



## Concession Contract For Vending Services

Contract No.: \_\_\_\_\_

### Parties And Addresses:

Authority: Hillsborough County Aviation Authority  
Post Office Box 22287  
Tampa, Florida 33622  
Telephone: 813-870-8700  
Fax: 813-875-6670

Concessionaire: Compass Group USA, Inc., by and through its Canteen Division  
28100 US Hwy. 19 N., Ste. 307, Clearwater, FL 33761

Term Date: January 1, 2021 through December 31, 2022

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## CONCESSION CONTRACT[Click HERE and Type Lease Number]

This Concession Contract for Vending Services (hereinafter referred to as Contract) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (hereinafter referred to as Authority), and Compass Group USA, Inc., by and through its Canteen Division, authorized to do business in the State of Florida (hereinafter referred to as Concessionaire), (collectively hereinafter referred to as the Parties).

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

### Article I. DEFINITIONS

#### Section 1.01 DEFINITIONS

The following terms shall have the meanings set forth below:

- A. **Airport:** Tampa International Airport located at 4100 George J. Bean Parkway, Tampa, Florida.
- B. **Airport Terminals:** The passenger transportation facilities at the Airport, existing or under construction as of the effective date, or to be constructed during the Term of this Contract, known individually, as of the effective date, as the Main Terminal, Airside A, Airside C, Airside E, and Airside F, including all user movement areas, areas leased exclusively or preferentially to any third party or parties, common areas and baggage claim areas therein and interconnecting hallways, concourses, and bridges.
- C. **Annual Audit:** An annual certified statement from Concessionaire's Chief Financial Officer (CFO) or equivalent position or an annual audit report by an independent certified public accountant (CPA), licensed in the State of Florida and acceptable to the Authority as required by Section 6.04.
- D. **Assigned Areas:** The designated area(s), as shown in Exhibit C, Location Map, that are utilized by Concessionaire for the Concession set forth herein.
- E. **Board:** The Hillsborough County Aviation Authority Board of Directors.
- F. **Business Hours:** 7:00 a.m. through 6:00 p.m., Sunday through Saturday.
- G. **CEO:** The Hillsborough County Aviation Authority Chief Executive Officer.
- H. **Common Area:** Those areas of the Airport Terminals that are not leased, licensed, or otherwise designated or made available by Authority for exclusive or preferential use by a specific party or parties.

- I. **Concession:** The rights granted to Concessionaire by Authority to provide approved Vending Services, and related operations thereto, in accordance with the terms and conditions of this Contract.
- J. **Concessionaire:** The legal entity that is party to this Contract who is bound by this Contract to develop and operate the Concession at the Airport. In all provisions of this Contract that require a person to comply with a specific provision requiring representation of Concessionaire, this person shall be an authorized official of Concessionaire.
- K. **Concessions Handbook:** The compilation of Authority's standards, procedures, requirements, directives, and rules and regulations governing the operations of concessionaires and actions of their employees, representatives, agents, contractors, and vendors. Authority reserves the right to amend the Concessions Handbook during the Term. Any amendment of the Concessions Handbook will be binding on Concessionaire, provided that the amendment of the the Concessions Handbook does not conflict with other terms and conditions of this Contract.
- L. **Concessionaire's Operating Obligations:** The various maintenance, repair, and operating duties hereunder to be performed by Concessionaire, at its own cost and expense, in the performance of the Concession. The performance of the obligation by the Concessionaire, or payment to a third party for the performance of these obligations, are not rental payments or other considerations for the right to occupy real property, but are acknowledgements by the Concessionaire of its obligation to maintain and otherwise keep the Assigned Areas clean and vending machines in working condition.
- M. **Contract:** This Concession Contract, including all exhibits, schedules, subsequent amendments and attachments thereto.
- N. **Contract Dates:**
  - 1. **Commencement Date:** Concessionaire will begin providing services on January 1, 2021.
  - 2. **Expiration Date:** The Contract Expiration Date will be December 31, 2022.
- O. **Contract Year:**
  - 1. With respect to the first year of this Contract, the period commencing on January 1, 2021 and continuing through December 31, 2021.
  - 2. With respect to subsequent years of this Contract, each consecutive twelve-month period thereafter.
- P. **Director of Concessions:** The Authority employee designated by the Authority Chief Executive Officer to manage and oversee this Contract.
- Q. **FAA:** The Federal Aviation Administration or any successor thereto.

- R. **First Class:** A manner of operation of the Concession, a standard of quality of materials and construction, and/or a standard of quality of services that meets standards in other airports throughout the United States.
- S. **Fiscal Year:** The twelve-month period beginning October 1<sup>st</sup> of a calendar year through September 30<sup>th</sup> of the following calendar year.
- T. **General Aviation Airports:** Tampa Executive Airport, Peter O. Knight Airport, and Plant City Airport.
- U. **Gross Receipts:** The total amount of the vending funds collected by Concessionaire.
- V. **Main Terminal:** The nine-level central passenger terminal building at the Airport that contains: Level 1-baggage claim; Level 2-airline ticket counters; Level 3-transfer to Airside Terminals; and Levels 4 through 9— six short-term parking levels.
- W. **Privilege Fee:** The Privilege Fee shall be fifteen percent (15%) of Concessionaire's monthly Gross Receipts for the Assigned Areas that are accessible to the public for each month, or portion thereof, during the Contract Term.
- X. **Tenant Work Permit Handbook:** The compilation of Authority standards, procedures, requirements, and rules and regulations governing Concessionaire's construction activities at the Airport which is incorporated herein and attached hereto as Exhibit E. Authority reserves the right to amend the Tenant Work Permit Handbook during the Term. Any such amendment to the Tenant Work Permit Handbook will be binding on Concessionaire without need for amendment of this Contract, provided that such amendment of the Tenant Work Permit Handbook does not conflict with the other terms and conditions of this Contract.
- Y. **Term:** The period of time beginning on the Commencement Date and ending on the Expiration Date unless terminated sooner by either party in writing with thirty (30) days advanced notice.
- Z. **Trade Fixtures:** All furniture, fixtures and vending machines installed by Concessionaire within the Assigned Areas for use in its performance of the Concession which may be removed from the Assigned Areas without causing material damage to the Assigned Areas.
- AA. **Transition Period:** A period of not more than one (1) month following the Expiration Date of this Contract.
- BB. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.
- CC. **Vending Services:** Refers to the services required to meet operational standards as set forth in Section 8.02.



**Section 1.02 CONTRACT**

**A. Exhibits**

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Contract. Based on the needs of Authority and as agreed to by the parties, the Exhibits may be modified from time to time by letter to Concessionaire without formal amendment to this Contract.

- a. Exhibit A, Scope
- b. Exhibit B, Pricing and Product Structure
- c. Exhibit C, Location Maps
- d. Exhibit D, Monthly Sales Report
- e. Exhibit E, Tenant Work Permit Handbook
- f. Exhibit F, Scrutinized Company Certification

**B. Interpretations**

- 1. Day(s), as used herein, unless otherwise stated, shall mean calendar day(s).
- 2. Month(s), as used herein, unless otherwise stated, shall mean calendar month(s).

**Article II. SUMMARY OF CONTRACT PROVISIONS**

The following table is a statement of key provisions of this Contract (hereinafter referred to as Summary of Contract Provisions).

| Summary of Contract Provisions |                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Authority Address:             | Hillsborough County Aviation Authority<br>Post Office Box 22287<br>Tampa, FL 33622<br>Attn: Airport Concessions Department<br>Telephone: 813-870-8700<br>Fax: 813-875-6670<br><br><u>Address for courier delivery:</u><br>Hillsborough County Aviation Authority<br>Tampa International Airport<br>4100 George J. Bean Parkway, Suite 3311<br>Tampa, FL 33607 |
| Concessionaire Address:        | Compass Group USA, Inc., by and through its Canteen Division<br>28100 US Hwy. 19 N., Clearwater, FL 33761                                                                                                                                                                                                                                                     |

|                            |                                                                                   |
|----------------------------|-----------------------------------------------------------------------------------|
| Concession Assigned Areas: | See Exhibit C, Location Maps                                                      |
| Effective Date:            | Date of full execution of this Contract by the Parties                            |
| Commencement Date:         | January 1, 2021                                                                   |
| Initial Expiration Date:   | December 31, 2022                                                                 |
| Privilege Fee Rate:        | Contract Year 1: 15%<br>Contract Year 2: 15%                                      |
| Other Services:            | Authority reserves the right to add or modify services within the Assigned Areas. |

### **Article III. ASSIGNED AREAS**

#### **Section 3.01 DESCRIPTION**

Authority hereby assigns to Concessionaire and Concessionaire hereby agrees to accept from Authority the Assigned Areas at the Airport as listed and depicted in Exhibit C, Location Maps including any improvements to be made or modifications to be made thereto. No part of the Airport Terminals or any location on the Airport, the General Aviation Airports, or Authority-owned property shall be part of the Assigned Areas unless listed in Exhibit C, Location Maps.

#### **Section 3.02 ADDITIONS TO AND DELETIONS FROM THE ASSIGNED AREAS**

Authority may, during the Term, request additional space(s) or delete space(s) from the Assigned Areas. All space(s) added to the Assigned Areas pursuant to this Section 3.02 shall be subject to all the terms, conditions, and other provisions of this Contract. The Authority shall modify Exhibit C, Location Maps, as necessary to incorporate other services to the Assigned Areas and space deletions from the Assigned Areas, by letter executed by the Director of Concessions or designee, and acknowledged by Concessionaire, without need for formal amendment to this Contract.

#### **Section 3.03 RECLAIMING OF ASSIGNED AREAS FOR AIRPORT PURPOSES**

Authority reserves the right to reclaim the Assigned Areas when, in the sole discretion of Authority, such reclaiming is necessary for the development or operation of the Airport or is in the best interest of Authority. Authority will make a reasonable effort to identify other location(s) within the Airport containing substantially the same area as the portion(s) of the Assigned Areas being reclaimed (such other location(s), if any, hereinafter referred to as the Replacement Assigned Areas).

Authority shall exercise such right to reclaim by giving Concessionaire not less than 30 days' prior written Notice of Intent to Reclaim Assigned Areas specifying the effective date of the reclaiming and identifying Replacement Assigned Areas, if any. Concessionaire shall, by written notice given to Authority no later

than five (5) days after receipt of Notice of Intent to Reclaim Assigned Areas, notify Authority of its acceptance of the Replacement Assigned Areas, if any, whereupon, as of the effective date provided in the Authority Notice of Intent to Reclaim Assigned Areas:

1. All of the terms, covenants, conditions and provisions of this Contract shall continue in full force and effect and apply to the Replacement Assigned Areas;
2. Concessionaire shall move from the Assigned Areas, or portion(s) thereof being reclaimed by Authority, into the Replacement Assigned Areas on or before the effective date stated in the Authority Notice of Intent to Reclaim Assigned Areas and shall vacate and surrender possession of the Assigned Areas or portion(s) thereof being reclaimed by Authority; and
3. Subject to the other provisions of this Contract, Concessionaire shall be deemed to have accepted possession of the Replacement Assigned Areas in its "as is" condition as of the effective date stated in the Authority Notice of Intent to Reclaim Assigned Areas.

