE 6

USES, RIGHTS AND PRIVILEGES

6.1 Use of the Airport.

Subject to and consistent with the terms of this Resolution, including but not limited to the restrictions contained in Section 6.3, the requirements set forth in Section 7.1, and the Rules and Regulations, Air Carriers may conduct their Air Transportation Business at the Airport and by conducting its Air Transportation Business at the Airport, each Air Carrier operating at the Airport agrees to comply with all terms, conditions, and requirements of this Resolution. As provided in this Resolution, Air Carriers may use, in common with others so authorized, the Per Use Gates and Related Terminal Area, Joint Use Premises and Public Space of the Airport (including the Airfield); and perform all operations and functions as are connected, incidental or necessary to an Air Carrier’s Air Transportation Business at the Airport, including, but not limited to, the following rights:

- A. To land, take off, fly over, taxi, tow, park, repair, maintain, service, test, store, load, and unload an Air Carrier’s aircraft and other equipment used in the operation of

such Air Carrier's Air Transportation Business, including, but not limited to, the right to load and unload an Air Carrier's aircraft through the Loading Bridges, in accordance with Authority direction, or as otherwise approved by the Authority; provided, however, that major maintenance of aircraft and routine servicing or maintenance of ground equipment on the Terminal Aircraft Apron is not permitted, unless specifically authorized by the Authority, and Air Carriers shall not use the Terminal Aircraft Apron to load or unload all-cargo aircraft unless otherwise authorized in writing by the Authority.

- B. To sell air transportation tickets and services; process passengers and their baggage for air travel; and to sell, handle, and provide mail, freight, cargo, and express services, and reasonable and customary airline activities.
- C. Of ingress to and egress from the Airport including, without limitation, a Signatory Airline's Airline Premises, and such right shall extend to each Air Carrier's Airline Parties and its customers and invitees, and its or their equipment, vehicles, machinery and other property, subject to 49 CFR Part 1542, the Authority's Airport Security Plan, and Applicable Laws relating to: (i) the general public, including passengers; (ii) access to non-public areas at the Airport by Airline Parties; and/or (iii) safety and security.
- D. To train an Air Carrier's employees or prospective employees, and to test its aircraft and other equipment being utilized at the Airport in areas designated or approved by the Authority; provided, however, such training and testing must be incidental to the use of the Airport in the operation by an Air Carrier of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others. The Authority may restrict or prohibit any such training and testing operations that it deems to interfere with the use of the Airport.
- E. To sell, lease, transfer, dispose of, or exchange an Air Carrier's aircraft, engines, accessories, parts, gasoline, oil, grease, lubricants, fuel, propellants, and all other materials, equipment, supplies, and articles or goods used by, acquired in connection with, or incidental to an Air Carrier's Air Transportation Business at the Airport; provided, however, that an Air Carrier may not, and shall cause its agents not to, sell or permit to be sold, aviation fuels or propellants except (i) to any Air Carrier that is a successor company to such Air Carrier; (ii) for use in aircraft of others that are being used solely in the operation of such Air Carrier's Air

Transportation Business, including, but not limited to, such Air Carrier's Affiliates; (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from such Air Carrier; or (iv) in accordance with sales of fuel through the Airport's fuel hydrant system, to the extent the Authority has authorized by an agreement one or more Air Carriers or an entity owned or controlled by one or more Air Carriers to operate the fuel flowage, storage, and distribution system at the Airport.

- F. To purchase or otherwise obtain services and personal property of any nature, including, but not limited to, aircraft, engines, accessories, parts, gasoline, oil, grease, lubricants, fuel, propellants, food, beverages, including food and beverages for consumption aloft, passenger supplies, and all other materials, equipment, supplies, and articles or goods used by, acquired in connection with, or incidental to, an Air Carrier's Air Transportation Business at the Airport, from any person it may choose, wherever such person may be located, subject to the Rules and Regulations; and subject to the Authority's right to require that each provider of services and/or supplies secures a permit from the Authority to conduct such activity at the Airport, pays required fees, and abides by the Rules and Regulations.
- G. Subject to the prior approval of the CEO and the Federal Communications Commission and subject to the Authority's Tenant Work Permit Program, to install, maintain, and operate, alone or in conjunction with any other Air Carrier, or through a nominee, such radio (including radio frequency identification ("**RFID**") devices and beacons), communications, flight information display systems, meteorological and aerial navigation equipment, and associated wiring, as may be necessary or convenient for an Air Carrier's Air Transportation Business at the Airport, in or on a Signatory Airline's Airline Premises, and at other locations at the Airport; provided, however, that each Air Carrier shall provide to the Authority, if requested, electronic flight arrival and departure information through such Air Carrier's systems and shall cooperate with the Authority's installation of centralized and remote flight information displays; and provided, further, that if the spectrum frequencies of such devices interfere with those of the Authority, other Air Carriers or other parties operating at the Airport, the CEO shall have the sole right to allocate the use of such frequencies in his or her sole discretion; and provided, further, that (i) such installations and the subsequent use of such equipment shall be subject to Applicable Laws; and (ii) the location of all such equipment and facilities shall be determined by the Authority in its exclusive but reasonable

discretion taking into account the operations of all Air Carriers at the Airport. Should an Air Carrier install any type of radio transceiver or other wireless communications equipment, such Air Carrier 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 such Air Carrier's equipment. Should interference occur because of an Air Carrier's installation, the Authority reserves the right to shut down such Air Carrier's installation until appropriate remedies to the interference are made by such Air Carrier. 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 such Air Carrier's expense. Subject to the Rules and Regulations, a Signatory Airline may install in the holdroom of its Preferential Use Premises, with the Authority's prior written consent, such Signatory Airline's GIDS. The Authority shall have unrestricted access to all communication equipment owned or used by an Air Carrier, if any, whether located on its Airline Premises or elsewhere at the Airport if the Authority equipment or systems interface with such equipment. Prior to any such installation, an Air Carrier shall provide the Authority with all necessary supporting documentation related to such installation. All Air Carriers are required to use the Authority's MUFIDS.

- H. To use water, sewer, electric power, telephone, data, preconditioned air systems, and other utilities supplied by the Authority from time to time.
- I. To use the areas designated as Air Carrier employee parking facilities for the parking of its employees' vehicles pursuant to an operating agreement, lease, or other arrangement containing such reasonable terms and conditions as the Authority and each Air Carrier shall mutually agree upon and the payment of any reasonable fees required pursuant to such arrangement.
- J. To purchase, keep, and install, and in any event to use and maintain, at the areas designated by the Authority as an Air Carrier's GSE parking facilities (which may include a Signatory Airline's Preferential Aircraft Parking Positions, if any), mobile devices for the loading, unloading and general servicing of an Air Carrier's aircraft, air start systems, and other miscellaneous aircraft and aircraft-related support equipment, pursuant to an operating agreement, lease, or other arrangement containing such reasonable terms and conditions as the Authority and each Air

Carrier shall mutually agree upon and the payment of any reasonable fees required pursuant to such arrangement.

- K. To use the Airport fuel system for the purpose of storing and dispensing fuel pursuant to such reasonable terms and conditions as the Authority or Tampa Airport Fuel Committee that operates the fuel system may establish.
- L. Subject to the Authority's design standards for the Airport and the Tenant Work Permit Program, if applicable, as the same may from time to time be adopted, amended, or altered, to install, maintain, and use signs in a Signatory Airline's Office and Club Premises or Preferential Use Premises, including installation of such Signatory Airline's logo on the walls behind ticket counters and check-in counters in holdrooms at Signatory Airline's Preferential Use Premises. Notwithstanding the foregoing, in a Signatory Airline's Office and Club Premises not visible from public areas, such Signatory Airline shall be permitted to install such signs as it desires so long as the Signatory Airline complies with Applicable Laws and the Authority's design standards for the Airport, as in effect from time to time.
- M. To operate and maintain in a Signatory Airline's Office and Club Premises, if any, passenger clubs and lounges; provided, however, that if a Signatory Airline shall engage in the sale of goods or services or charge an entrance fee at such club or lounge, such Signatory Airline shall pay to the Authority, in addition to all other fees and charges payable hereunder, a concession fee equal to the amount of gross sales at such club or lounge multiplied by the rate equivalent to the applicable concession fee rate (including any incremental percentage fees) being paid to the Authority or its third party concession manager by any concessionaire for similar sales at the Airport.
- N. To install, maintain, and operate in a Signatory Airline's Office and Club Premises or Preferential Use Premises only in areas not accessible to the general public, vending machines dispensing food and beverages and other merchandise for consumption by such Signatory Airline's employees; provided, however, that if such machines or equipment require electrical power or other utilities not serving the Office and Club Premises or Preferential Use Premises on the Commencement Date, the Signatory Airline shall be responsible for any utility upgrades necessary to service such machines or equipment.

- O. To install, maintain, and operate, in a Signatory Airline's Office and Club Premises or Preferential Use Premises subject to the Authority's design standards for the Airport and the Tenant Work Permit Program, if applicable, customer relations, security, waiting room, baggage, cargo, mail handling, and storage facilities and equipment; reservations, administrative, and operations offices; and lockers, restrooms, and related facilities for its employees; provided, however, that if such machines, equipment, or facilities require electrical power or other utilities not serving the Signatory Airline's Office and Club Premises or Preferential Use Premises on the Commencement Date, such Signatory Airline shall be responsible for any utility upgrades necessary to service such machines, equipment, or facilities.
- P. To provide, either alone or in conjunction with others, or through a nominee, porter/sky cap service for the convenience of the public.

6.2 Exercise of Rights by and for Third Parties.

- A. Only in accordance with Section 6.4 with respect to an Operating Agreement for Ground Handlers, and subject to the provisions of Section 6.2(B), the rights and privileges granted to an Air Carrier pursuant to this Article 6 may be exercised on behalf of an Air Carrier by other Air Carriers or Ground Handlers, and an Air Carrier may exercise on behalf of any other Air Carrier providing air transportation to and from the Airport, any of the rights granted to an Air Carrier herein.
- B. If at any time, the CEO shall reasonably determine that some or all Air Carriers or Ground Handlers exercising the rights and privileges granted pursuant to this Article 6 are exercising such rights and privileges (i) in a manner which interferes with the operation or maintenance of the Airport; (ii) which adversely affects the health or safety of the public or other users of the Airport; or (iii) which fails to comply with the Authority Rules and Regulations or terms of this Resolution, the CEO shall notify the applicable Air Carriers of such determination, which notice shall include such information as may be necessary for the applicable Air Carriers to verify such determination. Each applicable Air Carrier shall promptly commence and diligently pursue action necessary to correct the conditions or actions specified in such notice. If such conditions or actions are not corrected within thirty (30) calendar days (or immediately if the Authority determines that such conditions or actions adversely affect health or safety) after receipt of such notice or if such conditions or actions cannot be corrected within such period and the applicable Air

Carriers have not promptly commenced and diligently pursued all such corrective action which could be taken within such period, then upon the request of the CEO, the applicable Air Carriers shall terminate such arrangements or agreements. For purposes of this Section 6.2(B), the term “applicable Air Carriers” or “applicable Air Carrier” refers to those Air Carriers (or specific Air Carrier) whom the Authority has identified as exercising rights and privileges hereunder in a manner set forth in clauses (i) – (iii) above.

