

USE AND LEASE AGREEMENT

FOR
CARRIER SERVICE PROVIDERS

TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

BY AND BETWEEN
HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

INVICTA GROUP SERVICES, INC d/b/a INVICTA AIR CHARTER

Board Date: _____

Prepared by:

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
USE AND LEASE AGREEMENT FOR CARRIER SERVICE PROVIDERS
TAMPA INTERNATIONAL AIRPORT

THIS USE AND LEASE AGREEMENT FOR CARRIER SERVICE PROVIDERS (“Agreement”) is made and entered into this ___ day of _____, 202_, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida (“Authority”), and INVICTA GROUP SERVICES, INC d/b/a INVICTA AIR CHARTER, a corporation organized under the laws of the State of Florida and authorized to conduct business in the State of Florida (“Company”) (hereinafter individually and collectively referred to as “Party” or “Parties”). Capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth in Article 2 hereof.

WITNESSETH:

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

WHEREAS, the Legislature of the State of Florida has granted to Authority broad power to adopt regulations; to enter into contracts including limited and exclusive agreements; to lease property; to fix and collect rates, fees, and other charges for the use of services or facilities furnished by Authority; and to exercise and perform all powers and prerogatives conferred to it by Chapter 2012-234, Laws of Florida, as amended; and

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

WHEREAS, Company provides air passenger services between Cuba and the Airport through an agreement with an airline operating at the Airport under the Resolution Regarding the Calculation and Collection of Airline Rates (“Resolution”) with Authority; and

WHEREAS, Company desires to obtain certain rights, services and privileges as a Carrier Service Provider in connection with the use of the Airport and desires to lease office space in support of its operations, and Authority is willing to grant the same to Company upon the terms and conditions hereinafter stated; and

WHEREAS, Authority and Company agree to enter into this Agreement specifying the rights and obligations of the Parties with respect to the use of the Airport by Company and leasing space in the Airport from Authority in support of Company’s Carrier Service Provider operations, under the terms and conditions stated herein.

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

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

- 2.01 Act shall mean Chapter 2012-234, Laws of Florida, as amended, supplemented, and/or recodified from time to time.
- 2.02 Administrative Charge shall mean a charge of fifteen percent (15%) in addition to the cost of any service or other work provided by Authority for the benefit of Company required of Authority hereunder or provided as a result of damage to Authority property by Company or a Company Party to compensate Authority for its administrative costs. For an Administrative Charge to become due under this Agreement, except in the case of an emergency as determined by Authority, Authority must provide Company reasonable prior written notice (and in case of damage caused to Authority property, a reasonable opportunity to cure) of Authority's intent to perform such work or service.
- 2.03 AOA shall mean the Aircraft Operations Area at the Airport, as designated from time to time by Authority.
- 2.04 Agreement shall mean this Use and Lease Agreement for Carrier Service Providers, as it may be amended from time to time.
- 2.05 Air Carrier shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. § 40102, as amended, operating an Air Transportation Business from time to time at the Airport.
- 2.06 Air Transportation Business shall mean the carriage by aircraft of persons or property as a common carrier for compensation or hire, or carriage of cargo or mail by aircraft, in air commerce, as defined in 49 U.S.C. § 40102, as amended.
- 2.07 Airport shall mean Tampa International Airport, owned and operated by Authority, including all real property, easements, or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased, or operated by Authority.
- 2.08 Airside Buildings shall mean the building or buildings at the Airport now or hereafter existing through which passenger aircraft are loaded or unloaded.

- 2.09 Airside Buildings Rental Rate shall mean the rate per Rentable Square Foot of space in the Airside Buildings, calculated as set forth in the Resolution.
- 2.10 Applicable Laws shall mean all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to an Air Carrier, ground handler, or the Airport (including Authority Rules and Regulations adopted by Authority), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.
- 2.11 Authority shall mean the Hillsborough County Aviation Authority, an independent special district created and existing pursuant to the provisions of the Act.
- 2.12 Authority Rules and Regulations shall collectively mean the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures and Operating Directives, and the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan and Airport Emergency Plan and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.
- 2.13 Baggage Handling System shall mean those facilities and equipment used to process passenger baggage at the Terminal Complex, including in-line baggage handling systems.
- 2.14 BMP shall mean best management practice.
- 2.15 Carrier Service Provider shall mean a company that provides air passenger services between Cuba and the Airport through an agreement with an airline who is operating under the Resolution.
- 2.16 Chief Executive Officer ("CEO") shall mean the Chief Executive Officer of Authority and shall include such person or persons as may from time to time be authorized in writing by Authority or by the Chief Executive Officer or Applicable Law to act for the Chief Executive Officer with respect to any or all matters.
- 2.17 CHRC shall mean an FBI fingerprint-based criminal history records check.
- 2.18 Company shall mean Company, as defined in the initial paragraph of this Agreement.
- 2.19 Company's Business shall mean Company's business of providing Carrier Service Provider operations at the Airport between Cuba and Tampa.

- 2.20 Company Parties shall mean, collectively, Company, and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.
- 2.21 Company Premises shall mean the areas within the Terminal Complex leased to Company as set forth in Article 4 of this Agreement.
- 2.22 Effective Date shall mean March 1, 2022.
- 2.23 EPA shall mean the Environmental Protection Agency.
- 2.24 EPC shall mean the Environmental Protection Commission of Hillsborough County.
- 2.25 Environmental Laws shall mean and include all applicable Federal, State, and local statutes, ordinances, regulations, rules, and orders relating to environmental quality, health, safety, contamination, and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act (“TSCA”), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes; all implementing rules, regulations, guidelines, and orders and all local laws, regulations, rules, ordinances, and orders insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Substances; and judicial interpretations of each of the foregoing.
- 2.26 FAA shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.
- 2.27 FAC shall mean Florida Administrative Code.
- 2.28 FDEP shall mean the Florida Department of Environmental Protection or any State agency succeeding thereto.

- 2.29 FDOT shall mean the Florida Department of Transportation or any State agency succeeding thereto.
- 2.30 Fiscal Year shall mean the annual accounting period of Authority for its general accounting purposes which, at the time of the Effective Date, is the period of twelve consecutive months, ending with the last day of September of any year.
- 2.31 Governmental Authority shall mean any Federal, State, county, municipal, or other governmental entity (including Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport, Carrier Service Providers, ground handlers, Air Carriers, or Company.
- 2.32 GSE shall mean ground service equipment.
- 2.33 Hazardous Substances shall mean any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances ("PFAS"); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the land or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to, sewage, sludge, industrial slag, solvents and/or any other similar substances or materials.