Concessionaire shall not be compensated and Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business as a result of moving to Replacement Assigned Areas.

If no Replacement Assigned Areas are available, as determined solely by Authority, or if Concessionaire fails to respond to the Authority Notice of Intent to Reclaim Assigned Areas within five (5) days after receipt of such notice or otherwise rejects the Replacement Assigned Areas, or if Authority deems the use(s) or concept(s) are not appropriate at the Replacement Assigned Areas, then the Contract for the Assigned Areas or portion(s) thereof being reclaimed will terminate on the effective date provided in the Notice of Intent to Reclaim Assigned Areas and provisions of this Contract related to termination shall apply.

The Parties agree to modify Exhibit C, Location Maps as necessary, within ten (10) days of the effective date stated in the Notice of Intent to Reclaim Assigned Areas, to delete the portion(s) of the Assigned Areas being vacated and incorporate the Replacement Assigned Areas, if any. These modifications will be confirmed by letter executed by the Director of Concessions and acknowledged by Concessionaire, without need for formal amendment to this Contract.

#### **Section 3.04 MINOR MODIFICATIONS TO ASSIGNED AREAS**

Authority shall have the right to make minor modifications to any portion of the Assigned Areas at the sole discretion of Authority to accommodate Airport operations, security renovations, maintenance, or other work to be completed in the Airport. Minor modifications are subject to all provisions in Section 3.02.

#### **Section 3.05 INGRESS AND EGRESS**

Concessionaire will have the right of ingress to and egress from the Airport and the Assigned Areas for

Concessionaire's officers, authorized officials, employees, agents, and invitees, including customers, suppliers of materials, furnishers of services, vending machines, vehicles, machinery and other property. Right of ingress and egress will be subject to FAA Regulations, as amended, applicable laws, and Authority Rules and Regulations and Operating Directives.

### **Section 3.06 ASSIGNED AREAS ACCEPTANCE AS IS**

Concessionaire accepts the Assigned Areas in its present condition, as is and with all faults. Authority shall not be obligated to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including any utilities or telephone/data service) on or to the Assigned Areas during the Term other than as explicitly stated in this Contract.

### **Section 3.07 NO WARRANTY OF ECONOMIC VIABILITY**

Authority makes no warranty, promises or representations as to the economic viability of the Assigned Areas or Concessionaire's business concept(s) or any other matter pertinent to the potential or likelihood for success or failure of Concessionaire business operations. Concessionaire acknowledges that aspects of Airport operations are subject to change during the Term without notice and that the Authority makes no warranty regarding Concession usage. Except as is specifically set forth herein, Authority shall not, by virtue of the existence of this Contract, be constrained in connection with its operation of the Airport.

## **Article IV. PRODUCT SELECTION AND PRICE ADJUSTMENTS**

### **Section 4.01 PRODUCT SELECTION**

Concessionaire will provide the approved snack, food and beverage items listed on Exhibit B, Pricing and Product Structure, attached hereto. Concessionaire may make recommendations of changes to product selections in writing for review by the Authority. The Authority's Director of Concessions has the exclusive right to modify, add or delete product selections by written notification to Concessionaire and without formal amendment to this Contract. Concessionaire agrees to make all changes requested within 30 days of notification by the Authority.

### **Section 4.02 PRICE ADJUSTMENTS**

The Contract will allow for annual price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) or two percent (2%), whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

Price adjustments shall be requested prior to the beginning of each Contract Year and shall not exceed the respective CPI. No consideration shall be given to price adjustments requests received after such date.

## **Article V. TERM**

### **Section 5.01 TERM**

This Contract shall be effective and binding upon the Parties as of the Commencement Date. The Term of this Contract shall begin on January 1, 2021 and continue through December 31, 2022, unless terminated sooner as herein provided.

### **Section 5.02 TERMINATION**

This Contract may be terminated by either party, with or without cause, upon 30 days' written notice. In the event any such notice of termination is given, the termination of this Contract will be effective 30 calendar days from the date of the notice or such date set forth in the notice of termination if greater than 30 days.

### **Section 5.03 HOLDOVER**

Any occupancy of Assigned Areas by Concessionaire with the written consent of Authority after the Expiration Date of this Contract shall be on a month-to-month basis with all provisions of this Contract, including all fees and charges, remaining in place until such time that Authority gives notice to Concessionaire to surrender the Assigned Areas. Notice to surrender Assigned Areas will be provided not less than thirty (30) days prior to the anticipated surrender date.

Any occupancy of Assigned Areas by Concessionaire after the termination of this Contract without the written approval of Authority constitutes a month-to-month lease on the same terms and conditions as this Contract. Concessionaire must pay the Privilege Fee for the entire holdover period for that portion of Assigned Areas where this Contract has expired or been terminated. No occupancy of any portion of the Assigned Areas by Concessionaire after the expiration or other termination of this Contract with respect to such portion of the Assigned Areas extends the Term, except as a holdover tenancy. In the event of such holdover tenancy, Concessionaire shall indemnify Authority against all damages arising out of Concessionaire's holdover tenancy, including, but not limited to, any costs incurred by Authority to evict Concessionaire, and all insurance policies and Security Deposits required to be obtained and maintained by Concessionaire as set forth in this Contract shall continue in full force and effect.

### **Section 5.04 RIGHTS AND OBLIGATIONS UPON EXPIRATION OR TERMINATION**

Concessionaire shall, upon termination of this Contract, with or without cause, surrender the Assigned Areas to Authority peaceably, quietly and in as good order and condition as the same now are or may be hereafter improved by Concessionaire or Authority, reasonable use and wear thereof and damage by casualty which damage Concessionaire did not cause and is not required to repair or restore, excepted.

Concessionaire shall remove all vending machines and signage. Authority shall be entitled to exercise the non-judicial remedy of restricting Concessionaire's access to the Assigned Areas as a means of enforcing Authority right of possession, including without limitation, the de-activation of Concessionaire's security badges or credentials. This right of de-activation shall not, and legally cannot, limit or otherwise affect Authority governmental police powers to de-activate security credentials for security or other governmental reasons.

Upon expiration or termination of this Contract, Concessionaire shall remove all vending machines installed by Concessionaire and other personal property, and leave the Assigned Areas in broom clean condition. Any damage to the Assigned Areas caused by Concessionaire's removal of such vending machines or property shall be immediately repaired by Concessionaire at Concessionaire's expense and to the satisfaction of Authority. Notwithstanding the foregoing, if Concessionaire fails to remove such vending machines or property within ten (10) days from the date of termination of this Contract, then Concessionaire shall be deemed to have abandoned same and Authority shall have the right, at its option, and in its sole discretion, to take title to said furniture, fixtures, vending machines and/or property and sell, contract, salvage, or dispose of the same in any manner permitted by law. Concessionaire shall have no right, interest or claim in or to any proceeds of the sale or other disposition of such items. Any net expense Authority incurs in disposing of such items shall be immediately reimbursed by Concessionaire. No act by Authority shall be deemed an acceptance of a surrender of the Assigned Areas. No acceptance of a surrender of the Assigned Areas shall be valid unless it is in writing and signed by Authority.

#### **Section 5.05 END OF TERM TRANSITION**

Prior to the Expiration Date, Authority, at its sole discretion, may award and transition to a new contract for Vending Services or other concessions that may include rights to the Assigned Areas or portions thereof. If Concessionaire is not selected for the new contract, Authority will notify Concessionaire in writing of the exact dates of a transition period. Concessionaire will cooperate fully with Authority and Concessionaire's successor to ensure an effective and efficient transition of the Assigned Areas and concession operations to the successor. Concessionaire acknowledges its responsibility to continuously perform the Concession in a first class manner during the transition to the successor.

### **Article VI. RENTALS, FEES, OTHER CHARGES, REPORTING, AND ACCOUNTING RECORDS**

#### **Section 6.01 GROSS RECEIPTS**

Gross Receipts will be the total amount of the vending funds collected by Concessionaire for each month, or portion thereof, for use of the vending machines.

#### **Section 6.02 PRIVILEGE FEE**

In consideration of the rights granted herein to operate the Concession at the Airport, beginning on the

Commencement Date and continuing through the Expiration Date, Concessionaire agrees to pay to Authority for each month, or portion thereof, an amount as detailed below. The payment of this Privilege Fee is not a payment of rent, but is a payment excluded from the tax imposed by Florida Statute Section 212.02(10)(j).

The Privilege Fee shall be the monthly fee paid by Concessionaire to Authority. The Privilege Fee for each month, or portion thereof, shall be fifteen percent (15%) of Concessionaire's monthly Gross Receipts for the Assigned Areas that are accessible to the public during the Contract Term.

A. Payment of Privilege Fee.

Within fifteen (15) business days after the end of each month during the Term of this Contract, Concessionaire shall pay to Authority the Privilege Fee due for the previous month, or portion thereof.

**Section 6.03 FAILURE TO MAKE TIMELY PAYMENTS**

Without waiving any other right or action available to Authority, in the event Concessionaire is delinquent in the payment of fees, or charges hereunder or rightly due and owing by an audit of Concessionaire's books and records as provided in Section 6.04, and in the event Concessionaire is delinquent in paying to Authority any such fees, or charges for a period of seven (7) days after the payment is due, Authority reserves the right to charge Concessionaire interest thereon, from the date such fees, or charges became due to the date of payment, at twelve percent (12%) per annum or up to the maximum extent permitted by law.

In the event of a dispute as to the amount to be paid, Authority shall accept the sum tendered without prejudice and, if a deficiency is determined to exist, interest shall apply only to the deficiency.

The right of Authority to require payment of interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of Authority to enforce other provisions herein, including termination of this Contract, and to pursue other remedies provided by law.

The failure of Authority to take action in the event of a delinquent payment or series of payments shall in no way waive the right of Authority to take action at a subsequent time. Authority expects all rents, fees and charges to be paid on time and Concessionaire agrees to pay on time.

Notwithstanding other provisions of this Contract, and without limiting the other provisions of this Contract concerning, among other things, events deemed to constitute default of Concessionaire, Authority may, in Authority's reasonably exercised discretion, terminate this Contract upon written notice to Concessionaire if (i) there are recurring instances in which Concessionaire's payments required hereunder are not timely or are insufficient to cover sums actually due and payable; or (ii) Concessionaire fails to maintain adequate records and accounts reflecting its business operations at the Airport and calculation of Gross Receipts under this Contract; or (iii) Concessionaire fails or refuses to submit the formal supporting paperwork as required herein.