6.3 Restrictions.

- A. The grant of rights and privileges hereunder does not authorize an Air Carrier to conduct a separate business at the Airport but permits an Air Carrier to conduct such activities only insofar as they are reasonably necessary or incidental to or connected with the conduct of such Air Carrier’s Air Transportation Business at the Airport and to the conduct of an Operating Agreement for Ground Handlers approved pursuant to Section 6.4.
- B. Except as to rights specifically set forth in Section 6.1, nothing contained herein is intended or shall be construed to authorize or permit an Air Carrier to compete with any of the Authority’s authorized concessionaires, Airport parking facilities, rental car companies, or other ground transportation providers operating at the Airport.
- C. The CEO may, from time to time, temporarily or permanently close roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport as necessary to maintain, improve, construct, or repair such facilities, or for safety reasons; provided, however, that, unless an emergency situation exists, the Authority shall use diligent efforts to minimize and schedule closings in order to minimize the disruption of services being provided and operations of Air Carriers, and it shall use commercially reasonable efforts to provide alternative means of ingress and egress and other facilities necessary for the Air Carriers’ operations.
- D. The Authority has the right to restrict the use by an Air Carrier of Terminal Aircraft Apron space. The Authority has the right to charge a reasonable fee for aircraft parking on such Terminal Aircraft Apron space.
- E. The Authority will require the execution of a Space Rental Agreement or other agreement between the Authority and a Signatory Airline for the right to use space and/or ground area at the Airport other than Per Use Gates and Related Terminal Area.

- F. Except in the Air Carrier's clubs, an Air Carrier may not conduct or permit the sale or other distribution of food or beverages to passengers in the Terminal Complex, except as expressly provided in this Resolution, without the approval of the CEO; provided, however, that in the event of irregular operations causing flight delays, an Air Carrier may provide snacks and nonalcoholic beverages to its customers without cost; provided, however, that if such privilege is abused in the sole judgment of the CEO, such privilege may be withdrawn.
- G. No Air Carrier shall knowingly interfere or permit interference by its Airline Parties, customers, or invitees with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport; and no Air Carrier shall engage in any activity prohibited by the Authority's noise abatement procedures.
- H. As soon as reasonably possible after an Air Carrier's disabled aircraft is released from the control or jurisdiction of all applicable Governmental Authorities, such Air Carrier shall remove (or cause the lessor of an aircraft to remove) any such disabled aircraft from the Airfield and Terminal Aircraft Apron, and shall place and store any such disabled aircraft only in such storage areas and upon terms and conditions as may be reasonably approved by the Authority. In the event a disabled aircraft is not removed as expeditiously as is reasonably possible, the Authority may, following reasonable notice to such Air Carrier, but shall not be obligated to, cause the removal of such disabled aircraft in accordance with Applicable Law.
- I. No Air Carrier may keep or store flammable liquids within any covered or enclosed portion of the Airport without the prior written approval of Authority. Any such liquids having a flash point of less than 110 degrees Fahrenheit must be kept and stored in safety containers of a type approved by Underwriters Laboratories.
- J. No Air Carrier may create or permit to be caused or created within the Airport any obnoxious odor, smoke, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, will not be a violation of this Resolution.
- K. Parking or storage of aircraft or GSE at an aircraft apron that in any way interferes with Airport operations, including the movement of passengers, cargo, or other

aircraft, is prohibited. An Air Carrier must remove aircraft or GSE within forty-five (45) minutes of notification by the Authority of its determination that: (i) an emergency exists requiring removal of said aircraft or GSE; (ii) said aircraft or GSE is interfering with Airport operations or the movement of passengers, cargo, or other aircraft; or (iii) the aircraft apron is required for temporary access by another Air Carrier, provided that the Authority has first determined that other suitable aircraft apron space is not available. An Air Carrier may park and store GSE owned by such Air Carrier, its Affiliate(s), or any subcontractor to such Air Carrier which holds a valid Operating Agreement for Ground Handlers from the Authority and with whom the Air Carrier contracts to provide airside services. No vehicle owned or operated by an Air Carrier or any Airline Party shall access the AOA unless directly related to an Air Carrier's Air Transportation Business. All vehicles driven, escorted, or parked on the AOA must meet the Authority's insurance requirements and comply with the Rules and Regulations. All Air Carrier vehicles, including those of all Airline Parties, excluding escorted vehicles, accessing the AOA must bear such Air Carrier's identification on both sides of the vehicle, identifiable from a distance of fifty (50) feet. An Air Carrier's vehicles must also display the Authority's movement area permit decal. Each Air Carrier shall verify that all of its Airline Parties who operate motorized vehicles on Airport property have a valid driver's license. Each Air Carrier must provide evidence in writing of such verification within fifteen (15) days of written request by Authority. If an Air Carrier fails to provide verification or if an Airline Party is found to be driving on Airport property without a valid driver's license, the Authority may revoke the offending driver's ID Media and may assess a monetary penalty against the Air Carrier employing such Airline Party of up to \$1,000 per occurrence. Said penalty will be due and payable within fifteen (15) days' notice of invoice for the same. On a quarterly basis, each Air Carrier shall conduct an audit of the status of the driver's licenses of its Airline Parties that operate motorized vehicles on Airport Property to ensure that they possess a valid driver's license. Such audits shall be provided to Authority upon fifteen (15) days' written request by Authority.

- L. All rights not otherwise expressly granted to the Air Carriers pursuant to Section 6.1 are hereby reserved to the Authority.
  
- M. Any construction activities undertaken at the Airport by a tenant or occupant other than the Authority not described in Article 6 shall be subject to the Tenant Work Permit Program.

6.4 Operating Agreement for Ground Handlers.

- A. If an Air Carrier is conducting an Air Transportation Business at the Airport, subject to the Authority's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, an Air Carrier may enter into an agreement (each an "**Operating Agreement for Ground Handlers**") to use all public areas of the Airport which such Air Carrier has a right to use in common with others for the handling by such Air Carrier's personnel of the Air Transportation Business of any other Air Carrier using the Airport to the same extent as they may be used for the Air Transportation Business of such Air Carrier, or handling by the personnel of any third party service provider (a "**Ground Handler**") holding an Operating Agreement for Ground Handlers with the Authority to provide the services requested by an Air Carrier; provided, however, that a handling Air Carrier shall remain liable for all of its and the handled Air Carrier's obligations hereunder.
- B. In the event an Air Carrier handles any other Air Carrier and such handled Air Carrier is not an Affiliate of the handling Air Carrier, such handling Air Carrier must (i) collect, on behalf of the Authority, and submit to Authority, all applicable Airline Fees and Charges as determined by the Authority and, (ii) as consideration for the privilege of being allowed to handle such Air Carrier, the handling Air Carrier will pay to the Authority a monthly privilege fee as set forth in the Operating Agreement for Ground Handlers or as otherwise established by the Authority from time to time.

6.5 Affiliates.

If an Air Carrier is conducting an Air Transportation Business at the Airport, subject to the Authority's prior written approval, such Air Carrier may utilize one or more Affiliates and allow such Affiliates to conduct its Air Transportation Business at the Airport; to use, in common with others so authorized, the Joint Use Premises and Public Space of the Airport (including the Airfield), in addition to a Signatory Airline's Airline Premises, if any; and to perform all operations and functions as are connected, incidental or necessary to such Air Carrier's Air Transportation Business at the Airport.

ARTICLE 7  
OBLIGATIONS OF AIR CARRIERS

- 7.1 Air Carrier Requirements. As a condition of being permitted to operate its Air Transportation Business at the Airport, each Air Carrier shall comply with the following:
- A. Each Air Carrier shall obtain and hold all certificates, permits, licenses, insurance, or other entitlements required by Applicable Laws in order to enable it to conduct its operations and engage in the Air Transportation Business at the Airport, and said certificates, permits, licenses, or other entitlements shall be kept current, valid, and complete throughout the duration of an Air Carrier's operations at the Airport.
  - B. Except as otherwise provided herein or in the Rules and Regulations, an Air Carrier may obtain supplies or services from suppliers, vendors, or contractors of its own choice for its operations at the Airport; provided that the Authority may license and regulate all persons or companies doing business at the Airport and impose charges for the privilege of conducting any such business and prohibit persons from engaging in aeronautical activities, the provision of ground transportation services, or any commercial activities at the Airport, except in accordance with agreements, concession contracts, permits, or operating agreements entered into between the Authority and such persons.
  - C. Each Air Carrier shall comply with Applicable Laws relating to Airport security and shall prevent or deter unauthorized persons from obtaining access to the AOA or any other secure area of the Airport. Each Air Carrier shall also take such security precautions as the Authority may, from time to time, reasonably require pursuant to the Rules and Regulations. An Air Carrier shall reimburse the Authority for all fines or charges imposed by any applicable Governmental Authority against the Authority because of such Air Carrier's violation of any Applicable Laws or this Resolution.
  - D. Each Air Carrier acknowledges that the Terminal Complex is to be used by the traveling public. Air Carriers shall make available space to its passengers and to the traveling public on a nondiscriminatory basis, including ensuring accessible paths of travel for disabled persons, and shall make reasonable efforts to coordinate its activities and operations with abutting tenants and the Authority, so as to maximize efficient use of available space.

- E. Air Carriers may not injure, deface, or otherwise harm the Airport or any part thereof in any manner that will constitute waste, and shall not cause or permit any unlawful conduct, unreasonable annoyance, or nuisance to exist at the Airport, nor permit any activity or omission which constitutes or results in unlawful conduct, unreasonable annoyance, or nuisance, nor permit the emission of any objectionable noise, vibration, or odor, nor overload the floor of the Terminal Complex, nor permit any use of the Terminal Complex which will invalidate or increase the premiums on any of the Authority's insurance; provided that the conduct of an Air Carrier's Air Transportation Business in accordance with Applicable Laws shall not be deemed a nuisance or an unreasonable annoyance.
- F. Each Air Carrier shall use all paved areas on the Airport as constructed and in accordance with the permitted use of such paved areas, and Air Carriers will prohibit their Airline Parties from placing excessive loads on paved areas on the Airport. An Air Carrier will be responsible for the repair of any paved area damaged by non-conforming usage or excessive loading by such Air Carrier or its Airline Parties.
- G. Each Air Carrier shall participate in any lawful Airport-wide programs or initiatives of general applicability as the Authority may require upon notice to such Air Carrier, provided such program or initiative shall not result in any material cost or expense or result in any undue burden to such Air Carrier.
- H. Each Air Carrier shall have a fully qualified and experienced manager assigned to the Airport who will be available at all times (Station Manager). Each Air Carrier will assign a qualified subordinate to be in charge and to act on behalf of the Station Manager in the Station Manager's absence (Acting Station Manager). An Air Carrier operating at the Airport less than daily may designate a Station Manager and/or Assistant Station Manager that is located other than at the Airport. Each Air Carrier will provide Authority with, and update in a timely manner, the contact information for the Station Manager and Acting Station Manager.
- I. Each Air Carrier will, to the extent reasonably practicable, control the conduct, demeanor and appearance of all of its Airline Parties, and of those doing business with such Air Carrier 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.