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

- 2.34 ID Media shall mean Airport identification badge.
- 2.35 Indemnified Party or Indemnified Parties shall mean Authority, its successors and assigns, and each of the Authority's Board of Directors members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.
- 2.36 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.
- 2.37 Office and Club Premises shall mean those portions of the Terminal Complex assigned by Authority to Company in which Company has a power, privilege, or other right authorized under this Agreement to exclude another person or entity from enjoying or exercising a like power, privilege, or other right.
- 2.38 Passenger Transfer System shall mean the passenger transfer equipment and facilities, including the stations located in the Terminal Building and the Airside Buildings, and the exit areas in the Airside Buildings, as modified by Authority from time to time.
- 2.39 Payment Security shall mean an acceptable bond, irrevocable letter of credit or other similar security acceptable to Authority in an amount equal to the estimate of three (3) months' Rents, tax assessments, and charges, payable by Company under this Agreement, to guarantee the faithful performance by Company of its obligations under this Agreement and the payment of all Rents, tax assessments and charges due under this Agreement or the Basic Agreement.
- 2.40 Preferential Use Premises shall mean those portions of the Terminal Complex and Terminal Aircraft Aprons assigned to Company by Authority pursuant to this Agreement to which Company shall have priority over other users, subject to the terms and conditions of the Resolution and Basic Agreement, Authority Rules and Regulations, and this Agreement.
- 2.41 PWDS shall mean Premises Wiring Distribution System.
- 2.42 Rentable Square Feet or Rentable Square Foot with respect to the Terminal Complex shall mean the number of square feet of space in the Terminal Complex that is rentable to tenants.
- 2.43 Rents shall mean the rents and other fees and charges charged by Authority to Company pursuant to this Agreement as set forth in Article 6 or elsewhere in this Agreement.

- 2.44 Resolution shall mean the Resolution Regarding the Calculation and Collection of Airline Rates, Fees and Charges for the Use of Tampa International Airport adopted by the Board of Directors of Authority pursuant to the Act on September 3, 2020, and effective October 1, 2020, as such Resolution may be amended from time to time.
- 2.45 SIDA shall mean Security Identification Display Area.
- 2.46 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 (FDEP), specifically Chapter 62-702, Florida Administrative Code (FAC); or (2) any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps; or (3) any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, FAC; or (4) yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.
- 2.47 STA shall mean Security Threat Assessment.
- 2.48 State shall mean the State of Florida.
- 2.49 Tenant Work Permit (“TWP”) Program shall mean the program adopted by Authority, as amended from time to time, setting forth requirements for undertaking any improvements by a tenant of Authority or other occupant at the Airport.
- 2.50 Term shall have the meaning set forth in Section 5.02 of this Agreement.
- 2.51 Terminal Aircraft Aprons shall mean those areas of the Airport that are designated for the parking of passenger aircraft and the loading and unloading of passenger aircraft and, as approved by Authority, parking of GSE.
- 2.52 Terminal Building shall mean the passenger terminal building, remote baggage sort buildings, the baggage make-up area in the Airside Buildings and the mechanical and electrical service building, excluding the Airside Buildings.
- 2.53 Terminal Complex shall mean the Terminal Building and the Airside Buildings connected by means of the Passenger Transfer System, together, as they and any other passenger handling facilities exist at the Airport prior to and after completion of any improvements or expansion.

- 2.54 Terminal Rental Rate shall mean the rate per Rentable Square Foot of space in the Terminal Building, calculated as set forth in the Resolution.
- 2.55 Transportation Security Administration ("TSA") shall mean the Transportation Security Administration created under the Aviation and Transportation Security Act ("ATSA"), Public Law 107-71 of 2001, as amended, or any successor agency thereto.
- 2.56 Additional words and phrases used in this Agreement but not defined herein shall have the meanings as defined under the Basic Agreement or, if not so set forth, shall have their usual and customary meaning.

ARTICLE 3

COMPANY PREMISES

Authority hereby agrees to lease to Company and Company hereby agrees to lease from Authority in support of Company's Business, certain real property as set forth in this Article 3 (collectively, the "Company Premises").

- 3.01 Office and Club Premises. The Authority hereby leases to Company, for the Term, as it may be extended or sooner terminated, Office and Club Premises of approximately 62 total square feet, consisting of the following:

Ticketing Level Office space of approximately 62 square feet, more particularly depicted on **Exhibit A**, Ticketing Level Office Space, dated February 2022, attached hereto and by this reference made a part hereof.

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

ARTICLE 4

USES AND RESTRICTIONS

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

exclusive right to provide the following services to Company's customers: To provide passenger check-in, ticketing and related passenger services; to prepare clearance documents for passengers, cargo and baggage as may be required by all governmental agencies; to collect fees for oversized cargo and baggage; to furnish linguists for the assistance of passengers speaking a foreign language; and to arrange and contract with companies authorized by Authority for the provision of passenger air carrier services and in-flight meals for departing aircraft but not to directly provide passenger air carrier services or to prepare or sell in-flight meals. Company may use, employ, or perform services in conjunction with Travel Service Providers (TSP) located at any destination only if such TSPs are duly licensed by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury.

4.02 Exclusions and Reservations.

- A. Nothing in this Article will be construed as authorizing Company to conduct any business on the Company Premises or elsewhere at the Airport separate and apart from the conduct of its permitted uses as authorized in this Agreement.
- B. The Company will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electric, or other systems installed or located at the Airport.
- C. The rights and privileges granted to Company pursuant to this Article will be subject to Authority Rules and Regulations, as they may be amended from time to time.
- D. The Company will not do or permit to be done anything, either by act or failure to act, that will cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance of Authority, or that will cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such act or failure to act on the part of Company will cause cancellation of any such policy, Company will immediately, upon notification by Authority, take whatever steps or actions deemed necessary to cause reinstatement of said insurance. Furthermore, if Company does or permits to be done any act not expressly permitted under this Agreement, or fails to do any act required under this Agreement, regardless of whether such act constitutes a breach of this Agreement, that causes an increase in Authority's insurance premiums, Company will immediately remedy such actions and pay the increase in premiums, upon notice from Authority to do so; but in any event, Company will hold Authority harmless for any expenses and damage resulting from any action as set forth in this paragraph.

- E. Except as provided elsewhere in this Agreement, nothing in this Agreement will be construed as establishing exclusive rights, operational or otherwise, to Company.
- F. Any and all rights and privileges not specifically granted to Company for its use of and operations at the Airport pursuant to this Agreement are hereby reserved for and to Authority.
- G. Other than those areas used for the purpose of egress and ingress, all operations will be conducted on the Company Premises.

ARTICLE 5

TERM

- 5.01 Agreement Date. This Agreement is valid and binding upon the date set forth in the initial paragraph of this Agreement.
- 5.02 Term. The Term of this Agreement commences on the Effective Date and shall terminate on September 30, 2027, unless terminated earlier or as provided herein (the "Term").
- 5.03 Termination. This Agreement may be terminated by Authority, with or without cause, upon thirty (30) days' written notice to Company. This Agreement may be terminated by Company, with or without cause, if Company is not in default of any terms of this Agreement or in the payment of any Rents, fees or charges to Authority, upon thirty (30) days' written notice to Authority. In the event any such notice of termination is given, the termination of this Agreement will be effective thirty (30) calendar days from the date of the notice or such date set forth in the notice of termination.
- 5.04 Commencement of Rents. The Rents due under this Agreement shall commence on the Effective Date and continue throughout the Term of this Agreement, unless this Agreement is terminated earlier as provided herein.

ARTICLE 6

RENTS

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

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

62 square feet of Ticketing Level Office at the Terminal Rental Rate.