#### Section 6.04 RECORD KEEPING, REPORTS, ANNUAL AUDIT, AND END OF YEAR ADJUSTMENTS

- A. Generally Accepted Accounting Principles. Concessionaire shall prepare and maintain, in accordance with Generally Accepted Accounting Principles, complete and accurate books and records that include all financial transactions in the performance of this Contract. Concessionaire's system of accounts shall allow each Assigned Area to be distinguished from all other Assigned Areas. Concessionaire shall maintain source documents sufficient to support its books, records, and reports. All monies related to this Contract shall be deposited to and paid from a business bank account(s), the records for which shall be subject to review and audit in accordance with the provisions hereof.
- B. Monthly Sales Report. No later than fifteen (15) days after the end of each month during the Term, Concessionaire shall deliver to Authority a Monthly Sales Report, in a form as set forth in Exhibit D attached hereto, or electronically through a portal at the request of the Authority, stating Gross Receipts for said month and the calculation of the Privilege Fee payable for said month.
- C. Annual Audit. No later than 90 days after the end of each Contract Year, Concessionaire shall provide, at its sole cost and expense, an annual certified statement from Concessionaire's CFO (or equivalent position) or an annual audit report by an independent CPA, licensed in the State of Florida and acceptable to the Authority. The annual certified statement or annual audit report will cover the period of January 1<sup>st</sup> through December 31<sup>st</sup> of the Contract Year and will include a Schedule of Gross Receipts and Privilege Fees Due and Paid for each month of the Concessionaire's operations for the specified period in a format acceptable to Authority. The annual certified statement may be prepared by the CFO of the Concessionaire when payments to the Authority are less than thirty thousand dollars (\$30,000) annually. The annual audit report will be prepared by an independent CPA, licensed in the State of Florida and acceptable to Authority, when payments to the Authority are more than thirty thousand dollars (\$30,000) annually. When conducted by an independent CPA, there may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion as to the correctness and completeness of the reported Gross Receipts and Privilege Fees Due and Paid. The engagement will be conducted in accordance with Generally Accepted Auditing Standards and shall include an opinion on whether the Gross Receipts and Privilege Fees have been completely and accurately presented, calculated and reported according to the terms of this Contract.

Authority reserves the right to challenge any findings or conclusions of the annual audit report if it believes an error may have occurred. In such event, Authority may conduct its own audit under the provisions in Section 6.07, or may require production of the supporting documentation used to reach the finding or conclusion in question. The resolution by Authority of any dispute will be final. Delivery of an annual audit report containing a qualified opinion, or an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, as may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor board or agency thereto, will be



deemed a material breach of this Contract.

If Concessionaire has paid to Authority an amount greater than Concessionaire is required to pay as Privilege Fee for a Contract Year under the terms hereof, Concessionaire shall be entitled to a credit against Concessionaire's monthly installment of the Privilege Fee for the amount of the overpayment. If Concessionaire has paid less than the amount required to be paid as Privilege Fee for such Contract Year, then Concessionaire shall pay the difference to Authority with the delivery of the annual certified statement or annual audit report.

- D. Form, Frequency, and Method of Reporting. Acceptance of monthly reports and payments by Authority does not constitute agreement by Authority with the amounts reported and paid. Authority reserves the right to change the form and frequency of reports and statements, including, but not limited to, the Monthly Sales Report, and to require the submission by Concessionaire of other statistics and information pertaining to the Gross Receipts hereunder. Concessionaire agrees to change the form of the required reports and statements as requested by Authority and to provide any additional statistics and information Authority may request.

Authority shall have the right at any time to require that reports be delivered electronically using technology and procedures designated by Authority. If Authority instructs Concessionaire to deliver any reports and statements required hereunder by computer, e-mail, internet website, or transmission, Authority shall not be obligated to furnish Concessionaire with the equipment or systems necessary to do so.

#### **Section 6.05 PAYMENT METHOD AND STATEMENT FILING**

Concessionaire will submit all payments of Privilege Fee and all other fees and charges by Automated Clearing House electronic transfers. Reports and statements required to be filed by this Contract shall be delivered to [Receivables@TampaAirport.com](mailto:Receivables@TampaAirport.com).

The designated payment method and filing may be changed at any time by Authority upon ten (10) days written notice to Concessionaire.

#### **Section 6.06 FORM OF PAYMENT**

All payments due under this Contract shall be paid in lawful money of the United States of America. Authority may accept payment without prejudice to its right to recover the balance of said amount due and to pursue any other remedies in this Contract or otherwise. Concessionaire shall pay returned check fees as reasonably determined by Authority in the event of a returned check.

Concessionaire shall provide Authority with necessary information and authorizations as needed to facilitate such payments.

Section 6.07

**AUTHORITY RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS**

Notwithstanding Concessionaire's requirement to submit the Annual Report set forth herein, Authority, or its representative, will have the right through the expiration of the third year after the expiration or termination of this Contract, through its representatives, and at all reasonable times, to review all books, records, and contracts of Concessionaire, requested by Authority representatives to substantiate the accuracy of reported Gross Receipts and Concessionaire's compliance with other provisions of this Contract. This includes, but is not limited to, financial statements, general ledgers, sales journals, and daily or periodic summary reports that solely and directly pertain to this Agreement. There may be no limitation in the scope of the engagement that would hinder Authority in testing the accuracy and completeness of the reported Gross Receipts. All such books, records, and contracts shall be kept for a minimum period of five (5) years upon termination or expiration of this Contract.

Engagements will be conducted at the Airport. However, if agreed to by Authority, the engagement can be conducted at another location, in which event Concessionaire shall reimburse Authority for reasonable transportation, food and lodging costs associated with the engagement, accrued in accordance with Authority Policy and Standard Procedure relating to Travel Expenses. Concessionaire shall allow Authority representatives to photocopy records solely and directly related to this Agreement in order to conduct and support the engagement. Concessionaire shall provide Authority representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the engagement. Concessionaire shall not charge Authority for reasonable use of Concessionaire's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical microform or other media. Concessionaire shall provide all records and retrievals requested within seven (7) days of the request. The Parties recognize that Authority will incur additional costs if records requested 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 \$100 per day for each record requested that is not received. Such damages may be assessed beginning on the eighth (8<sup>th</sup>) day following the date the request was made. Accrual of such damages will continue until specific performance is accomplished.

If, as a result of any engagement, it is established that Concessionaire owes additional fees or charges to Authority, Concessionaire will pay such additional fees and charges and Authority may assess interest in accordance with Section 6.03. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period under consideration, the entire expense of the engagement may be billed to Concessionaire. Any additional payments due shall be paid no later than Concessionaire's next Privilege Fee payment to Authority. If it is established that Concessionaire underreported Gross Receipts or underpaid fees related to Gross Receipts by five percent (5%) or more for the period under consideration, Authority shall be entitled to terminate this Contract for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid. If as a result of any engagement, it is established that Concessionaire has correctly reported or over reported Gross Receipts or has paid fees related to Gross Receipts equivalent to or greater than the sum due, Concessionaire shall be entitled to a credit against Concessionaire's next

monthly installment of the Privilege Fee for the amount of the overpayment and the entire expense of the engagement shall be paid by Authority.

Concessionaire agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Concessionaire after the effective date of this Contract, to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

## **Article VII. PERMITTED USES**

### **Section 7.01 PERMITTED USE**

Concessionaire shall use Assigned Areas only and exclusively for the purpose of providing approved goods and products via Vending Services through the provision of vending machines. Concessionaire shall not use the Assigned Areas for any other purpose whatsoever without the prior written consent of the Authority CEO or designee in each instance.

### **Section 7.02 NON-EXCLUSIVE RIGHTS**

The rights granted herein for the performance of the Concession shall be non-exclusive. Authority may, at any time, award space (existing or newly created) to other parties who may have rights or may sell goods or products similar to those non-exclusively granted herein. Authority may, in its sole discretion, grant exclusive rights to other concessionaires to sell goods or services that Concessionaire is not authorized to sell.

In the event of a dispute between Concessionaire and any other party operating at the Airport as to the rights of the parties under their respective contracts, Authority shall determine the rights of each party and Concessionaire agrees to be bound by Authority decision.

### **Section 7.03 RESTRICTIONS**

Nothing in this Article will be construed as authorizing Concessionaire to conduct any business separate and apart from this Contract or in areas at the Airport other than the Assigned Areas.

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

### **Section 7.04 PERMITS AND LICENSES**

Concessionaire will obtain and maintain throughout the Term all permits, certificates, licenses, or other authorizations required in connection with the operation of the Concession. Copies of all required permits, certificates, licenses, or other authorizations will be appropriately displayed within the Assigned Areas and forwarded to Authority upon issuance and each renewal.

## Article VIII. OPERATIONS AND PERFORMANCE STANDARDS

### Section 8.01 AUTHORITY RIGHT TO MONITOR PERFORMANCE

- A. Performance Audits. It is the intention of Authority that Concessionaire's business be conducted in a manner so as to meet the needs of Airport patrons and employees and in a manner that will reflect positively upon the Concessionaire and Authority. The Concessionaire shall equip, organize and efficiently manage the Concession to provide First Class service and vending machines in a clean, attractive and pleasant atmosphere at all times.

Authority in its sole discretion shall have the right to raise reasonable objections to the condition and quantity of the vending machines located in the Assigned Areas, and to require any such conditions or practices objectionable to Authority to be promptly remedied by Concessionaire. If requested by Concessionaire, Authority shall submit its objections in writing and provide Concessionaire an opportunity to reply to the objections. Such reply will be given consideration by Authority.

Authority reserves the right to conduct periodic performance audits of the Assigned Areas to assure that all of the operational, safety and compliance standards of this Contract are consistently performed by Concessionaire. Concessionaire acknowledges that performance audits will be conducted by Authority, or its representative, and hereby agrees to cooperate with all performance audits.

1. Performance audits may include minimum objective standards in any or all of the areas of (i) vending machine quality, (ii) customer service, and (iii) cleanliness and maintenance. If Concessionaire fails to meet minimum standards in any of these areas, Authority may, at its discretion, assess fines as set forth in Section 8.10.
2. In order to assure consistent adherence to performance standards throughout the Term, the Authority will use a rolling 12-month cycle in the recording of incidents of failure to meet standards. Authority reserves the right to assess fines for violations of performance standards as set forth in Section 8.10.
3. Repeated violations and deficiencies in performance by Concessionaire may be cause, at Authority sole discretion, to terminate this Contract.

### Section 8.02 OPERATING PROCEDURES AND STANDARDS

- A. Authority Requirements. The occupancy and use by Concessionaire of the Assigned Areas and the rights herein conferred upon Concessionaire shall be subject to Authority Rules and Regulations and Operating Directives as are now or may hereafter be prescribed by Authority through the lawful exercise of its powers. Concessionaire agrees to operate the Concession in accordance with the Concessions Handbook.