## 7.2 Security Badging.

Any Air Carrier 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 as established by the Authority from time to time must be paid by Air Carrier. Authority may collect all costs related to badging at the time badging service is provided. All badged employees of an Air Carrier and its contractors or agents must comply with the Authority's regulations regarding the use and display of ID Media. The Authority may require renewal of the ID Media of an Air Carrier's employees, contractors and/or agents at any time. If an Air Carrier's employee, contractor and/or agent fails to comply with renewal requirements, as directed by the Authority, the Authority may suspend the ID Media privileges of that Air Carrier employee, contractor and/or agent.

In order to be permitted 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.

Each Air Carrier will be assessed a fine in an amount established by the Authority from time to time 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 its Space Rental Agreement, or upon written request by Authority. This fine will be paid by such Air Carrier within fifteen (15) days from the date of invoice. The Authority may collect this fine at the time it is assessed.

If any Air Carrier employee is terminated or leaves an Air Carrier's employment, the Air Carrier must notify the Authority immediately, and the ID Media must be returned to Authority promptly.

## 7.3 Airline Property.

The personal property placed or installed by an Air Carrier at the Airport including, but not limited to, trade fixtures and trade equipment, shall remain the property of such Air Carrier and must be removed on or before the termination of such Air Carrier's occupancy of some or all of the Airport at such Air Carrier's sole risk and expense. No Air Carrier may abandon

any of its property at the Airport without the written consent of the CEO. Any damage to the Airport or any portion thereof resulting from such removal shall be paid for by the Air Carrier owning such property. In the event of termination of an Air Carrier's operations at the Airport, such Air Carrier shall have thirty (30) days after such termination during which to remove such property. However, the Authority shall have the right to assert such lien or liens against said property (except for an Air Carrier's aircraft) as the Authority may by Applicable Laws be permitted. So long as any such property remains on the Airport, an Air Carrier's obligation to pay Airline Fees and Charges shall continue.

If an Air Carrier's property is not removed as herein provided, the Authority may, at its option, after written notice to such Air Carrier and at such Air Carrier's sole risk and expense, remove such property to a public warehouse for storage, or retain the same in the Authority's possession, or dispose of the same, in accordance with Applicable Law. The Authority shall not be liable for any damage to or destruction of the property so removed, or any proceeds received from the sale thereof, and the Air Carrier shall reimburse the Authority, promptly on demand, for the net cost of such removal (including any required repair of the Authority's facilities), storage and disposal, all as reasonably determined by the Authority.

7.4 Americans with Disabilities Act and Air Carrier Access Act.

- A. Each Air Carrier operating at the Airport shall be solely and fully responsible for ensuring that such Air Carrier's operations, wherever they may occur at the Airport, and any improvements made to the Airport by such Air Carrier, shall at all times comply with the Americans with Disabilities Act, 42 U.S.C. §§12101, *et seq.*, as amended from time to time ("**ADA**"), and the Air Carrier Access Act, 49 U.S.C. §41705, as amended from time to time ("**Access Act**"), including the regulations promulgated under the ADA and the Access Act. If an Air Carrier is found to be in violation of or in non-compliance with the ADA or the Access Act by a Governmental Authority with jurisdiction, such Air Carrier shall develop a work plan to correct any violations or non-compliance with the ADA or the Access Act. Such Air Carrier shall deliver to the Authority, upon Authority's request, a copy of each such report and work plan. The Authority's approval of or acceptance of any aspect of an Air Carrier's corrective work plan shall not be deemed or construed in any way as a representation that such item, activity, or practice complies with the ADA or the Access Act. As a condition of the privilege of operating at the Airport, each Air Carrier operating at the Airport shall indemnify, defend, and hold the Authority harmless from any and all costs incurred by Authority with respect to

such Air Carrier's failure to comply with the ADA or the Access Act for such Air Carrier's operations or any improvements made by such Air Carrier at the Airport.

- B. As a condition of the privilege of operating at the Airport, each Air Carrier shall comply in its operations at the Airport, at its own expense, with all Applicable Laws concerning the general area of civil rights, minorities, and accessibility, and the topics dealt with in subparagraph (a) above prescribed or promulgated by any Governmental Authority, whether foreseen or unforeseen or ordinary or extraordinary.

7.5 Policy of Open Access.

The Authority intends to maintain a policy of providing open access to the Airport for Air Carriers and other aeronautical users of the Airport and achieving balanced utilization of Airport facilities. In furtherance of that policy and its stated goals, (a) the Authority shall have control and possession of the Per Use Gates, which may be varied at the discretion of the Authority in accordance with such Signatory Airline's Space Rental Agreement, (b) the Authority reserves the right to require sharing and temporary use of a Signatory Airline's Preferential Use Gates and Related Terminal Area, and (c) the Authority reserves the right to recapture for use on a per Turn basis underutilized Gates and Related Terminal Area in accordance with such Signatory Airline's Space Rental Agreement.

ARTICLE 8

REPORTS AND AUDITS

8.1 Reports.

For the privilege of operating its Air Transportation Business at the Airport, each Air Carrier operating at the Airport must provide the following reports:

- A. Contents of Reports. Not later than the tenth (10th) day of each month of each Fiscal Year, each Air Carrier shall complete and file with the Authority, via the Authority's electronic portal or as otherwise directed by the Authority, the following information and data for the previous month:

1. Air Carrier's Revenue Aircraft Arrivals and Maximum Gross Landed Weight of Revenue Aircraft Arrivals;

2. Air Carrier's Enplaned Passengers, Deplaned Passengers and through passengers, with separate accounting for domestic and international and nonrevenue passengers;
3. Revenue Aircraft Arrivals, Enplaned Passengers, Deplaned Passengers, and through passengers, with separate accounting for domestic and international and nonrevenue passengers, and Maximum Gross Landed Weight of aircraft ground handled by Air Carrier and of its Affiliates;
4. The amount of enplaned and deplaned freight, mail and other cargo of or ground handled by Air Carrier;
5. Such information regarding the collection of PFCs as may be required in the FAA's final agency decision;
6. The number of Air Carrier's aircraft utilizing Authority's Per Use Gates on a daily Turn basis and the number of daily uses of Authority's Per Use Ticket Counters;
7. The number of Air Carrier's aircraft parked at designated aircraft parking locations and the number of 2 or more hour periods in each 24 hour period that aircraft were parked at aircraft parking locations;
8. The number of Air Carrier's arriving international passengers using the FIS Facilities; and
9. Such other information as may reasonably be required to be provided by Air Carriers operating at the Airport upon no less than ninety (90) days advance written notice from the Authority to the Air Carriers operating at the Airport.

The Authority may, but shall not be required to, rely on the reports submitted by the Air Carriers operating at the Airport in determining Airline Fees and Charges due hereunder. Acceptance of monthly reports and payments by the Authority does not constitute agreement by the Authority with the activities reported or amounts paid. The Authority may also rely on alternative sources of information, such as FAA statistics and electronic data collection systems, or shall be entitled to approximate such activity information using any sources or methods deemed reasonable by the Authority (e.g., using aircraft seats as a method to estimate passenger information), to determine Airline Fees and Charges due hereunder.

Use of such alternative sources and methods by the Authority shall not relieve any Air Carrier of its reporting obligations. To the extent there is a discrepancy between the information provided by an Air Carrier and information gathered from other sources, the Authority's determination as to the most reliable and accurate information shall be determinative; provided, however, that the Authority shall use reasonable efforts to reconcile any discrepancy. Each Air Carrier shall have full responsibility for the accuracy of its reports. Payment deficiencies due to incomplete or inaccurate activity reports may be subject to interest charges as set forth in this Resolution.

B. Passenger Facility Charge (PFC) Reports.

1. Quarterly Reports. In accordance with 14 CFR §158.65, each Air Carrier will submit quarterly PFC reports to the Authority, providing an accounting of funds collected and funds remitted. Said reports will state the total PFC Revenue collected, the total amount of PFC Revenue refunded to passengers, and the amount of collected revenue withheld by the Air Carrier for reimbursement of expenses in accordance with 14 CFR §158.53. The report must include the dates and amounts of each remittance for the quarter. The report must be submitted on or before the last day of the calendar month following the calendar quarter for which funds were collected.
2. Annual Reports. In accordance with 14 CFR §158.69(b)(3), if an Air Carrier collects PFCs from more than 50,000 passengers annually, it will submit a copy of its PFC account annual audit to Authority no later than six (6) calendar months after the close of the audited period.

8.2 Audits, Inspections, or Attestation Engagements.

- A. Notwithstanding the requirement for each Air Carrier to submit periodic reports, as a condition of operating at the Airport, each Air Carrier must allow the Authority or its representative, at any time during normal business hours, to initiate and perform audits, inspections, or attestation engagements of an Air Carrier's records to substantiate Airline Fees and Charges owed to the Authority hereunder or compliance by an Air Carrier with its other obligations and requirements hereunder. Each Air Carrier shall provide free and unrestricted access to such of its books and records, including records of parent, affiliate, and/or subsidiary companies and any subconsultants or subcontractors directly pertinent to its operations at the Airport and that the Authority determines are necessary to substantiate Airline Fees and

Charges owed to the Authority hereunder or compliance by an Air Carrier with its other obligations and requirements hereunder. If such records are kept at locations other than the Airport, such Air Carrier will arrange for said records to be brought to a location convenient to Authority's auditors to conduct the engagement as set forth in this Section, or the Authority's audit team may travel to the Air Carrier's location of records for the purpose of undertaking said engagement and such Air Carrier must pay all reasonable costs of transportation, food, and lodging for the Authority's audit team. In the event an Air Carrier maintains the requested records in electronic format, upon request by the Authority's auditors, the Air Carrier will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. The Authority has the right during the engagement to interview each Air Carrier's employees, subconsultants, and subcontractors and to make photocopies of records as needed. Absent a confidentiality agreement between the Authority and the Air Carrier, nothing contained herein shall impose an obligation upon an Air Carrier to disclose or present for inspection or audit hereunder books, records or other information that may be subject to confidential treatment as a trade secret, as defined under Applicable Laws, of an Air Carrier.