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

- 6.02 Adjustment of Rents. Rents are subject to periodic adjustment in accordance with the Resolution. Such adjustments will generally be made on an annual basis, on October 1st of each year of the Term. If Authority adjusts its established rental rates or fees more frequently than annually, the Rent rates under this Agreement will also be adjusted without written amendment to this Agreement.
- 6.03 Employee Parking Fees. Employee parking permits are required for the Employee Parking Lot and may be required for Company's leased or common use operational areas. Information regarding employee parking permits is available from Authority's Parking Permit Office at (813) 870-8792. Authority reserves the right to charge Company or its employees a reasonable parking fee. If Company is invoiced by Authority for parking fees, payment is due to Authority within fifteen (15) days from the date of the invoice, or parking privileges may be terminated.
- 6.04 Interest on Delinquent Payments. Without waiving any other right or action available to Authority, in the event of default of Company's payment of Rents or other charges hereunder, and in the event Company is delinquent in paying to Authority any Rents or other charges for a period of five (5) days after the payment is due, Authority reserves the right to charge Company interest thereon from the date the Rents or other charges became due to the date of payment at one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Law.
- 6.05 Rents a Separate Covenant. Company will not for any reason withhold or reduce its required payments of Rents provided in this Agreement, it being expressly understood and agreed by the Parties that the payment of Rents is a covenant by Company that is independent of the other covenants of the Parties hereunder.
- 6.06 Place of Payments. Company will submit all payments required by this Agreement as follows:

(ELECTRONICALLY – PREFERRED METHOD)

Via ACH with Remittance Advice to
Receivables@TampaAirport.com

or

(MAIL DELIVERY)

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

or

(HAND DELIVERY)

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

ARTICLE 7

OBLIGATIONS OF COMPANY

- 7.01 Business Operations. Company will provide all necessary equipment, personnel and other appurtenances necessary to conduct its operations. Company will conduct its business operations hereunder in a lawful, orderly and proper manner, so as not to unreasonably annoy, disturb, endanger or be offensive to others at or near the Company Premises or elsewhere on the Airport.
- 7.02 Conduct of Employees and Invitees. Company will, within reason, control the conduct, demeanor and appearance of its Company Parties, and of those doing business with Company and, upon objection from Authority concerning the conduct, demeanor or appearance of any such persons, will immediately take all reasonable steps necessary to remove the cause of objection.
- 7.03 Equipment and Vehicle Parking. Company will ensure that all equipment, including but not limited to, vehicles owned or operated by Company, its vendors and/or contractors, will not be parked in a manner that interferes in any way with any operations at the Airport. Company's equipment and vehicles and those of its vendors and/or contractors will be parked in designated parking areas as provided by Authority. No vehicle shall access the AOA unless directly related to Company's Business. All vehicles driven, escorted, or parked on the AOA must meet Authority's insurance requirements and any other applicable Authority Rules and Regulations and security requirements. All vehicles, including those of Company Parties, excluding escorted vehicles, accessing the AOA must bear Company's identification on both sides of the vehicle which should be identifiable from a distance of fifty (50) feet. Company must also display Authority's logo decal. Information regarding vehicle access to the AOA is available from Authority's Badging Office. All persons accessing the AOA must adhere to Authority's SIDA training, Airport Security Program, and TSA regulations.

Company will verify that its Company Parties who operate motorized vehicles on Airport property have a valid driver's license. Company will provide evidence in writing of such verification within fifteen (15) days' of written request by Authority. If Company fails to provide verification or if Company's Company Party is found to be driving on Airport property without a valid driver's license, Authority will revoke the offending driver's ID Media and may assess liquidated damages against Company of up to \$1,000 per occurrence. Said liquidated damages will be due and payable within fifteen (15) days' notice of invoice for the same.

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

- 7.04 Sound Level. Company will take all reasonable measures to reduce to a minimum vibrations that may cause damage to any equipment, structure, building or portion of any building whether on the Company Premises, common use areas, or located elsewhere on the Airport, and to keep the sound level of its operation as low as possible.
- 7.05 Garbage, Debris, or Waste. The Company will promptly remove from its Company Premises or otherwise dispose of in a manner approved by Authority, all garbage, debris, and other waste materials (whether solid or liquid) arising out of its occupancy or use of the Company Premises or the common use areas or from its operations. Any garbage, debris or waste that is temporarily stored on the Company Premises will be kept in suitable, sealed garbage and waste receptacles, designed to safely and properly contain whatever material may be placed therein. The Company will use extreme care when affecting removal of all such waste.
- 7.06 Nuisance. The Company will not commit any nuisance, waste, or injury on its Company Premises, common use areas, or elsewhere on the Airport and will not do or permit to be done anything that may result in the creation or commission or maintenance of such nuisance, waste, or injury.
- 7.07 Excessive Load. The Company hereby agrees that it will use all paved and floor areas as constructed and in accordance with the permitted use of such areas, and Company will prohibit its Company Parties from placing excessive loads on paved or floor areas on its Company Premises or common use areas. The Company will be responsible for the repair of any paved or floor area damaged by non-conforming usage or excessive loading.
- 7.08 Flammable Liquids. The Company will not keep or store flammable liquids within any covered and enclosed portion of its Company Premises in excess of Company's working requirements. Any such liquids having a flash point of less than 110 degrees Fahrenheit will be kept and stored in safety containers of a type approved by Underwriters Laboratories.

- 7.09 Frequency Protection. Should Company install any type of radio transceiver or other wireless communications equipment, Company will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the FAA for the vicinity of FAA Transmitter or Receiver facilities. Frequency protection will also be provided for all other frequency bands operating in the vicinity of Company's equipment. Should interference occur as a result of Company's installation, Authority reserves the right to shut down Company's installation until appropriate remedies to the interference are made by Company. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at Company's expense.
- 7.10 Taxes. The Company will bear, at its own expense, all costs of operating its Company Business including all applicable sales, use, intangible, special assessments, and real estate taxes of any kind, including ad valorem and non-ad valorem, which are assessed against Company's use and occupancy of its Company Premises, and any improvements thereto or leasehold estate created herein, or assessed on any payments made by Company hereunder, whether levied against Company or Authority. The Company will pay any other taxes, fees, or assessments against its Company Premises or leasehold estate created herein. The Company will pay the taxes, fees, or assessments as reflected in a notice Company receives from Authority or any taxing authority within thirty (30) days after the Company's receipt of that notice or within the time period prescribed in any tax notice issued by a taxing authority; provided, however, in case of any taxes, fees and assessments that are due to a party other than Authority, but for which Authority receives the notice, Authority shall provide such notice to Company within a reasonable period of Authority's receipt thereof. Upon request of Company, Authority will attempt to cause taxing authority to send the applicable tax bills directly to Company, and Company will remit payment directly to the taxing authority. If Company disputes any tax, fee, or assessment, Company will do so directly with the taxing authority in accordance with prescribed procedure and will so notify Authority in writing.
- 7.11 Permits and Licenses. The Company will obtain and maintain throughout the Term, all permits, licenses, or other authorizations required by Applicable Laws in connection with the operation of its Company Business on its Company Premises or at the Airport. Copies of all required permits, certificates, and licenses will be forwarded to Authority upon request.
- 7.12 Vapor or Smoke. The Company will not create nor permit to be caused or created upon its Company Premises, the common use areas, or elsewhere on the Airport, any obnoxious odor, smoke or noxious gases or vapors.
- 7.13 Security Badging. Any Company employee, or any employee of its contractors or agents, that requires unescorted access to the SIDA must be badged with an ID Media by Authority's ID Badging Department and will be subject to a CHRC and STA. A new or renewed ID Media will not be issued