## B. Security Badging

Any Concessionaire's employee, or any employee of its contractors or agents, that require unescorted access to the Security Identification Display Area (SIDA) to perform work under this Contract will be badged with an Airport identification badge (Badge) provided by the Authority's ID Badging Department and will be subject to an FBI fingerprint-based criminal history records check (CHRC) and an annual Security Threat Assessment (STA). A Badge will not be issued to an individual until the results of the CHRC and the 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 badge application will be rejected. The costs of the CHRC and the annual STA will be paid by Concessionaire. These costs are subject to change without notice, and Concessionaire will be responsible for paying any increase in the costs. All badged employees of Concessionaire and its contractors or agents will comply with Authority's regulations regarding the use and display of Badges.

Concessionaire will be assessed a fine for each Badge that is lost, stolen, unaccounted for or not returned to Authority at the time of Badge expiration, employee termination, termination of this Contract, or upon written request by Authority. This fine will be paid by Concessionaire within 15 days from the date of invoice. The fine is subject to change without notice, and Concessionaire will be responsible for paying any increase in the fine.

If any of the Concessionaire's employee is terminated or leaves the Concessionaire's employment, Authority must be notified immediately, and the Badge must be returned to Authority promptly.

## C. Payment Card Industry ("PCI") Compliance

Concessionaire will store, process, transmit, or otherwise access information from customer's credit and debit cards (hereinafter referred to as "Cardholder Data"). Concessionaire will at all times maintain Cardholder Data security standards and controls that are at least equal to the most stringent of the following:

1. The PCI standards imposed by the applicable payment card companies such as Visa, MasterCard and Discover or payment card industry association;
2. Concessionaire's standard policies and practices; or
3. Any higher standards agreed to by the Parties in writing.

Concessionaire acknowledges that it is responsible for securing any Cardholder Data in its possession at all times while the data is being processed, transmitted, stored or otherwise accessible or accessed by Concessionaire. In the event of a breach or intrusion or other unauthorized access to Cardholder Data stored by or for Concessionaire, Concessionaire will immediately notify the Authority in the manner required in the applicable PCI requirement, take commercially reasonable actions appropriate under the circumstances, and discuss with the Authority the cause of the alleged breach or intrusion and the proposed remediation plan. Concessionaire and its successors and assigns will continue compliance with PCI requirements after termination of this Contract.

Upon request by the Authority, Concessionaire shall be required to provide evidence of PCI compliance.

- D. Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, regulations, codes and permits in the conduct of its operations under this Contract including, but not limited to, TSA regulations regarding products or procedures.
- E. Operational Standards. Concessionaire must ensure the following operational standards are met throughout the Contract Term:
1. Vending Machines must be aesthetically acceptable to the Authority, with modern mechanical and electronic technology that allows for coin, bills and card payments, including bill changing and unit sales counting capability.
  2. Vending machines shall be electrically efficient with energy miser or equivalent devices to reduce energy consumption.
  3. Have a repair technician on-site at the Airport to provide repairs to the vending machines within four hours of notification by Authority.
  4. At a minimum, provide weekly inspections of the vending machines for damage, functionality, and inventory replenishment.
  5. Provide a standardized system/program for refunding monies lost by customers in the vending machines and post instructions for contacting Concessionaire on the vending machines.
  6. Ensure vending machines are operational at least 97% of the time.

### **Section 8.03 QUALITY OF PRODUCTS AND SERVICES**

Concessionaire shall ensure that all customers are provided quality products and services, and Concessionaire shall keep in stock and have ready for sale at all times of operation a sufficient supply of inventory in the Assigned Areas to meet the demand of customers at the Airport.

Authority reserves the right to approve all vending machines.

### **Section 8.04 CLEANING AND ROUTINE MAINTENANCE**

Concessionaire shall ensure that the vending machines are maintained and operated in a First Class manner and that the Assigned Areas are kept in a safe, clean, orderly and inviting condition at all times in a manner satisfactory to Authority. To comply with these requirements, Concessionaire must regularly review or cause to be reviewed the Assigned Areas and its operations at the Airport.

- A. General Maintenance. Concessionaire will provide at its own expense such janitorial and cleaning services and supplies as may be necessary in the operation and maintenance of the Assigned Areas. Concessionaire also agrees to maintain all vending machines and keep the Assigned Areas clean, neat and attractive in appearance.

Concessionaire agrees to maintain and make necessary general repairs to all of the improvements, fixtures and vending machines placed or installed in the Assigned Areas, including, without limitation, signs, showcases, and displays. Concessionaire agrees to keep and maintain in good condition the electrical equipment located in the Assigned Areas.

- B. Repairs. All repairs done by Concessionaire or on its behalf will be of First Class quality in both materials and workmanship. All repairs will be made to conform to the rules and regulations prescribed from time to time by Federal, State or local authorities having jurisdiction over Concessionaire's Assigned Areas, including the Authority.
  
- C. Routine Refurbishment. On or about the commencement of each Contract Year, representatives of Authority and Concessionaire shall tour the Assigned Areas and jointly agree upon what, if any, routine refurbishment is required to maintain the Assigned Areas in First Class condition. Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Authority cannot jointly agree upon the type and extent of refurbishment, Authority may determine, in its sole discretion, the refurbishment required. For purposes of this Section 8.04, refurbishment shall mean the replacement or repair of worn equipment.
  
- D. Authority Sole Judge of Maintenance. Authority shall be the sole judge of the quality of Concessionaire's maintenance of the Assigned Areas. Authority or its representative may at any time, without notice, enter the Assigned Areas to determine if maintenance satisfactory to Authority is being performed. Performance by Concessionaire of maintenance pursuant to a written maintenance plan previously approved by Authority shall be conclusive evidence of satisfactory maintenance unless Authority determines that there is a present and substantial danger or safety hazard within the Assigned Areas. If Authority determines that maintenance is not satisfactory, Authority shall notify Concessionaire in writing. Concessionaire will perform the required maintenance, to the satisfaction of Authority, within fifteen (15) days after receipt of written notice or Authority or its representative shall have the right to enter upon the Assigned Areas and perform the maintenance. Concessionaire agrees to promptly reimburse Authority for the costs thereof, plus an administrative fee of fifteen percent (15%) of such maintenance costs.

#### **Section 8.05 TRASH, WASTE AND REFUSE**

Concessionaire shall, at its own cost and expense, provide for sanitary removal and disposal of all trash, waste and other refuse caused by Concessionaire as a result of the operation of the Concession. Piling of boxes, cartons, barrels or other similar items in, or within view of, a Common Area shall not be permitted. Concessionaire shall use designated locations, containers and transport routes for trash, waste and refuse removal and disposal as set forth in the Concessions Handbook.

#### **Section 8.06 EMPLOYEE PARKING**

Nothing in this Contract shall be deemed to require Authority to provide parking to Concessionaire's personnel. Authority may provide parking accommodations to Concessionaire's personnel in common with employees of other concessionaires and users of the Airport subject to the payment of reasonable

charges therefor as may be established from time to time by Authority. In such event, Concessionaire's personnel shall be required to park within the designated areas.

#### **Section 8.07 CASH HANDLING REQUIREMENTS**

Concessionaire shall at all times observe cash-handling and record-handling procedures in accordance with sound accounting and financial control practices and as necessary to provide timely and accurate reports to Authority. Authority may at any time during the Term request a copy of these procedures. Authority shall have the right to monitor and test all of Concessionaire's procedures and controls and require Concessionaire to make changes to its procedures.

#### **Section 8.08 COMPLAINTS**

All customer complaints referred to Concessionaire by Authority must be responded to by Concessionaire within 48 hours of notice. A written copy of Concessionaire's response shall be delivered to Authority within the 48-hour period.

#### **Section 8.09 PROHIBITED ACTS**

.Authority reserves the right to install and maintain, through independent contractors, vending machines at the Airport including in Assigned Areas.

Concessionaire will not place excessive loads on the walls, ceilings, and floor or pavement areas of the Airport and will repair any area damaged by excessive loading to the satisfaction of Authority.

Unless approved in writing in advance by Authority, which approval is in Authority sole discretion, Concessionaire will not permit the active display or operation on the Assigned Areas of any advertisement that flies, flashes, or emits a noise or odor.

Unless approved in writing in advance by Authority, which approval is in Authority sole discretion, Concessionaire will not keep or display any merchandise on or within, or otherwise obstruct, any part of the Airport Terminals outside of the Assigned Areas. Concessionaire shall keep all service corridors, hallways, stairways, doorways, or loading docks leading to and from the Assigned Areas free and clear of all obstructions.

Concessionaire will not interfere or permit interference with the use, operation, or maintenance of Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewerage, water, communications, fire protection, utility, electrical or other systems installed or located from time to time at Airport.

Concessionaire will not engage in any activity prohibited by Authority Rules and Regulations and Operating Directives as may be modified during the Term. In the event Concessionaire fails to adhere to Authority Rules and Regulations and Operating Directives or fails to prevent any other of the prohibited acts set forth in this Section, Authority may assess fines as set forth in Section 810 until such prohibited act is ended. Moreover, if the prohibited act is not corrected as directed by Authority, Authority or its



representative shall have the right to enter upon the Assigned Areas and take corrective action, and Concessionaire agrees to promptly reimburse Authority for any related costs, plus an administrative fee equal to fifteen percent (15%) of the corrective action costs.

**Section 8.10 FAILURE TO COMPLY WITH PERFORMANCE STANDARDS**

A. Violations. Concessionaire acknowledges the Authority objective to provide the public and Airport employees with the level and quality of service as described herein. Accordingly, Authority has established a series of fines, as set forth in the table below, that it may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Contract and/or Authority Rules and Regulations or Operating Directives. Concessionaire and Authority agree that the fines set forth herein are reasonable, and Concessionaire further agrees to pay to Authority such fines in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by Authority. The Authority will, in its sole discretion, determine the classification of each fine as per day or per occurrence. Concessionaire further acknowledges that the fines are not exclusive remedies and Authority may pursue other remedies as allowed for in this Contract and at law, in Authority sole discretion. Authority waiver of any fine provided for in this Section shall not be construed as a waiver of the violation or Concessionaire’s obligation to remedy the violation.