- B. Each Air Carrier will deliver or provide access to such records requested by Authority's auditors within fourteen (14) calendar days of the request at the initiation of the engagement and deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Authority will incur additional costs if records requested by the Authority's auditors are not provided in a timely manner and the amount of those costs is difficult to determine with certainty. Consequently, an Air Carrier may be charged liquidated damages of \$100.00, in addition to all other financial requirements, for each item in a records request, per calendar day, for each instance where an Air Carrier submits requested records to perform the engagement after the foregoing deadline. Accrual of the fee will continue each day until such records are delivered.
- C. If, as a result of any engagement, it is determined that an Air Carrier owes additional Airline Fees and Charges to the Authority, such Air Carrier must pay such amounts, and the Authority may assess interest as provided in Section 10.11 on the amount due from the date the amount was initially due until it is paid in full. If it is determined that an Air Carrier has underpaid Airline Fees and Charges by three percent (3%) or more for the period under review, such Air Carrier must also pay for the entire cost of the audit engagement. If as a result of any engagement,

it is established that an Air Carrier has over-reported Airline Fees and Charges or has paid Airline Fees and Charges greater than the sum due, the Authority shall refund to such Air Carrier any such overpayment.

- D. Each Air Carrier operating at the Airport must 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

### CALCULATION OF AND CHANGES TO AIRLINE FEES AND CHARGES

9.1 Calculation of Airline Fees and Charges. Airline Fees and Charges for any period shall be calculated as set forth below. All Airline Fees and Charges charged to a Non-Signatory Airline shall include the Non-Signatory Premium in addition to such Airline Fees and Charges.

A. Landing Fee Calculation. The Landing Fee shall be calculated on a residual basis as set forth in this Section 9.1(A). The Landing Fee per thousand pounds of landed weight for Signatory Airlines for any period shall be equal to the following:

1. All Costs allocable to the Airfield Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Airfield Cost and Revenue Center, plus
3. That portion of Costs allocable to the Roads and Grounds Cost Center for such period allocable to the Airfield Cost and Revenue Center, minus
4. Any Revenues received from any Person other than a Signatory Airline allocable to the Airfield Cost and Revenue Center and all fuel flowage fees for such period,
5. Divided by the estimated (or actual, when reconciling Airline Fees and Charges at the end of a period) total amount of Maximum Gross Landed Weight of all Air Carriers' aircraft at the Airport for such period.

B. Terminal Rental Rate. The Terminal Rental Rate per Rentable Square Foot for the Terminal Building for any period shall be equal to the following:

1. All Costs allocable to the Terminal Building Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Terminal Building Cost and Revenue Center, plus
3. That portion of Costs allocable to the Roads and Grounds Cost Center for such period allocable to the Terminal Building Cost and Revenue Center,
4. Divided by the number of Rentable Square Feet of space in the Terminal Building.

C. Airside Buildings Rental Rate. The Airside Buildings Rental Rate per Rentable Square Foot for the Airside Buildings for any period shall be equal to:

1. All Costs allocable to the Airside Buildings Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Airside Buildings Cost and Revenue Center, plus
3. That portion of Costs allocable to the Roads and Grounds Cost Center for such period allocable to the Airside Buildings Cost and Revenue Center,
4. Divided by the number of Rentable Square Feet of space in the Airside Buildings.

D. Passenger Transfer System Fee. The Passenger Transfer System Fee per Enplaned Passenger for Signatory Airlines for any period shall be equal to:

1. All Costs allocable to the Passenger Transfer System Cost and Revenue Center for such period, plus
2. That portion of Costs allocable to the Administrative Cost Center for such period allocable to the Passenger Transfer System Cost and Revenue Center, minus
3. The amount of Passenger Transfer System Fees paid by Non-Signatory Airlines for such period,

4. Divided by the number of Enplaned Passengers for all Air Carriers for such period,
  5. Multiplied by 97.2 percent, representing the percentage of Passenger Transfer System passengers consisting of Enplaned Passengers and Deplaned Passengers and Airline Parties (the "***Air Carrier Share***").
- E. Baggage Handling System Fee. The Baggage Handling System Fee per Enplaned Passenger for Signatory Airlines for any period shall be equal to:
1. All Costs allocable to the Baggage Handling System Cost and Revenue Center for such period, minus
  2. The amount of Baggage Handling System Fees paid by Non-Signatory Airlines for such period,
  3. Divided by the number of Enplaned Passengers for all Air Carriers for such period.
- F. Joint Use Charges. The Joint Use Charges for any period shall be equal to the following:
1. *For Joint Use Premises in the Terminal Building:* The Terminal Rental Rate for such period multiplied by the number of Rentable Square Feet of the Joint Use Premises located within the Terminal Building.
  2. *For Joint Use Premises in the Airside Buildings:* The Airside Buildings Rental Rate for such period multiplied by the number of Rentable Square Feet of the Joint Use Premises located within the Airside Buildings.
- G. Per Use Ticket Counter Fee. The Per Use Ticket Counter Fee for any period shall be equal to the following:
1. The number of Rentable Square Feet of space for Ticket Counters located within the Terminal Building not subject to a Space Rental Agreement, multiplied by the Terminal Rental Rate,
  2. Divided by the number of Ticket Counter positions not subject to a Space Rental Agreement,

3. Divided by the number of daily departures per Ticket Counter per day, as reasonably determined by the Authority, for such period,
  4. Multiplied by the Non-Signatory Premium.
- H. Per Use Gate Fee. The Per Use Gate Fee for any period shall be equal to the following:
1. The Standard Holdroom Square Footage, multiplied by the Airside Buildings Rental Rate,
  2. Divided by the number of Turns for each Per Use Gate per day, as reasonably determined by the Authority, for such period,
  3. Multiplied by the Non-Signatory Premium.
- I. Aircraft Parking Fee. The Aircraft Parking Fee for any period shall be equal to the amount determined by the Authority.
- J. Airline Terminal Support Fee. The Airline Terminal Support Fee per Enplaned Passenger for any Signatory Airline for any period shall be equal to the following:
1. All Costs allocable to the Airline Terminal Support Cost and Revenue Center for such period, minus
  2. The amount of Airline Terminal Support Fees paid by Non-Signatory Airlines for such period,
  3. Divided by the number of Enplaned Passengers for all Air Carriers for such period.
- K. For purposes of assigning and allocating Costs, the Authority shall utilize generally accepted accounting practices as applicable to airports operating as an enterprise fund and include only those charges properly attributable to the Airport System.
- L. Should the Authority transfer land from the Land Bank Cost Center to another Cost and Revenue Center, it shall do so at the historical cost of such land plus the cost of any improvements thereto.

9.2 Annual Rate Changes.

- A. No later than forty-five (45) days prior to the end of each Fiscal Year, the Authority will notify the Air Carriers operating at the Airport of the proposed schedule of rates for Airline Fees and Charges for the ensuing Fiscal Year, including the Authority's proposed operating and capital budgets. Said rates shall be determined and presented to the Air Carriers substantially in conformance with the methods and format set forth in Section 9.1. In addition, the Authority shall notify the Air Carriers in writing of its intent to undertake any Capital Projects during such ensuing Fiscal Year.
- B. The Air Carriers, through the AAAC, shall have the right to review and comment upon the proposed operating and capital budgets. No later than thirty (30) days after the forwarding of the proposed schedule of rates for Airline Fees and Charges, the Authority will meet with the AAAC at a mutually convenient time for the purpose of discussing such Airline Fees and Charges. In advance of said meeting, the Authority shall make available to the AAAC any reasonably requested additional information relating to the determination of the proposed rates. Authority agrees to fully consider the comments and recommendations of the Air Carriers prior to finalizing its schedule of Airline Fees and Charges for the ensuing Fiscal Year.
- C. Following said meeting, and following Authority Board approval, and prior to the end of the then current Fiscal Year, Authority shall notify all of the Air Carriers operating at the Airport of the Airline Fees and Charges to be established for the ensuing Fiscal Year.
- D. If calculation of the new Airline Fees and Charges is not completed by the Authority and the notice provided in Paragraph 9.2(C) is not given on or prior to the end of the then current Fiscal Year, the Airline Fees and Charges then in effect shall continue to be paid by the Air Carriers operating at the Airport until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, the Authority shall determine the difference(s), if any, between the actual Airline Fees and Charges paid by each Air Carrier for the then current Fiscal Year and the Airline Fees and Charges that would have been paid by such Air Carrier if said Airline Fees and Charges had been in effect beginning on the first day of the Fiscal Year. Said difference(s), if any, shall be applied to the particular Airline Fees and Charges for which a

difference(s) in rates resulted in an overpayment or underpayment, and shall be remitted by the Air Carrier or credited or refunded by Authority in the month immediately following the calculation of the new Fiscal Year rates and the giving of written notice thereof to the Air Carriers by the Authority.

9.3 Other Rate Changes.

Rates for Airline Fees and Charges may be changed at any other time that unaudited monthly Authority financial data indicates that total Airline Fees and Charges payable pursuant to the then current rate schedules are reasonably estimated and anticipated by the Authority to increase or decrease by more than five percent (5%) from the total Airline Fees and Charges that would be payable based upon the use of the monthly financial data then available for said Fiscal Year. Rates for Airline Fees and Charges may also be changed whenever required by the terms and provisions of the Trust Agreement or Other Financing Documents.

9.4 Settlement and Revenue Sharing.

A. The Authority shall use commercially reasonable efforts to recalculate Airline Fees and Charges for the preceding Fiscal Year within one hundred twenty (120) days following the close of each Fiscal Year, or as soon as final Authority financial data for said Fiscal Year is available, using audited financial data and the methodology set forth in Section 9.1. The AAAC shall have reasonable access to the records of the Authority and shall have the right to audit the financial data used in connection with such recalculation. Upon the determination of any difference(s) between the actual Airline Fees and Charges paid by a Signatory Airline during the preceding Fiscal Year and the Airline Fees and Charges that would have been paid by such Signatory Airline using said recalculated rates, Authority shall, in the event of overpayment, promptly refund or credit to such Signatory Airline the amount of such overpayment within thirty (30) days, and in the event of underpayment, invoice such Signatory Airline for the amount of such underpayment, which invoiced amount shall be due within thirty (30) days of the invoice mailing date.