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

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

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

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

- 7.14 Mail Deliveries to Airport. Company may obtain a U.S. Postal Service mailbox at the Airport at Company's sole expense. Company is solely responsible for keys issued by Authority for the mailbox. In the event Company fails to return all keys at the termination of this Agreement, Company may be required by Authority to rekey or replace the lock. Any cost incurred by Authority in replacing the keys or rekeying the mailbox will be borne by Company.
- 7.15 Cooperation with State Inspector General. Company shall comply with Section 20.055(5), Florida Statutes, cooperate with any investigation by the State Office of Inspector General, and must incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 8
MAINTENANCE AND REPAIR

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

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

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

ARTICLE 9
IMPROVEMENTS AND ALTERATIONS BY COMPANY

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

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

9.03 Removal and Demolition. The Company and its subcontractors will not remove or demolish, in whole or in part, any improvements upon its Company Premises without the prior written consent

of Authority, which may, at its sole discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an improvement specified in such consent.

- 9.04 Approvals Extended to Architectural and Aesthetic Matters. Approval of Authority to any improvements to the Company Premises will extend to and include architectural and aesthetic matters. The Authority reserves the right to reject any design layouts or design proposals submitted by Company and to require Company to resubmit any such layouts or proposals at Company's expense until such design layouts and/or design proposals are deemed acceptable by Authority and subsequently approved in writing.
- 9.05 Display Locations. The Company and its Company Parties will not affix or attach any fixtures, display units or elements, signs, or other devices of any kind or nature to any wall, ceiling, floor, or other surface in the Company Premises without the prior written approval of Authority.
- 9.06 Ceiling. The Company and its Company Parties will not affix, attach, or suspend any lighting fixtures, signs, or other fixtures or devices of any kind or nature from the ceiling above any of its Company Premises without the prior written approval of Authority.
- 9.07 Company Improvements. Except for routine maintenance on installed equipment, an Authority Tenant Work Permit is required any time Company performs or hires an outside contractor to perform any construction on or modification or alterations to its Company Premises. The Company will make no improvements or alterations whatsoever to the common use areas. The Company will make no improvements or alterations whatsoever to its Company Premises without the prior written approval of Authority under the Tenant Work Permit, which consent will not be unreasonably withheld or delayed. Within thirty (30) days after receipt by Authority of Company's plans and specifications for any construction on or modification or alterations to its Company Premises, Authority will inform Company that the plans are either approved as submitted, approved subject to certain stated conditions and changes, or not approved.
- 9.08 Construction and Installation Schedule. The Company will submit a schedule depicting the estimated time required to complete each phase of the construction and installation of the displays and improvements called for in the final plans. All improvements and displays installed by Company in its Company Premises will be of high quality, safe, and fire-resistant materials.

All plans and specifications for the improvements, displays and equipment constructed or installed by Company or any Company Party will conform to all Applicable Laws. The Company will obtain, at its own expense, all necessary building permits.

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

- A. The Company will obtain at Company's sole cost and expense all required permits and licenses necessary to comply with applicable zoning laws, building codes and other Applicable Laws of all appropriate Government Authorities.
- B. The Company agrees that all construction will conform to Authority's Land Use Standards, Design Criteria Manual, and Sustainable Design Criteria Manual and will comply with Authority's Tenant Work Permit process, as such documents may be amended from time to time, including any insurance and bond requirements.
- C. The Company agrees to hire only licensed contractors and subcontractors.
- D. The Company covenants and agrees to pay all costs necessary to complete approved alterations or improvements. The Authority will not be responsible for any costs relating to alterations or improvements whether such alterations or improvements were requested by Company or were required by Authority or any other Governmental Authority.
- E. The Company agrees to be solely responsible for any damage to its Company Premises, common use areas, or Airport property resulting from Company's construction of improvements or alterations.

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

ARTICLE 10

TITLE TO IMPROVEMENTS

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

expiration of this Agreement. The Company will pay any costs associated with the restoration of its Company Premises and common use areas to their original condition upon such removal.

ARTICLE 11
DEFAULT AND TERMINATION

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

- A. The failure or omission by Company to perform its obligations or make any payment to Authority as and when due under this Agreement or the breach of any term, condition or covenant required herein.
- B. The failure or omission by Company to perform its obligations under the Basic Agreement.
- C. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Agreement, the Basic Agreement, or by any other agreement between Authority and Company, and Company’s failure to discontinue that business or those acts within thirty (30) days of receipt by Company of Authority’s written notice to cease said business or acts.
- D. The appointment of a trustee, custodian, or receiver of all or a substantial portion of Company’s assets.
- E. The divestiture of Company’s estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).
- F. The insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by Company of a voluntary petition for bankruptcy protection or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
- G. The Company’s violation of Florida Statute Section 287.133 concerning criminal activity on contracts with public entities.

11.02 Authority’s Remedies. In the event of any of the foregoing Events of Default enumerated in this Article, and following thirty (30) days’ notice by Authority and Company’s failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of

any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

- A. Terminate Company's rights under this Agreement and, in accordance with Applicable Laws, take possession of the Company Premises. The Authority will not be deemed to have thereby accepted a surrender of the Company Premises, and Company will remain liable for all payments and other sums due under this Agreement and for all damages suffered by Authority because of Company's breach of any of the covenants of Agreement; or
- B. Treat this Agreement as remaining in existence, curing Company's default by performing or paying the obligation that Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default, plus an Administrative Charge thereon, will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at the rate of one and one-half percent (1.5%) per month, to the maximum extent permitted by Applicable Laws; or
- C. Declare this Agreement to be terminated, ended, null and void, and reclaim possession of the Company Premises, whereupon all rights and interest of Company in its Company Premises and common use areas will end.
- D. No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or non-compliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure, or omission of Authority to re-enter the Company Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees or charges then or thereafter accrued will impair any such right, power, privilege, or option, or be construed to be a waiver of any such default or relinquishment, or acquiescence of the Company Premises. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, privileges, or remedies given to Authority by this Agreement are cumulative and that the exercise of one right, power, option, privilege or remedy by Authority will not impair its rights to any other right, power, option, privilege or remedy available under this Agreement or provided by Applicable Laws.

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

ARTICLE 12
DISCLAIMER OF LIENS

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

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

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

The Company will furnish releases or waivers as may be required to satisfy Authority that there are no outstanding claims or liens. To the maximum extent permitted by Florida law, Authority may require Company, at Company's expense, to indemnify Authority and its Indemnified Parties against any such construction, mechanics', materialmen's, suppliers', professional, laborers', equitable or other liens or claims and the attorney's fees and legal costs that could be incurred defending against such liens or claims.