B. Multiple Violations. Except for violations of requirements regarding health and safety and/or delivery and vendor access infractions, fines for which shall accrue immediately and without notice upon violation, all other fines shall be assessed as follows:

1. For the first and second violation of a requirement during any twelve (12)-month rolling year, the Authority will provide notice to Concessionaire to correct the violation within the time specified in the notice.
2. For the third and subsequent violations of the same requirement during any twelve (12)-month rolling year commencing upon the first notice of violation, the fine shall be immediately assessed with no grace period.
3. Further, after two (2) violations of the same requirement within any twelve (12)-month rolling year, Authority reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

**Performance Standard Fines**

| Infraction                                      | Fee Schedule                                            |
|-------------------------------------------------|---------------------------------------------------------|
| 1. Operational Deficiencies                     | \$100 per day until corrected to Authority satisfaction |
| 2. Fees policy infraction                       |                                                         |
| 3. Late Reporting                               |                                                         |
| 4. Other Operational or Contractual Infractions |                                                         |

|                                                  |                      |
|--------------------------------------------------|----------------------|
| 1. Security Infractions                          | \$500 per occurrence |
| 2. Other Security, Badging or Safety Infractions |                      |

**ARTICLE IX. NON-DISCRIMINATION/AFFIRMATIVE ACTION**

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

A. Concessionaire will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

B. Civil Rights. Concessionaire, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Contract, Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the

terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Concessionaire must take reasonable steps to ensure that LEP persons have meaningful access to Concessionaire’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Concessionaire from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

In all solicitations either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract under this Contract, including procurement of materials or leases of equipment, each potential subcontractor or supplier under this Contract must be notified by Concessionaire of Concessionaire’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- C. Concessionaire will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- D. In the event of Concessionaire’s non-compliance with the non-discrimination provisions of this

Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Concessionaire under this Contract until Concessionaire complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.

- E. Concessionaire will include the provisions of Paragraphs A through E of this Article in every subcontract and subconsultant contract under this Contract, including procurement of materials and leases of equipment under this Contract, unless exempt by the Regulations or directives issued pursuant thereto. Concessionaire will take such action with respect to any subcontract or procurement under this Contract as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Concessionaire becomes involved in or is threatened with litigation with a subcontractor or supplier under this Contract as a result of such direction, Concessionaire may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Concessionaire may request the United States to enter into such litigation to protect the interests of the United States.
- F. Concessionaire assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Concessionaire, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Concessionaire, if required by such requirements, will provide assurances to Authority that Concessionaire will undertake an affirmative action program and will require the same of its subconsultants used under this Contract.

## **Article X. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE**

### **Section 10.01 AUTHORITY POLICY**

Authority is committed to a policy and program for the participation of Airport Concession Disadvantaged Business Enterprises (ACDBEs) in concession-related contracting opportunities in accordance with 49 CFR Part 23, as set forth in the Authority Airport Concession Disadvantaged Business Enterprise (ACDBE) Policy and Program, incorporated herein by reference (ACDBE Program). In advancing the Authority ACDBE Program, Concessionaire agrees to ensure that ACDBEs, as defined in 49 CFR Part 23 and the Authority ACDBE Program, have a fair opportunity to participate in the performance of this Contract. Concessionaire will take all necessary and reasonable steps in accordance therewith to ensure that ACDBEs are encouraged to compete for and perform subcontracts under this Contract.

### **Section 10.02 NON-DISCRIMINATION**

- A. Concessionaire and any subcontractor of Concessionaire will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Concessionaire will carry out applicable requirements of 49 CFR Part 23 in the award and administration of agreements. Failure by Concessionaire to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate.
- B. This Contract is subject to the requirements of the U. S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement under this Contract, or other agreement covered by 49 CFR Part 23.
- C. Concessionaire agrees to include the statements in paragraphs (A) and (B) above in any subsequent concessions agreement or contract covered by 49 CFR Part 23 that it enters under this Contract.

#### Section 10.03 ACDBE PARTICIPATION AND COMPLIANCE

- A. ACDBE Goal. No specific goal for ACDBE participation has been established for this Contract; however, Concessionaire agrees to make a good faith effort, in accordance with the Authority ACDBE Program, throughout the Term of this Contract, to contract with ACDBE firms certified as Airport Concession Disadvantaged Business Enterprises (ACDBE) under the Florida Unified Certification Program pursuant to 49 CFR part 23 in the performance of this Contract.
- B. ACDBE Termination and Substitution. Concessionaire is prohibited from terminating or altering or changing the scope of work of an ACDBE subcontractor except upon written approval of Authority in accordance with Authority's procedures relating to ACDBE terminations contained in the ACDBE Program. Failure to comply with the procedure relating to ACDBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the ACDBE Program.
- C. Monitoring. Authority will monitor the ongoing good faith efforts of Concessionaire in meeting the requirements of this Article. Authority will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this Article, including, but not limited to, records, records of expenditures, contracts between Concessionaire and the ACDBE participant, and other records pertaining to ACDBE participation, which Concessionaire will maintain for a minimum of three years following the end of this Contract. Opportunities for ACDBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the ACDBE requirement is warranted. Without limiting the requirements of this Contract, Authority reserves the right to review and approve all sub-leases or subcontracts utilized by Concessionaire for the achievement of these goals.

## **Article XI. CONSTRUCTION AND CAPITAL INVESTMENT**

### **Section 11.01 CONSTRUCTION BY CONCESSIONAIRE**

Concessionaire shall not make any improvements or modifications, do any construction work in the Assigned Areas, or alter, modify, or make additions, improvements, replacements or repairs, except emergency repairs, to any structure now existing or built without prior written approval of Authority. Concessionaire shall not install any fixtures without the prior written approval of Authority. In the event that any construction, improvement, alteration, modification, addition, repair, excluding emergency repairs, or replacement is made without Authority approval, or done in a manner other than as approved, Authority may, at its discretion, (i) terminate this Contract in accordance with the provisions herein; or (ii) require Concessionaire to remove the same; or (iii) require Concessionaire to change the same to the satisfaction of Authority. In case of any failure on the part of Concessionaire to comply, Authority may, in addition to any other remedies available to it at law or in equity, effect the removal or change referenced above in this Section and Concessionaire shall pay the cost thereof to Authority plus 15% of the costs for administration.

### **Section 11.02 AUTHORITY STANDARDS**

In its design and construction work in the Assigned Areas, Concessionaire will fully comply with the Tenant Work Permit Handbook. Authority reserves the right to amend the Tenant Work Permit Handbook during the Term. Concessionaire agrees to comply with the Tenant Work Permit Handbook in effect as of the date of any construction it undertakes.

### **Section 11.03 TITLE TO IMPROVEMENTS**

All improvements made in the Assigned Areas by Concessionaire, and any additions and alterations thereto made by Concessionaire, will be and remain the property of Concessionaire until the termination of this Contract, whether by expiration of the Term, cancellation, forfeiture or otherwise, at which time said improvements will become the property of Authority at no cost to Authority. Subject to the provisions of this Contract, the vending machines, inventory, and any personal property remain property of Concessionaire.

## **Article XII. DISCLAIMER OF LIENS**

The interest of Authority the Assigned Areas will not be subject to liens for any work, labor, materials or improvements made by or for Concessionaire to the Assigned Areas, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire. It is specifically understood and agreed by Concessionaire that in no event will Authority or the interest of Authority in the Assigned Areas be liable for or subject to any mechanic's, laborer's or materialmen's liens for

materials furnished, improvements, labor or work made by or for Concessionaire to the Assigned Areas. Concessionaire is specifically prohibited from pledging, liening, or otherwise encumbering any assets located at the Airport or any interest in this Contract without prior written approval by the Authority. Concessionaire is specifically prohibited from subjecting Authority interest in the Assigned Areas to any mechanic's, materialmen's, or laborers' liens for improvements made by or for Concessionaire or for any materials, improvements or work for which Concessionaire is responsible for payment. Concessionaire will indemnify and hold Authority harmless for any expense or cost associated with any lien or claim of lien that may be filed against the Assigned Areas or Authority, including attorney fees incurred by Authority. Concessionaire will provide notice of this disclaimer of liens to all contractors or subcontractors providing any materials or making any improvements to the Assigned Areas.

In the event any construction, mechanic's, laborer's, materialmen's or other lien or notice of lien is filed against any portion of the Assigned Areas for any work, labor or materials furnished to the Assigned Areas, whether or not the same is made or done in accordance with an agreement between Authority and Concessionaire, Concessionaire will cause any such lien to be discharged of record within 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 Concessionaire contests to conclusion the claim giving rise to such lien.

## **Article XIII. MAINTENANCE, UTILITIES AND REPAIRS**

### **Section 13.01 CONCESSIONAIRE'S MAINTENANCE OBLIGATIONS**

Except for such maintenance of the Assigned Areas as is to be provided by Authority hereunder, Concessionaire shall, at its own cost and expense, maintain the vending machines in good appearance and repair, and in a safe, First Class condition.

Any hazardous or potentially hazardous condition in the Assigned Areas shall be corrected immediately upon receipt of a verbal or written notice from Authority. At the sole discretion of Authority, Concessionaire shall close the Assigned Areas or affected portion thereof until the hazardous or potentially hazardous condition is corrected.

Concessionaire agrees to comply with all present and future laws, orders and regulations, including any rules, regulations and procedures promulgated by Authority regarding Authority provided maintenance of the Assigned Areas.

### **Section 13.02 AUTHORITY MAINTENANCE AND UTILITY OBLIGATIONS**

Authority provides utility mains and lines for use by Concessionaire. Other utilities required by Concessionaire, if approved by Authority, will be at the expense of Concessionaire.

Authority owns and maintains the Airport's cabling infrastructure supporting telephone and data

transmission generated within, to and from the Assigned Areas (hereinafter referred to as Data Network Distribution System). Concessionaire may use the Authority Data Network Distribution System for voice and data connectivity. Concessionaire is required to pay Authority, or pay a competitive local exchange carrier, for dial tone or internet access for its telephone services and communication systems. Authority will provide annual maintenance and any needed repairs for the fiber optic cable within the Data Network Distribution System. Relocation of the fiber cable or additional strands of fiber cable will be at Concessionaire's expense. If Concessionaire installs Electronic Visual Information Display Systems (EVIDS), Concessionaire will be required to use the Authority Data Network Distribution System. Installation and ongoing maintenance of EVIDS will be at Concessionaire's expense and, at Concessionaire's discretion, may be performed by Authority or an outside vendor approved by Authority, subject to a Tenant Work Permit.

## **Article XIV. DEFAULT, REMEDIES AND TERMINATION RIGHTS**

### **Section 14.01 EVENTS OF DEFAULT**

Concessionaire will be deemed to be in default of this Contract upon the occurrence of any of the following:

1. The failure or omission by Concessionaire to perform its obligations under this Contract or the breach of any terms, conditions and covenants required herein.
2. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Contract or by any other agreement between Authority and Concessionaire, and Concessionaire's failure to discontinue that business or those acts within 30 days of receipt by Concessionaire of Authority written notice to cease said business or acts (which 30 day notice and cure period shall also satisfy the 30-day notice requirement of Section 13.02 below).
3. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Concessionaire's assets.
4. The divestiture of Concessionaire's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
5. The insolvency of Concessionaire; or if Concessionaire 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 Concessionaire of a voluntary petition of bankruptcy or the institution of proceedings against Concessionaire for the adjudication of Concessionaire as bankrupt pursuant thereto.