B. After payment of all Costs of the Airport System and Authority-funded Capital Projects for each Fiscal Year, including a minimum contribution to unrestricted reserves of no less than Ten Million Dollars (\$10,000,000) per Fiscal Year, ten percent (10%) of the pro rata share of Revenues consisting of any remaining Revenues for such Fiscal Year derived from parking and concessions (including food and beverage, hotel, general merchandise, car rentals and ground transportation) shall be divided among the Signatory Airlines based upon each

such Signatory Airline's Enplaned Passengers as a percentage of the total Enplaned Passengers of all Signatory Airlines for that Fiscal Year. For the avoidance of doubt, calculation of Revenue sharing is summarized in the table below:

<b>Total Revenues</b>	[A]
Less:	
O&M Expenditures	[B]
O&M Reserve Requirement	[C]
Authority Funded Capital	[D]
Debt Service	[E]
Contribution to Reserves	[F]
<b>Net Remaining Revenues before Revenue Sharing</b>	[A] minus (B+C+D+E+F) = [G]
Parking and Concessions Revenues [H] as % of Total Revenues [A]	$[H] / [A] = [Y]\%$
Parking and Concessions Revenue Sharing Pool	$[G] \times [Y]\% = [I]$
Airline Revenue Share of remaining Parking and Concessions Revenues	$[I] \times 10\% = [J]$
<b>Airline Revenue Share</b>	[J]

ARTICLE 10  
PAYMENTS

Each Air Carrier shall pay Authority the Airline Fees and Charges set forth in this Article 10 for use of the Airport during the period such Air Carrier operates at the Airport; provided, however, that itinerant and non-scheduled charter Air Carriers may instead pay such fees to a Ground Handler. For the right and privilege

of operating its Air Transportation Business at the Airport, each Air Carrier operating at the Airport shall pay to Authority, in lawful money of the United States of America, the following:

10.1 Landing Fees.

Each Air Carrier must pay monthly to the Authority Landing Fees for Chargeable Landings for the preceding month. An Air Carrier's Landing Fees shall be determined as the product of the Landing Fee rate for the period, calculated in accordance with Section 9.1(A), and such Air Carrier's total landed weight for the month. An Air Carrier's landed weight for the month shall be determined as the sum of the products obtained by multiplying the Maximum Gross Landed Weight of each type of such Air Carrier's aircraft by the number of Chargeable Landings of each such aircraft during such month.

10.2 Per Use Facility and FIS Fees.

Each Air Carrier must pay a Per Use Ticket Counter Fee for each use of a Per Use Ticket Counter and a Per Use Gate Fee for each use of a Per Use Gate in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the Air Carriers operating at the Airport as set forth in accordance with Section 9.1(G) and (H). Each Air Carrier operating international flights subject to FIS screening shall pay the FIS Fee established by the Authority for each eligible international passenger.

10.3 Joint Use Charges and Per Passenger Fees.

- A. Each Air Carrier must pay its allocable share of the Joint Use Charges determined pursuant to the Joint Use Formula for the use of the Joint Use Premises in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(F).
- B. Each Air Carrier must pay its allocable share of the Passenger Transfer System Fees determined pursuant to the Joint Use Formula for the use of the Passenger Transfer System in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(D).
- C. Each Air Carrier must pay its allocable share of the Baggage Handling System Fees determined pursuant to the Joint Use Formula for the use of the Baggage

Handling System in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(E).

- D. Each Air Carrier must pay its allocable share of the Airline Terminal Support Fees determined pursuant to the Joint Use Formula for the use of the systems included in the Airline Terminal Support Cost and Revenue Center in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(J).

10.4 Aircraft Parking Fees.

Each Air Carrier must pay Aircraft Parking Fees for parking aircraft on the Terminal Aircraft Apron in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1(I).

10.5 Airline Premises Rent.

Each Signatory Airline that has entered into a Space Rental Agreement with respect to Office and Club Premises or Preferential Use Premises within the Terminal Complex must pay monthly rent per Rentable Square Foot of its Airline Premises ("**Airline Premises Rent**") within the Terminal Building and the Airside Buildings in accordance with the schedule of Airline Fees and Charges established by the Authority from time to time following consultation with the AAAC as set forth in accordance with Section 9.1 and the Space Rental Agreement.

10.6 Passenger Facility Charges.

- A. Authority reserves the right to assess and collect PFCs subject to the terms and conditions set forth in 49 U.S.C. § 40117 (the "**PFC Act**") and the rules and regulations thereunder, 14 C.F.R. Part 158 (the "**PFC Regulations**"), as they may be supplemented or amended from time to time. Each Air Carrier operating at the Airport must collect FAA-approved PFCs imposed by Authority from all eligible passengers it enplanes at the Airport. On or before the last day of each month, each such Air Carrier must remit to the Authority all PFC revenue collected for the previous month, less any compensation provided for under 14 CFR §158.53(a), together with all reports required under §158.65.

- B. If an Air Carrier transports passengers from the Airport on such Air Carrier's aircraft chartered by a charter airline or tour operator issuing passenger tickets other than those of such Air Carrier, the Air Carrier will provide Authority with a schedule detailing the date and time of the flight and the number of Enplaned Passengers. Such Air Carrier shall pay the required PFC amount due Authority in a timely manner and may seek reimbursement from the charter airline or tour operator with no liability to Authority.
- C. Each Air Carrier shall hold the net principal amount of all PFCs that are collected by such Air Carrier or its agents on behalf of the Authority pursuant to the PFC Act and the PFC Regulations in trust for the Authority. For purposes of this Section, net principal amount shall mean the total principal amount of all PFCs that are collected by an Air Carrier or its agents on behalf of the Authority, reduced by all amounts that such Air Carrier is permitted to retain pursuant to § 158.53(a) of the PFC Regulations (such net principal amount known as "**PFC Revenue**"). By operating at the Airport, each Air Carrier acknowledges that all PFC Revenue collected for the Authority neither belongs to nor is owned by such Air Carrier except to the extent set forth in applicable Federal law and, unless the status of PFC Revenue in the possession of an Air Carrier is characterized in a separate manner under FAA regulations (in which case such characterization shall prevail), that such PFC Revenue is held in trust by such Air Carrier for the exclusive use and benefit of the Authority. No Air Carrier may make any claim in any document or proceeding that, for PFC Revenue collected by such Air Carrier on behalf of the Authority, the Air Carrier has any legal or equitable interest in such PFC Revenue, except to the extent such Air Carrier is specifically granted such interest by Federal statute or regulation, including the right of reimbursement from such PFC funds for the Air Carrier's costs of collection.
- D. Any late payment by an Air Carrier of PFCs may be subject to late fees computed at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate permitted by Applicable Law, from the due date until paid, to the extent allowed by Applicable Law.
- E. The Authority has given to the United States of America, acting by and through the FAA, certain assurances under the PFC Act and the PFC Regulations, including Appendix A thereto (the "**PFC Assurances**"), and this Resolution shall be subordinate and subject to all PFC Assurances. In the event the FAA requires any modification of this Resolution as a condition precedent to the Authority's collection

of PFCs or as a means to effect Authority's compliance with the PFC Act, the PFC Regulations, or the PFC Assurances, this Resolution may be modified as may reasonably be required for the Authority to collect PFCs or to comply with the PFC Act, PFC Regulations, and/or PFC Assurances.

10.7 Extraordinary Service Charges.

Each Air Carrier shall pay Extraordinary Service Charges, if applicable, as evidenced by Extraordinary Service Charge authorizations executed by such Air Carrier for such extraordinary additional equipment and services provided by Authority for its use (e.g., Club room finishes, or any other systems or equipment that are unique or special to such Air Carrier's operation) or work or services performed or provided by the Authority pursuant to this Resolution, plus an Administrative Charge. An Air Carrier's charges for Authority purchased Terminal Complex equipment shall be as set forth in a separate agreement with Authority.

10.8 Other Fees and Charges.

The Authority expressly reserves the right to assess and collect the following:

- A. Reasonable and non-discriminatory fees for handling services provided by an Air Carrier for Air Carriers that are not an Affiliate of the handling Air Carrier, if such services or concessions would otherwise be available from a concessionaire or licensee of Authority.
- B. Reasonable and non-discriminatory fees and charges for services, concessions or facilities not enumerated in this Resolution but provided by the Authority or its contractors and utilized by an Air Carrier including, but not limited to, special maintenance of equipment, vehicle storage areas, and remote ramp aircraft parking fees, plus Administrative Charges on the foregoing.
- C. Pro rata shares of any charges for the provision of any services or facilities which the Authority is required or mandated to provide by any Governmental Authority (other than the Authority acting within its proprietary capacity) having jurisdiction over the Airport.
- D. Each Air Carrier operating at the Airport must pay all costs of operating its 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 Air Carrier's use and occupancy of the Airport, and any improvements thereto or leasehold estate created therein, or assessed on any payments made by Air Carrier hereunder, whether levied against such Air Carrier or the Authority. Each Air Carrier operating at the Airport must pay any applicable taxes, fees, or assessments against any such leasehold estate held by such Air Carrier. Each Air Carrier must pay the taxes, fees, or assessments as reflected in a notice such Air Carrier receives from the Authority or any taxing authority within thirty (30) days after such Air Carrier'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 the Authority, but for which the Authority receives the notice, the Authority shall provide such notice to the affected Air Carrier or Air Carriers within a reasonable period of the Authority's receipt thereof. Upon request of an Air Carrier, the Authority will attempt to cause a taxing authority to send the applicable tax bills directly to such Air Carrier, and such Air Carrier shall remit payment directly to the taxing authority. If an Air Carrier disputes any tax, fee, or assessment, the Air Carrier must do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.

- E. Each Air Carrier operating at the Airport shall pay to the Authority from time to time reasonable and non-discriminatory permit fees as established by the Authority for right to exercise certain privileges not otherwise provided for herein, as determined by the Authority from time to time.

#### 10.9 Employee Parking Fees.

Employee parking permits are required for employees of Air Carriers to park within the employee parking lots and may also be required by the Authority for parking vehicles within an Air Carrier's leased or common use operational areas. The Authority reserves the right to charge an Air Carrier or its employees a reasonable fee for Airport parking. If Air Carrier is invoiced by Authority for such parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.

#### 10.10 Payment of Airline Fees and Charges.

- A. Payment of Landing Fees, Per Use Gate Fees, Per Use Ticket Counter Fees, FIS Fees, Joint Use Charges, Baggage Handling System Fees, Passenger Transfer System Fees, Airline Terminal Support Fees, and Aircraft Parking Fees, shall be

due and shall be deemed delinquent if not received within fifteen (15) days after the date of the invoice from the Authority therefor.

- B. Payment of Airline Premises Rent under Section 10.5 shall be due and payable on the first day of each month, in advance, without invoice, and shall be delinquent if not received by the tenth (10<sup>th</sup>) day of each month.
- C. Payment of fees payable on account of any concession type activity shall be due without demand or invoice on the fifteenth (15<sup>th</sup>) day following the month revenue is earned by an Air Carrier and shall be deemed delinquent if payment is not received within thirty (30) days after the due date.
- D. Payment for all other Airline Fees and Charges due the Authority shall be due fifteen (15) days from the Authority's issuance of an invoice therefor and shall be deemed delinquent if payment is not received within ten (10) days after the due date for such amounts.

10.11 Interest on Delinquent Payments.

- A. In addition to any other right or action available to the Authority, in the event an Air Carrier is delinquent in paying to the Authority any Airline Fees and Charges, Authority may charge such Air Carrier interest thereon at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law, from the date such payment was due and payable until paid.