This obligation to indemnify and hold harmless will be construed separately and independently. It is the Parties' mutual intent that if this clause is found to be in conflict with Applicable Laws, the clause will be considered modified by such law to the extent necessary to remedy the conflict.

ARTICLE 13

UTILITIES

- 13.01 Utility Infrastructure. During the Term of this Agreement, Company will have the right to receive water, sanitary sewer, electric, storm drainage, telecommunications and data services at its Company Premises.
- 13.02 Upgraded Utility Infrastructure. If Company requires utility infrastructure beyond what currently exists or is available to be extended to its Company Premises' boundary, Company agrees to pay the full cost and expense associated with the upgrade and installation of all such utility infrastructure related to its use of the Company Premises and to comply with all provisions required by Hillsborough County, the City of Tampa, or Authority for maintaining such infrastructure.
- 13.03 Utility Services. The Company agrees to pay the full cost and expense associated with its use of all utilities, including but not limited to, water, sanitary sewer, electric, storm drainage, and telecommunications and data services.
- 13.04 Cabling Infrastructure. The Authority owns and maintains the Airport's PWDS cable infrastructure supporting telephone and data transmission generated within, to and from the Company Premises. The Company may use Authority's fiber optic cabling infrastructure for voice and data connectivity. The Company will pay monthly fees as additional Rents, as established on an annual basis by Authority, for each thousand linear feet of fiber optic cable, for the strands terminated and/or utilized, and for the associated termination points used by Company. The Authority will provide annual maintenance and any needed repairs for the fiber optic cable. Relocation of the fiber optic cable or additional strands of fiber will be at Company's expense. If Company installs electronic visual information display systems ("EVIDS"), Company will be required to use Authority's network and cabling infrastructure. Installation and ongoing maintenance of EVIDS will be at Company's cost and may be performed by Authority or by an outside vendor approved by Authority, subject to a Tenant Work Permit.
- 13.05 Easement Rights Reserved to Authority Regarding Utility Lines and Services. The Authority reserves to itself the easement and right to install, maintain, and repair underground and above ground utility lines and services on or across the Company Premises and common use areas. When installing new lines or services, Authority will protect any existing improvements and will avoid any unreasonable interference with Company's operations.

ARTICLE 14
INGRESS AND EGRESS

- 14.01 Use of Public Way. The Company will have the right of ingress to and egress from the Airport, the Company Premises, and the common use areas for Company's Company Parties, including customers, suppliers of materials, furnishers of services, equipment, vehicles, machinery and other property. Such right will be subject to Applicable Laws and Authority's right to establish Authority Rules and Regulations and Operating Directives governing (A) the general public, including Company's customers, and (B) access to non-public areas at the Airport by Company Parties.
- 14.02 Methods of Ingress or Egress. The Authority may at any time temporarily or permanently close, re-route, consent to, or request the closing or re-routing of any method of ingress or egress on the Airport, so long as a substantially equivalent means of ingress and egress is concurrently made available to Company. The Company hereby releases and discharges Authority from any and all claims, demands, or causes of action that Company may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing.

ARTICLE 15
INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Company's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Agreement, Company will indemnify and hold harmless Authority and each Indemnified Party from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for reasonable attorney's fees and court costs) caused in whole or in part by Company's or any Company Parties':
1. Presence on, use or occupancy of Authority property;
 2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
 3. Breach of the terms of this Agreement or the Resolution;
 4. Performance, non-performance or purported performance of this Agreement;
 5. Violation of any Applicable Laws;
 6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

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

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

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

1. Presence on, use or occupancy of Authority property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Breach of the terms of this Agreement or the Resolution;
4. Performance, non-performance or purported performance of this Agreement;
5. Violation of any Applicable Laws;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the EPA or other regulatory agency to be an environmental contaminant

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

all claims caused in part by negligence, acts or omissions of Authority or its members, officers, agents, employees, and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority and the Indemnified Parties from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company or any Company Party in the performance of this Agreement.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other Applicable Laws, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, Company shall indemnify and hold harmless the State, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, the extent caused by the negligence, recklessness or intentional wrongful misconduct of Company and any Company Party in the performance of this Agreement. This indemnification in this paragraph shall survive the termination of this Agreement. Nothing contained in this paragraph is intended nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- F. The Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against Authority or any Indemnified Party its fully and finally barred by the applicable statute of limitations or repose.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority or any Indemnified Party may have under the doctrine of sovereign immunity under Applicable Laws.

- H. The Authority and each Indemnified Party reserves the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.
- I. If the above subarticles A – H or any part of subarticles A – H are deemed to conflict in any way with any Applicable Laws, the subarticle or part of the subarticle will be considered modified by such law to remedy the conflict.

ARTICLE 16
INSURANCE

16.01 Insurance Terms and Conditions.

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

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

16.02 Limits and Requirements.

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

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

- B. Commercial General Liability Insurance.

The minimum limits of insurance covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Company under this Agreement or the use or occupancy of Authority premises by, or on behalf of, Company in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

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

C. Business Auto Liability Insurance.

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Agreement are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$1,000,000
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Provided, however, that all vehicles operating upon the AOA will be required to be insured for \$10,000,000.

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

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

16.04 Conditions of Acceptance. The insurance maintained by Company must conform at all times with Authority’s Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time, and is posted on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Additional Supplier Resources – Contractual Insurance Terms and Conditions.

ARTICLE 17
SECURITY FOR PAYMENT

17.01 Payment Security Requirements.

- A. Unless Company has maintained an agreement similar to this Agreement with Authority during the eighteen (18) months prior to the Effective Date without the occurrence of any failure to pay within sixty (60) days or more of the due date under such prior agreement, Company will provide Authority on or before the Effective Date with acceptable Payment Security. The Company will be obligated to maintain such Payment Security in effect until the expiration of eighteen (18) consecutive months during which Company commits no default under this Agreement. Such Payment Security will be in a form and with a company acceptable to Authority and licensed to do business in the State. In the event that any such Payment Security is for a period less than the full period required under this Agreement or if such Payment Security is canceled, Company will provide a renewal or replacement Payment Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. Such Payment Security will require notice by the surety to Authority at least sixty (60) days prior to any cancellation. If such renewal or replacement Payment Security is not provided within thirty (30) days prior to cancellation, Authority may draw upon such Payment Security and hold such funds as Payment Security hereunder.
- B. In the event Authority is required to draw down or collect against Company's Payment Security for any reason, Company will, within fifteen (15) days after such draw down or collection, take such action as is necessary to replenish the existing Payment Security to an amount equal to three (3) months' estimated Rents or provide additional or supplemental Payment Security from another source so that the aggregate of all Payment Security is equal to three (3) months' estimated Rents payable by Company pursuant to this Agreement.
- C. In addition to the foregoing, upon the occurrence of any act or omission by Company that would constitute an Event of Default under this Agreement, or upon Company's election to assume this Agreement under Federal Bankruptcy Rules and Regulations, as such may be amended, supplemented, or replaced, Authority, by written notice to Company given at any time within ninety (90) days of the date such event becomes known to Authority, may impose or re-impose the requirements of this Article upon Company. In such event, Company will provide Authority with the required Payment Security within fifteen (15) days from its receipt of such written notice and will thereafter maintain such Payment Security in effect until the expiration of a period of eighteen (18) consecutive months during which

Company commits no additional act or omission that would constitute a default under in this Agreement or the termination of bankruptcy proceedings, whichever is later.