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

#### Section 14.02 AUTHORITY REMEDIES

In the event of any of the foregoing events of default of Concessionaire, and following thirty (30) days notice by Authority and Concessionaire'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:

1. Terminate Concessionaire's rights under this Contract and, in accordance with law, take possession of the Assigned Areas. In doing so, Authority will not be deemed to have thereby accepted a surrender of the Assigned Areas, and Concessionaire will remain liable for all payments or other sums due under this Contract and for all damages suffered by Authority because of Concessionaire's breach of any of the covenants of this Contract; or
2. Treat the Contract as remaining in existence, and cure Concessionaire's default by performing or paying the obligation which Concessionaire has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Concessionaire's default will become immediately due and payable, as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or up to the maximum extent permitted by law; or
3. Declare this Contract to be terminated, ended, null and void, and reclaim possession of the Assigned Areas, whereupon all rights and interest of Concessionaire in the Assigned Areas will immediately end.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Contract, or noncompliance 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 Concessionaire. No delay, failure, or omission of Authority to re-enter the Assigned Areas 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 Assigned Areas. 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, or remedies given to Authority by this Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Contract, and no acceptance of surrender will be valid unless in writing.

### Section 14.03 CONCESSIONAIRE REMEDIES

Upon thirty (30) days written notice to Authority, Concessionaire may terminate this Contract and all of its obligations hereunder, if Concessionaire is not in default of any term, provision, or covenant of this Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Concessionaire to use the Airport for a period longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Concessionaire from operating its business for a period of ninety (90) consecutive days, provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Concessionaire.

### Section 14.04 CONTINUING RESPONSIBILITIES OF CONCESSIONAIRE

Notwithstanding the occurrence of any event of default, Concessionaire will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Contract. Furthermore, unless Authority elects to cancel this Contract, Concessionaire will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Contract as set forth in this Contract.

## Article XV. INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, in addition to Concessionaire's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, Concessionaire will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:
1. Presence on, use or occupancy of Authority property;
  2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
  3. Any breach of the terms of this Contract;
  4. Performance, non-performance or purported performance of this Contract;
  5. Violation of any law, regulation, rule or ordinance;
  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 Environmental Protection Agency or other regulatory agency to be an environmental contaminant

By the Concessionaire or Concessionaire's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Concessionaire, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and

shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

- B. In addition to the duty to indemnify and hold harmless, Concessionaire will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, losses, costs, royalties, fines, 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:
1. The presence on, use or occupancy of Authority property;
  2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
  3. Any breach of the terms of this Contract;
  4. Performance, non-performance or purported performance of this Contract;
  5. Violation of any law, regulation, rule or ordinance;
  6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights;
  7. Contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant

By the Concessionaire or Concessionaire's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Concessionaire regardless of whether it is caused in part by Authority, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Concessionaire by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, and volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Concessionaire agrees to the following: To the maximum extent permitted by Florida law, Concessionaire will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Concessionaire and persons employed or utilized by Concessionaire in the performance of this Contract.
- 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 law, 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 Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract 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 Contract.

- E. Concessionaire's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against Authority, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Concessionaire shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Concessionaire and persons employed or utilized by the Concessionaire in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Concessionaire of any of its obligations under this Article.
- I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## **Article XVI. INSURANCE**

### **Section 16.01 INSURANCE TERMS AND CONDITIONS**

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

**Section 16.02 REQUIRED COVERAGES**

**A. Workers' Compensation/Employer's Liability Insurance**

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

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

**B. Commercial General Liability Insurance**

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Concessionaire under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Concessionaire in connection with this Contract. Coverage will be provided on a form no more restrictive than ISO Form CG 00 01, or its equivalent. Additional Insured coverage will be provided on a form no more restrictive than ISO Form CG 20 11 01 96, or its equivalent.

|                                 |             |
|---------------------------------|-------------|
| General Aggregate               | \$1,000,000 |
| Each Occurrence                 | \$1,000,000 |
| Personal and Advertising Injury |             |
| Each Occurrence                 | \$1,000,000 |

**C. Business Auto Liability Insurance**

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage will be provided on a form no more restrictive than ISO Form CA 00 01 or its equivalent. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract are:

|                                                                 |             |
|-----------------------------------------------------------------|-------------|
| Each Occurrence – Bodily Injury and<br>Property Damage Combined | \$1,000,000 |
|-----------------------------------------------------------------|-------------|

**D. Waiver of Subrogation**

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

**Section 16.03 INCIDENT NOTIFICATION**

Concessionaire will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily

injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

#### **Section 16.04 CUSTOMER CLAIMS, ISSUES, OR COMPLAINTS**

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Concessionaire will be promptly handled, addressed and resolved by Concessionaire.

Concessionaire will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

#### **Section 16.05 CONDITIONS OF ACCEPTANCE**

The insurance maintained by Concessionaire must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

### **Article XVII. SECURITY FOR PERFORMANCE**

#### **Section 17.01 FORM OF SECURITY DEPOSIT**

To secure payment for fees, charges and other payments required hereunder, Concessionaire will post with Authority a surety bond or irrevocable letter of credit drawn in favor of the Authority (Security Deposit).

The Security Deposit will be maintained throughout the Term of this Contract and any holdover or extension and will be in an amount equal to the sum of the Privilege Fee payable to Authority hereunder for a period of three (3) months. The Security Deposit will be issued by a bank or surety provider acceptable to Authority and authorized to do business in the State of Florida, and will be in a form and content satisfactory to Authority. Each time the Security Deposit expires it shall be renewed at the amount equal to the sum of the Privilege Fee payable for a period of three months then in effect. The Concessionaire shall provide the Authority with a renewal or replacement Security Deposit no later than sixty (60) days prior to the date of expiration.

Concessionaire shall furnish the Security Deposit within ten (10) days of the effective date as security for the full performance of every provision of this Contract by Concessionaire. Failure to maintain the Security Deposit as set forth herein shall be an event of default hereunder.

#### **Section 17.02 APPLICATION OF SECURITY DEPOSIT**

In the event Concessionaire fails to perform the payment terms and conditions of this Contract, Authority, in addition to any other rights and remedies available by law or in equity, may, at any time, apply the Security Deposit or any part thereof toward the payment of Concessionaire's obligations under this Contract. In such an event, within five days after notice, Concessionaire will restore the Security Deposit to its original amount. Authority will not be required to pay Concessionaire any interest on the Security Deposit.

#### **Section 17.03 RELEASE OF SECURITY DEPOSIT**

The release of the Security Deposit will be subject to the satisfactory performance by Concessionaire of all terms, conditions, and covenants contained herein throughout the entire Term. Upon termination of this Contract, the release of Security Deposit will not occur until all fees, charges, and other payments due to Authority are satisfied and Authority has accepted the findings of Concessionaire's audit or has successfully conducted an audit in accordance with the provisions of Section 6.07 of this Contract. In the event of a dispute as to the condition of the Assigned Areas, only the amount in dispute will be retained for remedy. Authority shall release the Security Deposit without interest within 30 days of meeting the above requirements.

### **Article XVIII. PROPERTY DAMAGE**

#### **Section 18.01 PARTIAL DAMAGE**

In the event all or a portion of the Assigned Areas are partially damaged by fire, explosion, the elements, a public enemy, Act of God, or other casualty, but not rendered unusable, Concessionaire will give Authority immediate notice thereof, and Authority will make the necessary repairs immediately, at its own cost and expense.

#### **Section 18.02 EXTENSIVE DAMAGE**

In the event damages as a result of any event outlined in Section 18.01 are so extensive as to render all or a significant portion of the Assigned Areas unusable, but capable of being repaired within 120 days, Concessionaire will give Authority immediate notice thereof, and Authority will make the necessary repairs with due diligence, at its own cost and expense.

#### **Section 18.03 COMPLETE DESTRUCTION**

In the event the Assigned Areas are completely destroyed as a result of an event outlined in Section 18.01 and the damages render the entire Assigned Areas unusable and the Assigned Areas cannot be repaired within 120 days, Concessionaire will give Authority immediate notice thereof, and Authority will be under no obligation to repair, replace, or reconstruct said Assigned Areas. In the event Authority elects not to repair, replace, or reconstruct said Assigned Areas, Authority will not be required to grant alternative Assigned Areas to Concessionaire and this Contract and the obligations of the Parties hereunder will terminate.

#### **Section 18.04 ABATEMENT OF FEES**

In the event of extensive damage or complete destruction as referenced in Section 18.02 and Section 18.03, the portion of the Privilege Fee attributable to unusable Assigned Areas will abate from the date of casualty until such time as Authority issues notice to Concessionaire that the unusable portion of the Assigned Areas can be re-occupied. For purposes of this Section 18.04, the portion of Privilege Fee attributable to the unusable Assigned Areas shall be the proportion of Privilege Fee equal to the proportion of total Gross Receipts in the prior Contract Year attributable to the unusable Assigned Areas. Notwithstanding the foregoing, in the event the Assigned Areas are damaged or destroyed as a result of an act, omission, or negligence of Concessionaire, its employees, agents, representatives, invitees and/or subcontractors, Concessionaire's Privilege Fee will not abate and Concessionaire will be responsible for all costs to repair or rebuild that portion of the Assigned Areas damaged or destroyed as a result thereof.

#### **Section 18.05 LIMITS OF AUTHORITY OBLIGATIONS DEFINED**

Redecoration, replacement, and refurbishment of furniture, fixtures, vending machines, and supplies will be the responsibility of and paid for by Concessionaire and will be of equivalent quality to that originally installed hereunder. Authority will not be responsible to Concessionaire 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 Assigned Areas regardless of the cause of damage.

#### **Section 18.06 ALTERNATE SPACE**

Authority will use its best efforts to provide Concessionaire with alternate areas acceptable to Concessionaire to continue its operation while Authority makes repairs to the Assigned Areas, in accordance with the terms of this Article, except for damages caused by Concessionaire's acts, omissions or negligence.

#### **Section 18.07 WAIVER OF SUBROGATION**

To the extent insurance permits, and then only to the extent collected or collectable by Concessionaire under its property insurance coverage, Concessionaire waives any and all claims against Authority and its directors, officers, agents, servants and employees for loss or damage to property.

### **Article XIX. DAMAGING ACTIVITIES**

No goods or materials will be kept, stored, or used in or on the Assigned Areas that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the Assigned Areas. Nothing will be done on the Assigned Areas other than as provided in this Contract that will increase the rate of or suspend the insurance on the Assigned Areas or on any structure of the Authority. No machinery or apparatus will be used or operated on the Assigned Areas that will damage the Assigned Areas or adjacent areas; provided, however, that nothing in this Article will preclude Concessionaire from bringing or using on or about the Assigned Areas, with approval by



Authority, such materials, supplies, equipment, and machinery as are appropriate or customary in the operation of Concessionaire's business under this Contract.