10.12 Place of Payments.

Each Air Carrier will submit all payments required by this Resolution as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to  
[Receivables@TampaAirport.com](mailto:Receivables@TampaAirport.com)

or

(MAIL DELIVERY)

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

or

(HAND DELIVERY)

Hillsborough County Aviation Authority  
Attn: Finance Department  
Tampa International Airport  
4160 George J. Bean Parkway  
Suite 2400, Administration Building  
2nd Level, Red Side  
Tampa, Florida 33607

ARTICLE 11  
SECURITY FOR PAYMENT

11.1 Payment Security Requirements.

- A. Unless an Air Carrier has maintained operations at the Airport during the eighteen (18) months prior to the Effective Date of this Resolution without the occurrence of any failure to pay within sixty (60) days or more of the due date under this Resolution or the Existing Agreement, an Air Carrier, other than an itinerant or nonscheduled charter Air Carrier, must provide the Authority on or before the Commencement Date with an acceptable bond, irrevocable letter of credit or other similar security acceptable to the Authority in an amount equal to the estimate of three months' Airline Fees and Charges (excluding PFCs) payable by such Air Carrier for its operations at the Airport, to guarantee the faithful performance by such Air Carrier of its obligations under this Resolution and the payment of all Airline Fees and Charges due hereunder ("**Payment Security**"). Each Air Carrier will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which such Air Carrier commits no default under this Resolution. Such Payment Security will be in a form and with a surety 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 or if such Payment Security is canceled, the Air Carrier must 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.
- B. In the event Authority is required to draw down or collect against an Air Carrier's Payment Security for any reason, the Air Carrier must, within 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 months' estimated Airline Fees and Charges (excluding PFCs) or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three months' estimated Airline Fees and Charges (excluding PFCs) payable by such Air Carrier.

- C. In addition to the foregoing, upon the occurrence of any act or omission by an Air Carrier that would constitute a default under this Resolution, or the Authority deems itself insecure based upon a change in an Air Carrier's financial standing, the Authority, by written notice to such Air Carrier, may impose or re-impose the requirements of this Section 11.1 upon such Air Carrier. In such event, the Air Carrier 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 such Air Carrier commits no additional act or omission that would constitute a default under in this Resolution.
- D. Subject to the provisions in this Article 11, the Payment Security will be returned within ninety (90) days following an Air Carrier's cessation of service at the Airport, subject to the satisfactory performance by such Air Carrier of all terms, conditions, and requirements contained herein.

## ARTICLE 12

### INDEMNIFICATION

- A. For the privilege of conducting its Air Transportation Business at the Airport, to the maximum extent permitted by Florida law, in addition to each Air Carrier's obligation to provide, pay for and maintain insurance as required under Article 14 of this Resolution, each Air Carrier 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 Air Carrier's or any of its Airline Party's:
1. Presence on, use or occupancy of Authority property;
  2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. Any breach of the terms of this Resolution;
4. Compliance, non-compliance or purported compliance with this Resolution;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

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, its members, officers, agents, employees and volunteers.

B. In addition to the foregoing duty to indemnify and hold harmless, each Air Carrier will have the separate and independent duty to defend the Authority and each other Indemnified Party from all suits, claims, proceedings, or actions of any nature seeking damages, equitable or injunctive relief expenses, losses, costs, royalties, fines or 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 Air Carrier's or any Airline Party's:

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. Any breach of the terms of this Resolution;
4. Compliance, non-compliance or purported compliance with this Resolution;
5. Violation of any Applicable Laws; and/or
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

whether it is caused in part by Authority or another Indemnified Party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to an Air Carrier operating at the Airport 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, 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 Florida Statute. §725.06(2)-(3) or Florida Statute §725.08, then with respect to the part so limited, Air Carrier agrees to the following: To the maximum extent permitted by Florida law, Air Carrier will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Air Carrier or any Airline Party.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06 (1) or any other Applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) coverage amount of Commercial General Liability Insurance required to be carried by an Air Carrier under this Resolution or (ii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained by an Air Carrier under this Resolution.
- E. In addition to the requirements stated above, to the extent required by a FDOT Public Transportation Grant Agreement and to the fullest extent permitted by Applicable Laws, the Air Carrier shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Air Carrier and persons employed or utilized by the Air Carrier in the performance of this Resolution. This indemnification in this paragraph shall survive the termination of this Resolution. 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. Each Air Carrier's obligations to defend and indemnify as described in this Article will survive until it is determined by final judgment that any suit, claim or other action against the Authority or any Indemnified Party for which it is entitled to

indemnification and defense hereunder is 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 the Authority or any Indemnified Party may have under the doctrine of sovereign immunity under common law or statute.
- H. The Authority and the Indemnified Parties may, at their option, participate in the defense of any suit, without relieving any Air Carrier of any of its obligations under this Article.
- I. If the above paragraphs A – H or any part of paragraphs A – H are deemed to conflict in any way with any Applicable Laws, the paragraph or part of the paragraph will be considered modified by such law to remedy the conflict.

ARTICLE 13  
NO INDIVIDUAL LIABILITY

No Board 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 Resolution or because of any breach thereof.

ARTICLE 14  
INSURANCE

14.1 Insurance Terms and Conditions.

For the privilege of conducting its Air Transportation Business at the Airport, each Air Carrier operating at the Airport must maintain the following limits and insurance coverages uninterrupted or amended through the period such Air Carrier operates its Air Transportation Business at the Airport, subject to the Authority's right to modify the insurance requirements as set forth in this Resolution. In the event an Air Carrier fails to comply with the following requirements, the Authority reserves the right to take whatever actions it deems necessary to protect its interests. Required liability policies other than Workers' Compensation / Employer's Liability will provide that the Authority and the Indemnified Parties are included as additional insureds.

14.2 Limits and Requirements.

- A. Workers' Compensation / Employer's Liability.

The minimum limits of Workers' Compensation / Employer's Liability insurance, inclusive of any amount provided by an umbrella or excess policy, are:

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

B. Aviation/Airline Liability Insurance.

Each Air Carrier at all times that it is operating at the Airport shall maintain Aviation/Airline Liability Insurance coverage that includes, but is not limited to, Premises and Operations, Personal and Advertising Injury, Contractual Liability, Products and Completed Operations, Hangarkeeper's and Liquor Liability. Coverage will be applicable to the operation of all unlicensed motor vehicles and ground equipment operating within the AOA at the Airport. Additional insured coverage will be on a form that provides coverage in a manner no more restrictive than ISO Form CG 20 10 10 01. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, covering an Air Carrier's operations at the Airport will be:

<u>Aviation/Airline Liability:</u>	<u>Resolution Specific:</u>
Bodily & Personal Injury	\$100,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

Sublimits to be provided through the Aviation/Airline Liability or separate policy:

Personal Injury (non-passengers)	\$25,000,000 Each Occurrence
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Liquor Liability Coverage:

Liquor Liability Coverage will be maintained for any facility of Air Carrier serving alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.

Hangarkeeper's Liability Coverage:

Hangarkeeper's Liability Coverage will be maintained in an amount adequate to cover any non-owned property in the care, custody, and control of an Air Carrier on the Airport, but in any event, in an amount not less than \$5,000,000 per occurrence.

Motor Vehicle Liability Insurance:

Each Air Carrier at all times that it is operating at the Airport will maintain Motor Vehicle Liability Insurance as to the ownership, maintenance, and use of owned, non-owned, or leased vehicles and ground service equipment operated at the Airport. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, will be:

Bodily & Personal Injury	\$5,000,000 Combined Single Limit &
Property Damage Liability	each Occurrence & Aggregate

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

C. Aircraft Liability Insurance.

Each Air Carrier at all times that it is operating at the Airport will maintain Aircraft Liability Insurance by for all owned, non-owned, leased or hired aircraft, including passenger coverage. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, covering the work performed pursuant to this Resolution will be:

Bodily Injury, Personal Injury and Property Damage Liability Combined Single Limit, Each Occurrence & Aggregate	\$100,000,000
Personal Injury (non-passengers) Each Occurrence	\$25,000,000

D. Business Automobile Liability Insurance.

Each Air Carrier at all times that it is operating at the Airport will maintain Business Automobile Liability Insurance as to the ownership, maintenance, and use of all licensed or unlicensed, owned, non-owned, leased or hired vehicles and ground service equipment operated at the Airport. Coverage shall be no more restrictive than ISO form CA 00 01. The minimum limits of insurance, inclusive of any amounts provided by an umbrella or excess policy, covering the work performed pursuant to this Resolution will be:

Bodily & Personal Injury Property Damage Liability	\$5,000,000 Combined Single Limit & each Occurrence & Aggregate
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Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

E. Cyber Liability & Data Storage.

The Air Carrier shall purchase and maintain at all times that it is operating at the Airport, and for a period of three years thereafter, Cyber Liability Insurance, for services completed during operations at the Airport. Such insurance shall cover, at a minimum, the following:

1. **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;
2. **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;
3. **Digital Asset Protection**, including costs to reconstruct, restore or replace damaged software and data;
4. **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;
5. **Cyber-Extortion Coverage**, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks. Coverage for the Air Carrier shall extend to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
6. **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, 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

7. 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 contract effective date, the Air Carrier 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 Resolution.

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

14.3 Waiver of Subrogation.

Air Carrier, for itself and on behalf of its insurers, as a condition to operating at the Airport, to the fullest extent permitted by Applicable Law without voiding the insurance required by the Resolution, shall waive all rights against Authority and any Indemnified Party for damages or loss to the extent covered and paid for by any insurance maintained by Air Carrier.

14.4 Conditions of Acceptance.

The insurance maintained by Air Carrier must conform at all times with the Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, in effect as of the Effective Date and as amended from time to time.

14.5 Certificates of Insurance.

Prior to commencing operations at the Airport and annually thereafter, each Air Carrier must provide a certificate of insurance to the Authority evidencing the foregoing insurance coverages and minimum limits. Each certificate of insurance shall provide that such policies shall be primary to any other policies of insurance maintained by the Authority and shall provide that such policies cannot be canceled or changed in any manner that may adversely affect the Authority, except after the issuing company has mailed thirty (30) days' prior written notice to the CEO. Each Air Carrier must advise the Authority of any notice of cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action, provided that an Air Carrier shall provide notice within five (5) days for non-payment of premium. Any and all deductibles in the insurance policies described above shall be assumed by and be for the account of, and at the sole risk of, the Air Carrier. The workers' compensation insurance requirement of this Article may be satisfied by self-insurance evidenced by a certificate of self-insurance that complies with the requirements of the Applicable Laws of the State. Each Air Carrier shall deliver to the CEO, on or before the date of the renewal of any policy of insurance required hereunder, a renewal certificate that shall conform to the requirements set forth in this Section for the original certificates.