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

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

ARTICLE 18 PROPERTY DAMAGES

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

18.02 Extensive Damage. In the event damages as referenced in Section 18.01 are so extensive as to render all or a significant portion of the Company Premises untenable, but capable of being repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will make the repairs with due diligence, at its own cost and expense.

18.03 Complete Destruction. In the event the Company Premises are completely destroyed by fire, explosion, the elements, a public enemy, Act of God, or other casualty or are so damaged as to render the entire Company Premises untenable, and the Company Premises cannot be repaired within 120 days, Company will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, and reconstruct the Company Premises. In the event Authority elects not to repair, replace, and reconstruct the Company Premises, Authority will not be required to grant alternative premises and this Agreement and the obligations of the Parties hereunder will terminate.

18.04 Abatement of Rents. In the event of extensive damage or complete destruction as referenced in Sections 18.02 and 18.03, the portion of the Rents attributable to untenable Company Premises will abate from the date of casualty until such time as Authority issues notice to Company that the untenable portion of the Company Premises can be re-occupied. Notwithstanding the foregoing, in the event the Company Premises are damaged or destroyed as a result of the act or omission

of Company, including negligence, Company's Rents will not abate, and Company will be responsible for all costs to repair or rebuild that portion of the Company Premises damaged or destroyed as a result of Company's act or omission.

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

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

ARTICLE 19

COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

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

ARTICLE 20

FAA APPROVAL

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

ARTICLE 21

ENVIRONMENTAL

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

- A. Company is knowledgeable of and agrees to comply with all applicable Environmental Laws that apply to Company's facilities or operations at its Company Premises or the

Airport. The Company acknowledges that such Environmental Laws change from time to time, and Company agrees to keep informed of any such future changes.

- B. In addition to any and all other requirements of Company to indemnify and hold Authority harmless contained in this Agreement, to the maximum extent permitted by State law, Company agrees to indemnify and defend and hold harmless Authority and all other Indemnified Parties from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) any violation by Company or any of its Company Parties of such applicable Environmental Laws and for any non-compliance by Company or any of its Company Parties with any permits issued to Company pursuant to such Environmental Laws, (ii) a presence or release of Hazardous Substances into the environment caused in whole or in part by Company or any of its Company Parties at its Company Premises or the Airport, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws, or the violation of any Environmental Laws due to Company's or its Company Parties' management, control, authorization, handling, possession, or use of Hazardous Substances at its Company Premises or elsewhere at the Airport; (iii) any breach by Company of any of the requirements of this Article 21; (iv) Company's remediation or failure to remediate Hazardous Substances as required by this Agreement; which indemnity will include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures, and monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Company or its Company Parties or against Authority by reason of Company's or its Company Parties' violation or non-compliance with Environmental Laws. The Company's obligations hereunder will survive the termination of the Term of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof, except that, in the event that Authority recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii) or (iv) above, Authority may not recover the same funds from Company; and provided, further, that the foregoing indemnity obligations are subject to the provisions of paragraphs (C) and (D) of Article 15 to the extent applicable.
- C. The Company agrees to cooperate with any investigation, audit, or inquiry by Authority or any Governmental Authority regarding possible violation of any Environmental Law upon the Company Premises or elsewhere at the Airport.

- D. The Company agrees that all remedies of Authority as provided herein with regard to violation of any Environmental Laws will be deemed cumulative in nature and will survive termination of this Agreement.
- E. The Company agrees that any notice of violation, notice of non-compliance, or other enforcement action of the nature described herein will be provided to Authority within twenty-four (24) hours of receipt by Company or Company's agent. In the event Authority receives a notice of violation, notice of non-compliance, or other enforcement action of the nature described herein, it will promptly provide that notice to Company. Any violation or notice of violation or non-compliance with an Environmental Law that Company fails to rectify within the cure period established in the "Default and Termination" Article of this Agreement will be deemed an Event of Default under this Agreement.
- F. In entering this Agreement, Authority expressly relies on the covenants, representations, and warranties of Company as stated herein.

21.02 Environmental Considerations.

- A. The Company and its Company Parties will not discharge or spill any Hazardous Substance into any component of the storm drainage system or onto any paved or unpaved area within the boundaries of the Company Premises. In addition, neither Company nor any Company Party will discharge or spill any Hazardous Substance into any component of the sanitary sewer system without first neutralizing or treating same as required by applicable anti-pollution laws or ordinances, in a manner satisfactory to Authority and other Governmental Authorities having jurisdiction over or responsibility for the prevention of pollution of canals, streams, rivers, bays, and other bodies of water. The Company's discharge, spill or introduction of any Hazardous Substance onto the Company Premises or into any component of Authority's sanitary or storm drainage systems will, if not remedied by Company with all due dispatch, at the sole discretion of Authority, be deemed an Event of Default and cause for termination of this Agreement by Authority, subject to notice and cure. Such termination will not relieve Company of or from liability for such discharge or spill.
- B. If Company is deemed to be a generator of hazardous waste, as defined by Applicable Laws, Company will obtain a generator identification number from the U.S. EPA and the appropriate generator permit and will comply with all Applicable Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Applicable Laws.

- C. The Company agrees to provide Authority, within ten (10) days after Authority's request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage and disposal plans, safety data sheets and waste disposal manifests prepared or issued in connection with Company's use of the Company Premises or operations at the Airport.
- D. At the end of the Term of this Agreement, Company will dispose of all solid and hazardous wastes and containers in compliance with all Applicable Laws. Copies of all waste manifests will be provided to Authority at least thirty (30) days prior to the end of the Term of this Agreement.

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

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

21.05 Petroleum Storage Systems.

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

attended by a person who has completed an FAA-approved aircraft fueling training program. The Company will comply with all requirements of 40 CFR Part 112, as may be revised or amended. As a result, Company will prepare and implement a Spill Prevention Control and Countermeasure plan as applicable. Notification and response related to the spill or release of petroleum products will be in compliance with FDEP regulations as well as EPC's requirements.

- C. The Company will strictly comply with safety and fire prevention ordinances of the City of Tampa and Hillsborough County and all applicable safety regulations at the Company Premises that may be adopted by Authority. The Company will provide adequate fire extinguishers and will establish a fuel dispensing operations manual for its employees and submit a copy to Authority.
- D. The Company is responsible for all costs and expenses that may be incurred as a result of compliance with this Article.

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

- A. The Company is required to submit a Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity. The Authority and Company both acknowledge that close cooperation is necessary to ensure compliance with any applicable stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. The Company acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Company by implementing and maintaining BMPs. The Company will establish a BMP plan for the Company Premises and submit a copy to Authority.
- B. The Company will be knowledgeable of any stormwater discharge permit requirements applicable to Company and with which Company will be obligated to comply. The submittal of a Notice of Intent will be made by Company to the FDEP, and a copy will be submitted to Authority. The Company is required to comply with the following requirements including, but not limited to, certification of non-stormwater discharges;

collection of stormwater samples; preparation of a Stormwater Pollution Prevention Plan or similar plans; implementation of BMPs; and maintenance and submittal of necessary records. In complying with such requirements, Company will observe applicable deadlines set by the regulatory agency that has jurisdiction over the permit. The Company agrees to undertake, at its sole expense, those stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to the Company Premises, and Company agrees that it will hold harmless and indemnify Authority for any violations or non-compliance with any such permit requirements.