The term "Hazardous" will mean:

1. Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or
2. Any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant" or "contaminant" under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or
3. Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or
4. Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or
5. Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation; or
6. Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

## **Article XX. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES**

Concessionaire, its officers, authorized officials, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Airport Rules and Regulations, Policies, Standard Procedures and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport.

## **Article XXI. AIRPORT SECURITY**

Concessionaire, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Concessionaire or Authority by the FAA or TSA. If Concessionaire, its officers, authorized officials, employees, agents, subcontractors or those under its control fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Concessionaire will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Concessionaire within fifteen (15) days from the date of the invoice or written notice.

## **Article XXII. AMERICANS WITH DISABILITIES ACT**

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

## **Article XXIII. FAA APPROVAL**

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

## **Article XXIV. RIGHT OF FLIGHT**

Concessionaire expressly agrees for itself, its successors and assigns, to prevent any use of the Assigned Areas which would interfere with or adversely affect the operation or maintenance of Airport, or otherwise constitute an Airport hazard.

## **Article XXV. 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 Assigned Areas are located, for public purposes, for a period in excess of 90 consecutive days, then this Contract will terminate and Authority will be released and fully discharged from any and all liability hereunder. In the event of such termination, Concessionaire's obligation to pay the Privilege Fee 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 XXVI. PROPERTY RIGHTS RESERVED**

This Contract shall be subordinate to the provisions of any existing or future contracts between the Authority (or its predecessor or successor) and the United States of America, relative to the operation

and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Authority (or its predecessor or successor) of Federal funds for the development of the Airport (Grant Assurances). In the event that this Contract, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the Authority has the right to amend, alter or otherwise modify the terms of this Contract in order to resolve such conflict or violation and Concessionaire shall not withhold its consent to such amendments, alterations or modifications.

## **Article XXVII. ASSIGNMENT AND SUBCONTRACT**

Concessionaire will not assign, subcontract, sublease, or license this Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Concessionaire will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Contract.

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

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Contract during the remainder of the term. When seeking consent to an assignment hereunder, Concessionaire will submit a fully executed original of the document or instrument of assignment to Authority.

## **Article XXVIII. CORPORATE TENANCY**

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to Authority that Concessionaire is a corporation in good standing, is authorized to do business in the State of Florida, and the undersigned officer is authorized and empowered to bind the corporation to the terms of this Contract by his or her signature thereto.

## **Article XXIX. NON-EXCLUSIVE RIGHTS**

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

## **Article XXX. 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 Concessionaire or its subcontractors and without interference or hindrance.

## **Article XXXI. APPLICABLE LAW AND VENUE**

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

Concessionaire hereby waives any claim against Authority and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

## **Article XXXII. RIGHT TO AMEND**

In the event that the FAA or its successors requires amendments, modifications, revisions, supplements, or deletions in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions to this Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Concessionaire be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

## **Article XXXIII. 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 Contract. If for any reason there is a conflict between content and headings, the content will control.

## **Article XXXIV. NOTICES AND COMMUNICATIONS**

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

**TO AUTHORITY:  
(MAIL DELIVERY)**

Hillsborough County Aviation Authority  
Tampa International Airport  
P.O. Box 22287  
Tampa, Florida 33622-2287  
Attn: Chief Executive Officer

**OR**

**TO CONCESSIONAIRE:  
(MAIL DELIVERY)**

Compass Group USA, Inc., by and through its  
Canteen Division  
21800 US Hwy. 19 N.  
Clearwater, FL 33619  
Attn: Steve Luccia, Division President

**OR**

**(HAND DELIVERY)**

Hillsborough County Aviation Authority  
Tampa International Airport  
Administrative Offices Bldg., 2nd floor  
4100 George J. Bean Parkway  
Tampa, Florida 33607  
Attn: Chief Executive Officer

**(HAND DELIVERY)**

Compass Group USA, Inc., by and through its  
Canteen Vending Services Division  
28100 US Hwy. 19 N., Ste. 307  
Clearwater, FL 33761  
Attn: Steve Luccia, Division President

With a copy to:

Compass Group USA, Inc.  
2400 Yorkmont Road  
Charlotte, NC 28217  
Attn: (i) General Counsel; and (ii) President,  
Canteen Division

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 encouraged.

### **Article XXXV. SUBORDINATION TO TRUST AGREEMENT**

This Contract and all rights of Concessionaire hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Concessionaire hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

### **Article XXXVI. SUBORDINATION OF AGREEMENT**

It is mutually understood and agreed that this Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

### **Article XXXVII. RADON GAS NOTIFICATION**

In accordance with requirements of the State of Florida, the following notification statement will be

included in all agreements relating to rental of real property. This is provided for information purposes only.

**RADON GAS:** Radon is 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 public health department.

### **Article XXXVIII. RELATIONSHIP OF THE PARTIES**

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

### **Article XXXIX. AUTHORITY APPROVALS**

Except as otherwise indicated elsewhere in this Contract, wherever in this Contract 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 XL. INVALIDITY OF CLAUSES**

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

### **Article XLI. TIME IS OF THE ESSENCE**

Time is of the essence of this Contract.

### **Article XLII. TAXES**

Concessionaire will bear, at its own expense, all costs of operating its business including all applicable sales, use, intangible and ad valorem taxes of any kind, against Concessionaire's Assigned Areas, the real property and any improvements thereto, Trade Fixtures and other personal property used in the performance of the Concession or leasehold estate which are created herein, or which result from Concessionaire's occupancy or use of the Assigned Areas or assessed on any payments made by Concessionaire hereunder, whether levied against Concessionaire or Authority. Concessionaire will also pay any other taxes, fees, or assessments against the Assigned Areas or leasehold estate created herein. Concessionaire will pay the taxes, fees, or assessments reflected in a notice Concessionaire receives from the Authority within 30 days after Concessionaire's receipt of that notice or within the time period prescribed in the tax bill. Authority will attempt to cause the taxing authority to send the applicable tax bills directly to Concessionaire and Concessionaire will remit payment directly to the taxing authority, in such instance. Concessionaire may reserve the right to contest such taxes, fees, or assessments and

withhold payment upon written notice to Authority of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Authority. Concessionaire shall pay to Authority, with each payment of Privilege Fee to Authority, all sales or other taxes which may be due with respect to such payments, and upon receipt, Authority shall remit such taxes to the applicable taxing authorities.

## **Article XLIII. SIGNATURES**

### **Section 43.01 SIGNATURE OF PARTIES**

It is an express condition of this Contract that it will not be complete or effective until signed by Authority and by Concessionaire.

### **Section 43.02 COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

## **Article XLIV. CONCESSIONAIRE AGENT FOR SERVICE OF PROCESS**

It is expressly agreed and understood that if Concessionaire is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Concessionaire does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Contract, and the service will be made as provided by the laws of the State of Florida for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Concessionaire does not have a duly noted resident agent for service of process, as an alternative method of service of process, Concessionaire may be personally served with such process out of this State, by the registered mailing of such complaint and process to Concessionaire at the address set out in this Contract. Such service will constitute valid service upon Concessionaire as of the date of mailing. Concessionaire will have 30 days from date of mailing to respond thereto. It is further expressly understood that Concessionaire hereby agrees to the process so served, submits to the jurisdiction of the court, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

## **Article XLV. COMPLIANCE WITH PUBLIC RECORDS LAW**

**IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), or**

**HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

Concessionaire 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 Contract.
- 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 law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract Term and following completion of this Contract.
- D. Upon completion of this Contract, keep and maintain public records required by Authority to perform the services. Concessionaire 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.

**Article XLVI. DATA SECURITY**

Concessionaire will establish and maintain safeguards against the destruction, loss or alteration of Authority data or third party data that Concessionaire may gain access to or be in possession of in the performance of this Contract. Concessionaire will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the services of this Contract by such personnel.

Concessionaire will adhere to and abide by the security measures and procedures established by Authority. In the event Concessionaire or Concessionaire's subcontractor (if any) discovers or is notified of a breach or potential breach of security relating to Authority data or third party data, Concessionaire will promptly: (i) notify Authority of such breach or potential breach; and (ii) if the applicable Authority data or third party data was in the possession of Concessionaire at the time of such breach or potential breach, Concessionaire will investigate and cure the breach or potential breach.

**Article XLVII. FLORIDA PUBLIC ENTITY CRIMES**

Concessionaire attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes. No goods, merchandise or material will be kept or stored by Concessionaire at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on



therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Authority.

## **Article XLVIII. HAZARDOUS SUBSTANCES AND OSHA COMPLIANCE**

- A. No goods, merchandise or material will be kept or stored by Concessionaire at the Airport which are explosive or hazardous; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon. Nothing will be done in the performance of this Contract which will increase the rate of or suspend any insurance policy or coverage of Authority.
- B. Concessionaire assures that all materials, vending machines, and all other items used in the performance of this Contract are in compliance with Occupational Safety and Health Administration (OSHA).

## **Article XLIX. NON-DISCLOSURE**

All written and oral information and materials (hereinafter referred to as Information) disclosed or provided by Authority to Concessionaire under this Contract will not be disclosed by Concessionaire, whether or not provided before or after the date of this Contract.

The Information will remain the exclusive property of Authority and will only be used by Concessionaire for purposes permitted under this Contract. Concessionaire will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Concessionaire will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Concessionaire agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Concessionaire will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Concessionaire agrees that any disclosure of the Information by Concessionaire's employees and/or representatives will be deemed a breach of this Contract. Concessionaire agrees that in the event of any breach or threatened breach by Concessionaire of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Concessionaire under this Contract will survive the expiration or termination, as the case may be, of this Contract and the obligation will last indefinitely.

## **Article L. WAIVERS OF CLAIMS**

Concessionaire hereby waives any claim against the City of Tampa, Hillsborough County, State of Florida and Authority, and its officers, Board Members, agents, or employees, for loss of anticipated profits caused

by any suit or proceedings directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

**Article LI. COMPLETE CONTRACT**

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

IN WITNESS WHEREOF, the Parties hereto have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

ATTEST: \_\_\_\_\_  
Jane Castor, Secretary

BY: \_\_\_\_\_  
Gary W. Harrod, Chairman

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Approved as to form for legal sufficiency:

BY: \_\_\_\_\_  
David Scott Knight, Assistant General Counsel

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gary W. Harrod, in the capacity of Chairman, and Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. He is personally known to me and did not take an oath.