ARTICLE 15  
UTILITIES

15.1 Utility Services.

Each Air Carrier operating at the Airport shall 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 telecommunication services.

15.2 Cabling Infrastructure.

The Authority owns and maintains the Airport's premises-wide distribution system cable infrastructure supporting telephone and data transmission generated within, to and from the Airline Premises. An Air Carrier may use Authority's fiber optic cabling infrastructure for voice and data connectivity. Any Air Carrier using the Authority's cabling infrastructure must pay monthly fees, as established on an annual basis by the Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of fiber or additional strands of fiber will be at an Air Carrier's expense. If an Air Carrier installs electronic visual information display systems

("EVIDS"), such Air Carrier must use the Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at such Air Carrier's cost and may be performed by the Authority or by an outside vendor approved by the Authority, subject to a Tenant Work Permit.

## ARTICLE 16

### SUBORDINATION TO TRUST AGREEMENT

- A. This Resolution and all rights of any Air Carrier 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 Resolution 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 the Authority. Conflicts between this Resolution and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify the Air Carriers 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 Resolution or materially impact the levels of Airline Fees and Charges paid by the Air Carriers.
- 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**"), no Air Carrier may 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 Airline 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 any Air Carrier 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 no Air Carrier may elect to take depreciation on any portion of the Airline Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 17  
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 Resolution are non-exclusive and the Authority herein reserves the right to grant similar privileges to others, including but not limited to other tenants or occupants on other parts of the Airport.

ARTICLE 18  
RULES AND REGULATIONS: COMPLIANCE WITH LAWS

18.1 Rules and Regulations.

Each Air Carrier operating at the Airport must observe and obey (and require its Airline Parties to observe and obey and exercise diligent efforts to require its passengers, guests, invitees, and those doing business with such Air Carrier to observe and obey) the Rules and Regulations, as they may from time to time be promulgated or amended for reasons of safety, health, sanitation, and good order; provided, however, that such Rules and Regulations shall not be inconsistent with this Resolution or be inconsistent with the rules and regulations of any Federal agency having jurisdiction with respect to Air Carriers or their operations. The obligation of an Air Carrier to use its diligent efforts to require such observance and obedience on the part of its passengers, guests, invitees, and business visitors shall apply only while such persons are in the Terminal Complex. In the event of any conflict between requirements of Applicable Laws and the Rules and Regulations, the more restrictive requirement shall apply, as long as compliance with a more restrictive Rule or Regulation does not violate a requirement of any Applicable Law.

18.2 Observance and Compliance with Laws.

Each Air Carrier operating at the Airport must, in connection with its operations, observe and comply with, and pay all taxes and obtain all licenses, permits, certificates, and other authorizations required by, all Applicable Laws, including, but not limited to, all rules, regulations, and directives of the FAA or the TSA, as applicable to such Air Carrier, as such requirements may be amended or interpreted by the FAA from time to time; provided, however, that nothing herein shall be construed to limit or diminish the right of an Air Carrier, at its own cost, risk, and expense, to contest, by appropriate judicial or administrative proceeding, the applicability or the legal or constitutional validity of any such Applicable Law.

ARTICLE 19  
GOVERNMENT INCLUSION

19.1 Subordination to Federal Agreements.

This Resolution will be 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 Resolution 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 Resolution, 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 Resolution in order to resolve such conflict or violation.

19.2 Federal Government's Emergency Clause.

All provisions of this Resolution 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 Resolution inconsistent with the operations of the Airport by the United States of America.

19.3 Security.

Each Air Carrier and its Airline 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. If an Air Carrier or any of its Airline Parties shall 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 terms of this Resolution, such Air Carrier shall be responsible and shall reimburse the Authority in the full amount of any such monetary penalty or other damages; provided, however, that such Air Carrier may protest the assessment of any such penalty or other damages as long as the Authority is reimbursed for the full amount of any payments made by the Authority.

ARTICLE 20  
NON-DISCRIMINATION

- A. The provisions of this Article 20 apply to all activities undertaken by an Air Carrier at the Airport. Failure to comply with the terms of these provisions may be sufficient grounds to:
1. Terminate any agreement between an Air Carrier and the Authority;
  2. Seek suspension/debarment of an Air Carrier; or
  3. Take any other action determined to be appropriate by Authority or the FAA.
- B. Civil Rights. Each Air Carrier shall, in connection with its operations at, to and from the Airport, observe and comply with those requirements of the FAA set forth in **Exhibit A**, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

Each Air Carrier must 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 an Air Carrier transfers its obligation to another, the transferee is obligated in the same manner as the Air Carrier.

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

ARTICLE 21  
ENVIRONMENTAL

21.1 General Conditions.

For the privilege of and as a condition to conducting its Air Transportation Business at the Airport, to the maximum extent permitted by State law, each Air Carrier must comply, and cause all of its Airline Parties to comply, with all applicable Environmental Laws, the provisions of this Article 21, and the Rules and Regulations in connection with its use and occupancy of its Airline Premises, if any, and any portion of the Airport. In the event of any noncompliance with applicable Environmental Laws or Rules and Regulations by an Air Carrier or any of its Airline Parties at the Airport, such Air Carrier must take prompt and

appropriate action to address the conditions causing the noncompliance and return to full compliance. In the event of any conflict between requirements of applicable Environmental Laws and the Rules and Regulations, the more restrictive requirement shall apply; provided, however, as long as compliance with a more restrictive Rule or Regulation does not violate a requirement of any Environmental Law.

Notwithstanding any other provisions of this Resolution, and in addition to any and all other requirements of this Resolution, each Air Carrier operating at the Airport must comply with the following:

- A. Air Carrier must comply with all applicable Environmental Laws that apply to such Air Carrier's facilities or operations at the Airport. Such Environmental Laws change from time to time, and each Air Carrier is obligated to keep informed of any such future changes.
- B. In addition to any indemnification requirements set forth elsewhere in this Resolution, as a condition of conducting its Air Transportation Business at the Airport, to the maximum extent permitted by State law, each Air Carrier will indemnify and defend and hold harmless the 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 Air Carrier of such applicable Environmental Laws and for any non-compliance by Air Carrier with any permits issued to Air Carrier pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by such Air Carrier or any of its Airline Parties at 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 such Air Carrier's or its Airline Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at the Airport; (iii) any breach by such Air Carrier of any of the requirements of this Article 21; (iv) such Air Carrier's failure to remediate Hazardous Substances as required by this Resolution; 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 an Air Carrier or its Airline Parties or against the Authority by reason of an Air Carrier's or its Airline Parties' violation or non-compliance with Environmental Laws. Each Air Carrier's obligations hereunder will survive the termination of Air Carrier's operations at the

Airport, 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, the Authority may not recover the same funds from an Air Carrier; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 12 to the extent applicable.

- C. Each Air Carrier must cooperate with any investigation, audit, or inquiry by the Authority or any Governmental Authority regarding a possible violation of any Environmental Law upon the Airport.
- D. All remedies of the Authority as provided herein with regard to violation of any Environmental Laws will be deemed cumulative in nature and will survive termination of an Air Carrier's operations at the Airport.
- E. Each Air Carrier must provide any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein to Authority within 24 hours of receipt by an Air Carrier or such Air Carrier's agent. In the event the 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 the impacted Air Carrier(s). Any violation or notice of violation or non-compliance with Environmental Law must be rectified by an Air Carrier within thirty (30) days after notice thereof or, if such violation or non-compliance cannot be rectified within such period, the Air Carrier must begin remediating such violation or non-compliance within such thirty (30) day period and continuously and diligently complete such remediation.

21.2 Environmental Considerations.

- A. Each Air Carrier operating at the Airport will establish and maintain standard industry controls, procedures and mechanisms designed to prevent or respond to a discharge or spill of any Hazardous Substance by such Air Carrier and any of its Airline Parties into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Airport. In addition, no such Air Carrier or its Airline Parties may discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable Environmental Laws, in a manner satisfactory to

the 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.

- B. If an Air Carrier is deemed to be a generator of hazardous waste, as defined by applicable Environmental Laws, such Air Carrier must obtain a generator identification number from the U. S. EPA and comply with all applicable Environmental 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. Each Air Carrier must provide the Authority, within ten (10) days after the Authority's request, copies of then-current hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests required by applicable Environmental Laws to be maintained which have been prepared or issued in connection with such Air Carrier's use of the Airport.
- D. At or before the termination of its operations at the Airport, each Air Carrier must dispose of all solid and hazardous wastes and containers in compliance with all applicable Environmental Laws. Upon the Authority's request, copies of all waste manifests required to be retained under applicable Environmental Laws must be provided an Air Carrier to the Authority at least thirty (30) days prior to the conclusion of such Air Carrier's operations at the Airport.

#### 21.3 Prior Environmental Impacts.

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

#### 21.4 Off-Site Environmental Impacts.

Nothing in this Article will be construed to make an Air Carrier liable in any way for any environmental impacts or releases of Hazardous Substances affecting the Airport that occur by reason of the migration or flow onto or into the Airport from verifiable or documented off-site environmental impact that is not attributable to an Air Carrier's activities.

21.5 Petroleum Storage Systems.

- A. Each Air Carrier, at its expense, must at all times comply with all Environmental Laws, including but not limited to, 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 Environmental Planning Commission, as they 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. Each Air Carrier that owns or operates any such system or tank at the Airport 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 owned or operated by an Air Carrier at the Airport must be registered by such Air Carrier, and the Air Carrier must display the registration placard as required by Applicable Laws.
- B. Each Air Carrier must train its employees and employees of fuel suppliers regarding 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 at the Airport on behalf of an Air Carrier must be attended by a person who has completed an FAA-approved aircraft fueling training program. Each Air Carrier must comply with all requirements of 40 CFR Part 112, as they may be revised or amended. As a result, each Air Carrier must prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products must be in compliance with FDEP regulations as well as EPC's requirements.
- C. Each Air Carrier must 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. Each Air Carrier must provide adequate fire extinguishers and must establish a fuel dispensing operations manual for its employees and employees of fuel suppliers and submit a copy to the Authority.
- D. Each Air Carrier is responsible for all costs and expenses that may be incurred in order to comply with this Article.

## 21.6 Stormwater.

Certain properties on Authority-owned land are subject to stormwater rules and regulations. Each Air Carrier must observe and abide by such stormwater rules and regulations as may be applicable, and, if applicable, Air Carrier operating at the Airport must comply with the following:

- A. Each Air Carrier must submit a Notice of Intent to use the State of Florida Multi-Sector General Permit for Stormwater Discharge Associated with Industrial Activity. Each Air Carrier must cooperate closely with the Authority 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. Each Air Carrier will 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 such Air Carrier by implementing and maintaining best management practices (“**BMPs**”), as such term may be defined in applicable stormwater rules and regulations. Each Air Carrier must establish a BMP plan for such Air Carrier’s operations and operational area at the Airport and submit a copy to the Authority.
- B. Each Air Carrier is responsible for being knowledgeable regarding any stormwater discharge permit requirements applicable to such Air Carrier and with which such Air Carrier will be obligated to comply. Each Air Carrier must submit a Notice of Intent to the FDEP, with a copy to the Authority. Each Air Carrier is required to comply with the following requirements including but not limited to: certification of non-stormwater discharges; 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, an Air Carrier must observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Each Air Carrier must undertake, as its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency, and such Air Carrier will hold harmless and indemnify the Authority for any violations or non-compliance with any such permit requirements.