21.07 Environmental Inspection at End of Agreement Term.

- A. At Authority's discretion, at least one hundred and twenty (120) days before the expiration or early termination of the Term as provided herein, Company will conduct an environmental inspection and examination of the Company Premises. At its discretion, Authority may complete environmental reviews to determine if recognized environmental conditions exist that could warrant soil and groundwater sampling. If warranted by the findings of Company or Authority's inspection or if requested by Authority, a compliance audit or site assessment will be performed within the aforementioned time period by a qualified professional acceptable to Authority who will report the findings to Authority. The cost for professional consulting or engineering services required for such audit will be at the expense of Company. If a site assessment is conducted, Company agrees to pay all associated laboratory and testing fees incurred to test and analyze samples collected during the site assessment process. The Authority may also choose to conduct the compliance audit or site assessment. If the results of the assessment indicate that the Company Premises have been impacted by the release of Hazardous Substances, Company will immediately take such action as is necessary and will provide a substantial guaranty in a form and content acceptable to Authority that Company will clean up the contamination at its own expense, at no expense to Authority, and in accordance with Applicable Laws to the extent that it is obligated to do so by virtue of the foregoing provisions of this Article.
- B. During the period of a cleanup due to the environmental condition of the Company Premises or common use areas, Company's obligations, including the payment of Rents, under the existing terms of this Agreement will continue in full force and effect, in addition to any other damages for which Company may be liable.
- C. The firm conducting cleanup work must be approved by Authority, and the methodology used by such firm must be consistent with engineering practices and methods required by Governmental Authority and must be reasonably acceptable to Authority.

ARTICLE 22
REPORTS AND AUDITS

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

At any time or times during the Term of this Agreement or within three (3) years after the end of this Agreement, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of substantiating the accuracy of payments to Authority or Company's compliance with other provisions of this Agreement. Free and unrestricted access will be granted to all of Company's records directly pertinent to this Agreement for purposes of substantiating payments or compliance. If the records are maintained at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. In the event Company maintains the needed documentation in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed. If, as a result of any engagement, it is established that Company owes additional fees or charges to Authority, Company will pay such additional fees and charges and Authority may assess interest in accordance with Section 6.04.

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

ARTICLE 23
AMERICANS WITH DISABILITIES ACT

The Company will comply with the requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility

Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

ARTICLE 24
NON-DISCRIMINATION

24.01 These provisions apply to all work performed under this Agreement. Failure to comply with the terms of these provisions may be sufficient grounds to:

- A. Terminate this Agreement;
- B. Seek suspension/debarment of Company; or
- C. Take any other action determined to be appropriate by Authority or the FAA.

24.02 Civil Rights – General – 49 USC § 47123. The Company agrees to observe and comply with those requirements of the FAA set forth in **Exhibit C**, as such requirements may be amended or interpreted by the FAA or the United States Department of Transportation from time to time.

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

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

ARTICLE 25
NON-EXCLUSIVE RIGHTS

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

ARTICLE 26
RIGHT TO DEVELOP AIRPORT

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

ARTICLE 27
RIGHT OF ENTRY

The Authority will have the right to enter the Company Premises for the purpose of periodic inspection of the Company Premises from the standpoint of safety and health, and monitoring of Company's compliance with the terms of this Agreement; provided, however, that, except in the case of an emergency as determined by Authority, Authority shall provide Company with prior notice to the Station Manager, if any (as defined in the Resolution), reasonable under the circumstances (which may be oral), of any entry onto the Company Premises.

ARTICLE 28
RIGHT OF FLIGHT

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

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

ARTICLE 29
GOVERNMENT INCLUSION

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

violates any such Grant Assurances, Authority has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

- 29.02 Federal Government's Emergency Clause. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.
- 29.03 Security. The Company and its Company Parties must comply with (i) the provisions of Authority's TSA-approved airport security plan for the Airport as from time to time existing, and (ii) applicable regulations of the TSA, as from time to time existing and (iii) security measures required of Company or Authority by the FAA or TSA. If Company or any of its Company Parties shall fail or refuse to comply with said measures and such non-compliance results in a monetary penalty or other damages being assessed against Authority, then, in addition to any other terms of this Agreement, Company shall be responsible and shall reimburse Authority in the full amount of any such monetary penalty or other damages, plus an Administrative Charge. This amount must be paid by Company within ten (10) days of written notice.

ARTICLE 30

SIGNS

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

ARTICLE 31

ASSIGNMENT AND SUBLEASING

The Company will not assign or sublease this Agreement without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. Any purported assignment or sublease of this Agreement without the prior written consent of Authority shall be void *ab initio* and of no effect. If a

sublease is approved, Company will be solely responsible for ensuring that its sublessee performs pursuant to and in compliance with the terms of this Agreement.

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

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

ARTICLE 32
COMPANY TENANCY

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

ARTICLE 33
CONDEMNATION

If the whole or any part of the Company Premises is acquired by a condemning authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain, then in and as a direct result of that event, this Agreement will terminate from the date of sale or title vesting, and Company will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired Term of this Agreement or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of Company to separately claim moving costs or business loss solely against the condemning authority where statutes or other applicable law apply.

ARTICLE 34
SURRENDER OF COMPANY PREMISES

The Company will surrender up and deliver the Company Premises to Authority upon the conclusion of the Term or earlier termination of this Agreement in the same condition as existed at the commencement of the Term, ordinary wear and tear excepted. Provided Company is not in default of this Agreement, Company will immediately remove all of its personal property from the Company Premises and common use areas at the conclusion of the Term. Failure on the part of Company to remove its personal property within ten (10) days after the date of termination will constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property will be borne by Company. If Company is in default of payment of any Rents,

Authority will have a lien for such Rents upon any property found upon the Company Premises or common use areas in accordance with Florida Statutes and, in such event, Company will not remove any property from the Company Premises or common use areas without written approval of Authority.

ARTICLE 35
PERSONAL PROPERTY

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

ARTICLE 36
APPLICABLE LAW AND VENUE

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

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

ARTICLE 37
AUTHORITY APPROVALS

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

ARTICLE 38
INVALIDITY OF CLAUSES

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

ARTICLE 39

HEADINGS

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

ARTICLE 40

NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)

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

Or

(HAND DELIVERY)

Hillsborough County Aviation Authority
Tampa International Airport
4160 George J. Bean Parkway
Suite 2400, Administration Building
Tampa, Florida 33607
Attn: Chief Executive Officer

TO COMPANY:

(MAIL DELIVERY)

INVICTA GROUP SERVICES, INC, d/b/a
Invicta Air Charter
15874 SW 82 ST
Miami, FL 33193
Attn: President

Or

(HAND DELIVERY)

INVICTA GROUP SERVICES, INC, d/b/a
Invicta Air Charter
15874 SW 82 ST
Miami, FL 33193
Attn: President

or to such other address as either Party may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

If the notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

ARTICLE 41
SUBORDINATION TO TRUST AGREEMENT

- A. This Agreement and all rights of Company hereunder are expressly subordinate and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made at any time by Authority to secure financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Trust Agreements and other financing documents made by Authority authorizing the issuance of bonds, subordinated indebtedness or other indebtedness by Authority. Conflicts between this Agreement and the documents mentioned above will be resolved in favor of such documents.
- B. The Authority shall notify Company in advance of any proposed amendments or supplements to the Trust Agreements and other financing documents that would alter the terms and provisions of this Agreement.
- C. With respect to bonds, subordinated Indebtedness and other indebtedness that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such bonds, subordinated indebtedness and other indebtedness for Federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (collectively, "Tax-Exempt Indebtedness"), Company may not act, or fail to act (and will immediately cease and desist from any action, or failure to act), with respect to the use of the Company Premises, if the act or failure to act may cause, in the sole judgment of Authority, Authority to be in noncompliance with the provisions of the Code, nor may Company take, or persist in, any action or omission which may cause the interest on the Tax-Exempt Indebtedness either (i) not to be excludable from the gross income of the holders thereof for Federal income tax purposes; or (ii) to the extent such obligations were issued as exempt from the alternative minimum tax (the "AMT"), to become subject to the AMT for Federal income tax purposes, and Company may not elect to take depreciation on any portion of the Company Premises financed with the proceeds of such Tax-Exempt Indebtedness.

ARTICLE 42
FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency demands and takes over the entire facilities of the Airport or the portion thereof wherein the Company Premises are located, for war or national emergency, for a period in excess of ninety (90) consecutive days, then this Agreement will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of this termination,

Company's obligation to pay Rents will cease; however, nothing herein will be construed as relieving either party from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 43

RADON GAS OTHER PROPERTY CONDITION NOTIFICATIONS

43.01 RADON GAS: In accordance with requirements of the State, the following notification statement will be included in all agreements relating to rental of real property. This is provided for information purposes only.

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

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

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

ARTICLE 44
RELATIONSHIP OF THE PARTIES

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

ARTICLE 45
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

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

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

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

The Authority maintains its records in electronic form in accordance with State records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored

electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

ARTICLE 46
MISCELLANEOUS

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

ARTICLE 47
TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

ARTICLE 48
INCORPORATION OF EXHIBITS

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

ARTICLE 49
NO INDIVIDUAL LIABILITY

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

ARTICLE 50
AMENDMENTS

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

ARTICLE 51
COMPLETE AGREEMENT

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

[Remainder of Page is Intentionally Left Blank]

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

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

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

By: _____
Gary W. Harrod, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

Signature of Notary Public – State of Florida

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

INVICTA GROUP SERVICES, INC d/b/a
INVICTA AIR CHARTER

Signed in the presence of:

By: _____

Title: _____

Witness Signature

Print Name

Print Name

Print Address

Witness Signature

Print Name

INVICTA GROUP SERVICES, INC d/b/a INVICTA AIR CHARTER

STATE OF _____

COUNTY OF _____

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

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

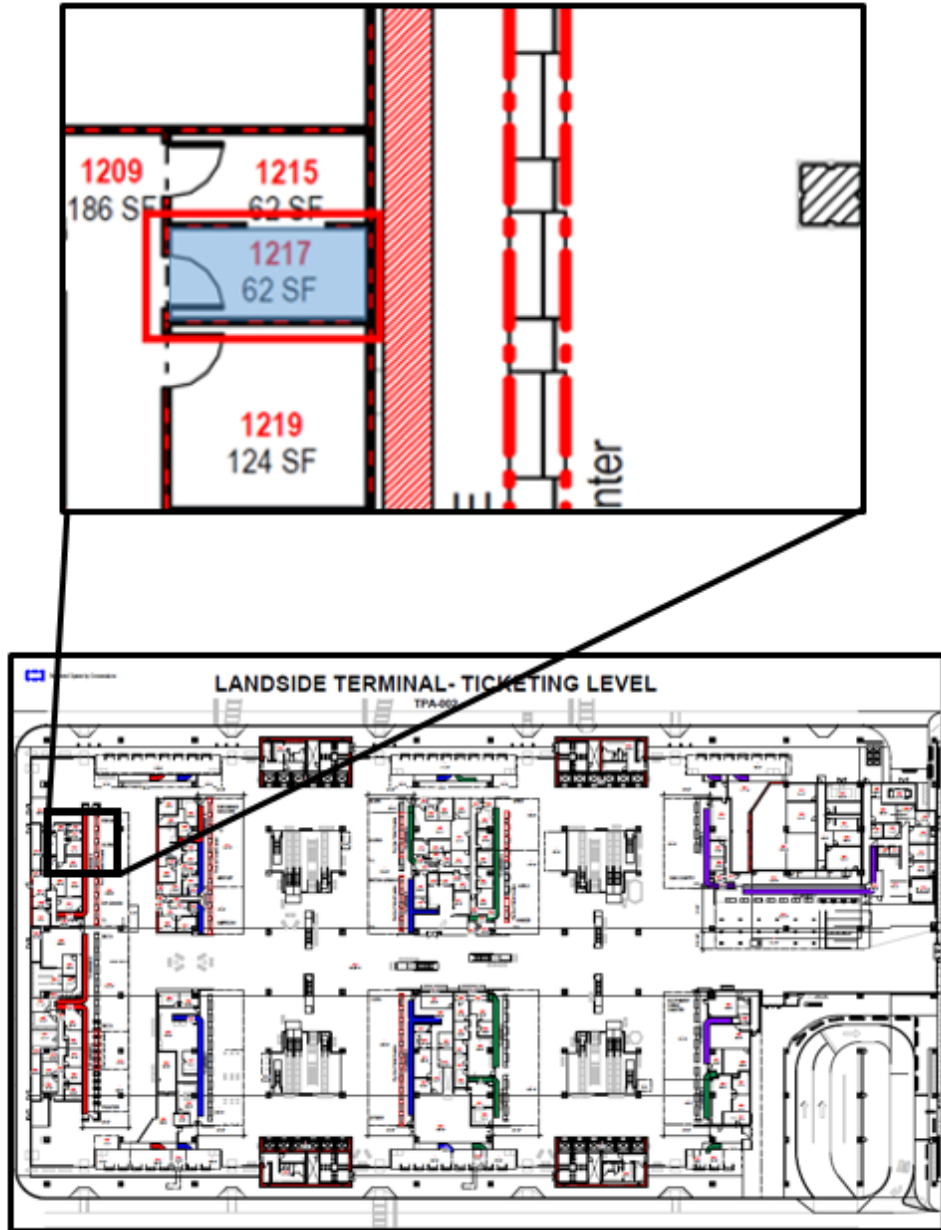
(Signature of Notary Public – State of _____)

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


Personally known to me OR Produced Identification

(Type of Identification Produced)

INVICTA GROUP SERVICES, INC d/b/a INVICTA AIR CHARTER
EXHIBIT A
TICKETING LEVEL OFFICE



LEGEND

 Ticketing Level Office Space - 62 SF