## 21.7 Environmental Impacts by an Air Carrier.

- A. If the results of an assessment of an Air Carrier’s operations at the Airport indicate that the Air Carrier has released Hazardous Substances, such Air Carrier must immediately undertake such steps to remedy and/or remove any Hazardous

Substances and any other environmental contamination that arises out of such Air Carrier's use of the Airport consistent with applicable Environmental Laws. Any such remediation shall be in accordance with Environmental Laws and shall restore the affected property to a condition protective of human health and the environment without reliance on unduly burdensome or costly engineering or administrative controls or restrictions on activity or use of the property. Such work shall be performed at such Air Carrier's expense. The Authority reserves the right to review and inspect all such work at any time using consultants and representatives of its choice at such Air Carrier's cost and expense.

- B. During the period of a cleanup due to the environmental condition of the Airport, an Air Carrier's obligations, including the payment of Airline Fees and Charges, will continue in full force and effect, in addition to any other damages for which such Air Carrier may be liable.
- C. The firm conducting any cleanup work must be approved by the Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by a Governmental Authority and must be acceptable to the Authority.

#### ARTICLE 22

#### RIGHT TO DEVELOP AIRPORT

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 any Air Carrier or any Airline Party and without interference or hindrance.

#### ARTICLE 23

#### RIGHT OF ENTRY

Authority will have the right to enter any part of the Airport for the purpose of periodic inspection of the Airport from the standpoint of safety and health, and monitoring of an Air Carrier's compliance with the terms of this Resolution.

#### ARTICLE 24

#### RIGHT OF FLIGHT

The Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by the Authority, 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.

Any Air Carrier operating at the Airport must restrict the height of structures, objects of natural growth, and other obstructions at the Airport to such a height so as to comply with Federal Aviation Regulations, Part 77 and the Rules and Regulations, and each Air Carrier must prevent any use of the Airport by such Air Carrier or its Airline Parties that would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

ARTICLE 25  
PROPERTY RIGHTS RESERVED

This Resolution will be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the Airport System land or improvements thereon.

ARTICLE 26  
SIGNS

26.1 Written Approval.

Except with the prior written approval of the Authority, which shall not be unreasonably withheld, conditioned, or delayed, no Air Carrier may erect, maintain, or display any signs or any advertising at or on any portion of the Airport, including common use areas.

26.2 Removal.

Upon cessation of service to the Airport, each Air Carrier must remove, obliterate or paint out, as the Authority may direct, any and all of its signs and advertising at the Airport, including common use areas and, in connection therewith, such Air Carrier must restore the portion of the Airport affected by such signs or advertising to substantially the same condition as existed at the commencement of such Air Carrier's operations at the Airport, normal wear and tear excepted. In the event of failure on the part of an Air Carrier to remove, obliterate, or paint out each and every sign or advertising and restore the Airport, as herein provided, the Authority may perform the necessary work, at the expense of such Air Carrier, plus an Administrative Charge.

ARTICLE 27  
RIGHT TO AMEND

This Resolution may be amended by the Board of the Authority in its sole discretion; provided, however, that no amendment affecting an Air Carrier operating at the Airport shall be effective with respect to such Air Carrier until such Air Carrier has been provided with not less than ninety (90) days' prior written notice of such amendment and an ability to comment on and review such amendment, unless such amendment is required by a Governmental Authority or by Applicable Law.

ARTICLE 28  
AGENT FOR SERVICE

As a condition to operating its Air Transportation Business at the Airport, if an Air Carrier 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 the Secretary of State, State of Florida, may serve as an Air Carrier's agent for the purpose of service of process in any court action between it and the Authority arising out of or based upon such Air Carrier's operations at the Airport and the service will be made as provided by the laws of the State, for service upon a non-resident. Further, if for any reason service of such process is not possible, and an Air Carrier does not have a duly noted resident agent for service of process, as an alternative method of service of process, such Air Carrier may be personally served with such process out of this State, by the registered mailing of such complaint and process to such Air Carrier and such service will constitute valid service upon such Air Carrier as of the date of mailing and the Air Carrier will have thirty (30) days from date of mailing to respond thereto. Any Air Carrier, by operating at the Airport, agrees to the process so served, submits to the jurisdiction of the court and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

ARTICLE 29  
INCORPORATION OF EXHIBITS

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

ARTICLE 30  
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

**IF AN AIR CARRIER HAS QUESTIONS REGARDING THE APPLICATION  
OF CHAPTER 119, FLORIDA STATUTES, TO THE AIR CARRIER'S DUTY  
TO PROVIDE PUBLIC RECORDS RELATING TO THIS RESOLUTION,**

**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, each Air Carrier operating at the Airport, in accordance with Florida Statute Section 119.0701, must 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 Resolution.
- B. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by Applicable Law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law.
- D. Upon termination of operations at the Airport, keep and maintain public records required by the Authority to perform the services. Each Air Carrier operating at the Airport must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

ARTICLE 31

DISPUTE RESOLUTION

31.1 Claims and Disputes.

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

- B. If for any reason an Air Carrier deems that the Authority's rate setting methodology is unjustly discriminatory, or that the Authority is not in compliance with this Resolution or its other obligations, the Air Carrier shall notify the Authority in writing of its assertion (such assertions hereinafter referred to as, a "**Claim**"). The Air Carrier and the Authority must maintain, and keep, strict accounting of documents or evidence associated with the Claim. The failure to give proper notification to Authority as required herein will constitute a waiver of any Claim.
- C. An Air Carrier must provide written notice to the Authority of a Claim within ninety (90) days after the Air Carrier first recognizes the condition giving rise to the Claim. The failure to give the Authority written notice of such Claim within such period as required herein will constitute a waiver of any Claim.
- D. Pending final resolution of a Claim, unless otherwise agreed in writing, the Air Carrier must continue to comply fully with the terms of the Resolution.
- E. Notice of intention to Claim is not required for Claims relating to an emergency endangering life or property. Claims associated with such emergencies should be filed as soon as practicable in accordance with the procedures established in this Article.

### 31.2 Resolution of Claims and Disputes.

- A. The following actions are conditions precedent to the Authority's review of a Claim unless waived in writing by the Authority:
  - 1. Air Carrier and Authority Personnel Meeting ("**Personnel Meeting**"): Within five days (5) after a Claim is filed with the Authority, an employee of the Air Carrier with authority to resolve the Claim shall meet with the Authority's representative with authority to resolve the Claim in a good faith attempt to resolve the Claim. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause shall be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
  - 2. Management Representatives' Meeting: If the Personnel Meeting fails to resolve the Claim, a senior executive for each of the Air Carrier and the

Authority shall meet, within ten (10) days after a Claim is filed with the Authority, to attempt to resolve the Claim and any other identified disputes or any unresolved issues that may lead to Claims. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

3. Following the Personnel Meeting and the Management Representatives' Meeting, the CEO will review the Air Carrier's Claim and may (1) request additional information from the Air Carrier which Air Carrier shall promptly provide to the Authority, or (2) render a decision on all or part of the Claim. The CEO will notify the Air Carrier in writing of the disposition of the Claim within twenty-one (21) days following the receipt of such Claim or receipt of any additional information requested.

B. Should the Authority and the Air Carrier not reach an agreement during the Management Representatives' Meeting, and the Air Carrier rejects the Authority's written disposition of the Claim, the Authority and the Air Carrier will seek in good faith to settle the dispute through a non-binding mediation. Mediation with a mediator approved by the Authority and such Air Carrier shall be a condition precedent to litigation or any further administrative process. Any such mediation will be subject to Rule 1.700 et seq., Florida Rules of Civil Procedure and Chapter 44, Fla. Statutes.

#### ARTICLE 32

#### APPLICABLE LAW AND VENUE

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

#### ARTICLE 33

#### RELATIONSHIP OF THE PARTIES

Each Air Carrier operating at the Airport is and will be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the Authority will in no way be responsible therefor.

ARTICLE 34

NO WAIVER

No waiver by the Authority at any time of any of the terms, conditions, or obligations of an Air Carrier under this Resolution, or non-compliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, or obligation herein contained, nor of the strict and prompt performance thereof by an Air Carrier. No delay, failure, or omission of the Authority to exercise any right, power, privilege, or option arising from any default, nor subsequent acceptance of fees or charges then or thereafter accrued, will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default. No notice by the Authority will be required to restore or revive time is 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 Resolution and Applicable Laws are cumulative 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, privilege, or remedy available under this Resolution or as provided by Applicable Laws.

ARTICLE 35

INVALIDITY OF CLAUSES

The invalidity of any part, portion, Article, Section, paragraph, provision, or clause of this Resolution will not have the effect of invalidating any other part, portion, Article, Section, paragraph, provision, or clause thereof, and the remainder of this Resolution will be valid and enforced to the fullest extent permitted by Applicable Laws.

(Remainder of this page is intentionally left blank)

## Exhibit A

### Federal Aviation Administration Required Provisions

- A. Civil Rights – General. The Authority and each Air Carrier 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 an Air Carrier transfers its obligation to another, the transferee is obligated in the same manner as the Air Carrier.

This provision obligates Air Carriers for the period during which any property at the Airport is owned, used or possessed by the Air Carrier 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 Air Carrier 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 Resolution.
2. Non-discrimination: Each Air Carrier, 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. Air Carriers will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the 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 an Air Carrier 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 Air Carrier of the Air Carrier's obligations under this provision and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Air Carriers 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 Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Air Carrier is in the exclusive possession of another who fails or refuses to furnish the information, the Air Carrier will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of an Air Carrier's noncompliance with the non-discrimination provisions of this resolution, the Authority will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Air Carrier under the Resolution until the Air Carrier complies; and/or
  - b. Cancelling, terminating, or suspending the Air Carrier's rights under the Resolution, in whole or in part.
6. Incorporation of Provisions: Each Air Carrier 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 Air Carrier will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if an Air Carrier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Air Carrier may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, an Air Carrier 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 Air Carrier 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 Air Carrier 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 Air Carrier's rights under this Resolution and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Resolution had never been made or issued.

**D.** Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Resolution, each Air Carrier, 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, Air Carrier must take reasonable steps to ensure that LEP persons have meaningful access to Air Carrier's programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Air Carrier from discriminating because of sex in education programs or activities (20 USC 1681 et seq).