Stamp or Seal of Notary

---

Signature of Notary

---

Printed Name

---

Date Notary Commission Expires (if not on stamp or seal)

COMPASS GROUP USA, INC., by and through its Canteen Division

Signed in the Presence of:

Andrea Piselli

Witness

Andrea Piselli, Sr. Paralegal, Compass Group USA, Inc.

Printed Name

John Eastlack

Witness

John Eastlack, Regional Director

Printed Name

BY:

Steve Luccia

Signature

Division President

Title

Steve Luccia

Printed Name

28100 US Hwy. 19 N., Ste. 307

Printed Address

Clearwater, FL 33761

City/State/Zip

COMPASS GROUP USA, INC., by and through its Canteen Division

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledge before me this 23rd day of November

2020, by John Eastlack in the capacity of Regional Director

at Compass Group USA, Inc, a corporation on its behalf,

He is Personally known to me and

has produced (Form of Identification)

Stamp or Seal of Notary

Debra Regina Escobar

Signature of Notary

DEBRA REGINA ESCOBAR

Printed Name

5.18.2022

Date Notary Commission Expires (if not on stamp or seal)



## EXHIBIT A: SCOPE

### A. Summary

This scope of services constitutes a reasonable assessment of the Authority's needs for Vending Services.

### B. Scope

Concessionaire will work cooperatively with, and at the direction of, the Authority to provide Vending Services to include, but not be limited to, the following:

1. Provide all labor, materials, supervision, tools, transportation, equipment, and vehicles necessary to furnish, install, stock, service and maintain vending machines and other related equipment.
2. Own and maintain the vending machines to include, but not be limited to:
  - (a) Cleaning and repairs to keep vending machines in first class condition as defined below.
  - (b) Money collection.
3. Provide all new or "first class" vending machines as described below:
  - (a) 100% fully functional.
  - (b) Signage unscratched.
  - (c) Free of any rust, dirt or dust.
  - (d) Freshly painted appearance.
  - (e) Free of nicks, dents, or scratches.
  - (f) No apparent or visible defects or damage.
  - (g) Ensure all vending and payment mechanisms are in working order.
4. Make payment for all applicable licenses, permits, and Federal, State and local taxes.
5. Provide consistent inventory management in all vending machines to maintain product in 90% or more of the selections at all times.
6. Provide a designated local or toll-free number for repair service request or technical support and post the contact instructions in the Assigned Areas or on the vending machines.
7. Be on-site to provide repairs to the vending machines within four (4) business hours of contact by the Authority.
8. At a minimum, provide weekly inspections of all vending machines for damage, functionality, expired products and inventory replenishment.

## EXHIBIT A: SCOPE

9. Provide a standardized Concessionaire managed system/program for refunding monies lost by customers in the vending machines and post the email and phone contact instructions on the vending machines.
10. Ensure all vending machines are operational at least 97% of the time.
11. Ensure that vending food and beverage selections are quality, nationally / regionally recognized name brands such as Frito-Lays, Mars, Nestle, Hershey, Kashi, Planters, Nabisco, General Foods, Wrigleys, Coca-Cola, Pepsi, Aquafina, Gatorade, Campbell's, Orville Redenbacher (Note: items containing alcohol, CBD, or tobacco are not permitted).
12. Ensure at least 15% of the vending selections in each location meet the Authority's definition of "healthy options" as defined below:
  - (a) SNACKS
    - i. Total Fat < 13g or 20% of Daily Value (DV);
    - ii. Saturated Fat < 4g or 20% of DV;
    - iii. Sodium < 480mg or 20% of DV;
    - iv. Cholesterol < 60mg or 20% of DV; and
    - v. Calories < 300 per serving.
  - (b) BEVERAGES
    - i. Soda, unsweetened teas and coffees, and flavored waters < 10 calories per serving.
    - ii. All other beverages such as sport drinks < 120 calories per serving.
13. Provide a minimum of two ready-to-serve, non-perishable, microwave options such as soup and popcorn in Assigned Areas of the employee breakroom locations.
14. Ensure that all snack, food and beverage items have not exceeded the manufacturer's freshness expiration date.

**EXHIBIT B – PRICING AND PRODUCT STRUCTURE**

| PRODUCT CATEGORY | PRODUCT                                                 | EMPLOYEE PRICE | CUSTOMER PRICE |
|------------------|---------------------------------------------------------|----------------|----------------|
| BOTTLE SODA      | Barq's Root Beer (20oz) (5183)                          | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Cherry Coke (20oz) (5189)                               | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Cherry Coke Zero (20oz) (5554)                          | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Coca Cola Classic (20oz) (5193)                         | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Coca Cola Zero Sugar Bottle (20oz) (5196)               | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Diet Coke (20oz) (5204)                                 | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Diet Dr Pepper (20oz) (5206)                            | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Diet Mountain Dew (20oz) (5207)                         | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Diet Pepsi (20oz) (5209)                                | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Dr Pepper (20oz) (5197)                                 | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Fanta Grape (20oz) (4981)                               | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Fanta Orange (20oz) (4982)                              | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Fanta Pineapple (20oz) (4983)                           | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Fuze Iced Tea Lemon (20oz) (18565)                      | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Lipton Green Tea with Citrus (20oz) (5054)              | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Lipton Peach Iced Tea (20oz) (27127)                    | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Minute Maid Fruit Punch (20oz) (5066)                   | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Minute Maid Lemonade (20oz) (5067)                      | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Mist Twist/Sierra Mist Lemon Lime (20oz) (42139)        | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Mountain Dew (20oz) (5234)                              | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Mountain Dew Code Red (20oz) (5235)                     | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Mountain Dew LiveWire (20oz) (5236)                     | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Mountain Dew Voltage (20oz) (7368)                      | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Pepsi (20oz) (5239)                                     | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Pepsi Wild Cherry (20oz) (5257)                         | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Schweppes Ginger Ale (20oz) (5425)                      | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Sprite (20oz) (5246)                                    | \$ 1.25        | \$ 2.50        |
| BOTTLE SODA      | Sprite Zero Sugar (20oz) (5247)                         | \$ 1.25        | \$ 2.50        |
| PRODUCT CATEGORY | PRODUCT                                                 |                |                |
| BOTTLE WATER     | Aquafina (20oz)                                         | \$ 0.75        | \$ 2.50        |
| BOTTLE WATER     | Dasani Water (20oz)                                     | \$ 0.75        | \$ 2.50        |
| BOTTLE WATER     | RightWater Purified Water (16.9oz)                      | \$ 0.75        | \$ 2.50        |
| PRODUCT CATEGORY | PRODUCT                                                 |                |                |
| CAN SODA         | Cherry Coke (12oz) (4821)                               | \$ 0.65        | N/A            |
| CAN SODA         | Coca Cola Classic (12oz) (4823)                         | \$ 0.65        | N/A            |
| CAN SODA         | Coca Cola Zero Sugar Can (12oz) (4824)                  | \$ 0.65        | N/A            |
| CAN SODA         | Diet Coke Can (12oz) (4844)                             | \$ 0.65        | N/A            |
| CAN SODA         | Diet Dr Pepper (12oz) (4847)                            | \$ 0.65        | N/A            |
| CAN SODA         | Diet Mountain Dew (12oz) (4850)                         | \$ 0.65        | N/A            |
| CAN SODA         | Diet Pepsi Can (12oz) (4853)                            | \$ 0.65        | N/A            |
| CAN SODA         | Dr Pepper Can (12oz) (4828)                             | \$ 0.65        | N/A            |
| CAN SODA         | Mountain Dew Can (12oz) (4894)                          | \$ 0.65        | N/A            |
| CAN SODA         | Pepsi Can (12oz) (4901)                                 | \$ 0.65        | N/A            |
| CAN SODA         | Seagrams Ginger Ale (12oz) (4905)                       | \$ 0.65        | N/A            |
| CAN SODA         | Sprite (12oz) (4912)                                    | \$ 0.65        | N/A            |
| PRODUCT CATEGORY | PRODUCT                                                 |                |                |
| CANDY            | 3 Musketeers (1.92oz) (19530)                           | \$ 1.00        | \$ 1.75        |
| CANDY            | 3 Musketeers V (1.92oz) (68320)                         | \$ 1.00        | \$ 1.75        |
| CANDY            | Almond Joy (1.61oz) (1004)                              | \$ 1.00        | \$ 1.75        |
| CANDY            | Baby Ruth (1.9oz) (82773)                               | \$ 1.00        | \$ 1.75        |
| CANDY            | Butterfinger (1.9oz) (28510)                            | \$ 1.00        | \$ 1.75        |
| CANDY            | Cookie Dough Bites (1.75oz) (11078)                     | \$ 1.00        | \$ 1.75        |
| CANDY            | Kellogg NutriGrain Strawberry Cereal Bar (1.3oz) (2828) | \$ 1.00        | \$ 1.75        |
| CANDY            | Kit Kat Big Kat (1.5oz) (41474)                         | \$ 1.00        | \$ 1.75        |
| CANDY            | M&M Peanut (1.74oz) (1062)                              | \$ 1.00        | \$ 1.75        |
| CANDY            | M&M Peanut Butter (1.63oz) (7161)                       | \$ 1.00        | \$ 1.75        |

**EXHIBIT B – PRICING AND PRODUCT STRUCTURE**

|                         |                                                               |    |      |    |      |
|-------------------------|---------------------------------------------------------------|----|------|----|------|
| CANDY                   | M&M Peanut V (1.74oz) (68306)                                 | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | M&M Plain (1.69oz) (1061)                                     | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | M&M Plain V (1.69oz) (68303)                                  | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Milky Way (1.84oz) (19234)                                    | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Milky Way V (1.84oz) (68315)                                  | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Nabisco Fat Free Fig Newtons (2.1oz) (2979)                   | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Nature Valley Crunch Peanut Butter (1.5oz) (2961)             | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Nature Valley Crunchy Oats and Honey (1.5oz) (2964)           | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Nestle Crunch Bar (1.55oz) (1076)                             | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Oreo Chocolate Cookie (2.4oz) (6198)                          | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Planters Salted Peanuts (2oz) (1091)                          | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Reeses Peanut Butter Cups (1.5oz) (1101)                      | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Skittles Original Fruit (2.17oz) (1107)                       | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Skittles Original Fruit V (2.17oz) (68323)                    | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Snickers (1.86oz) (19515)                                     | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Snickers V (1.86oz) (68310)                                   | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Snickers with Almonds (1.76oz) (1116)                         | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Sour Patch Kids (2oz) (5272)                                  | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Starburst Original Fruit Chews (2.07oz) (1119)                | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Swedish Fish Red (2oz) (5273)                                 | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Twix (1.79oz) (7976)                                          | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Twix V (1.79oz) (68311)                                       | \$ | 1.00 | \$ | 1.75 |
| CANDY                   | Twizzlers Strawberry (2.5oz) (1123)                           | \$ | 1.00 | \$ | 1.75 |
| <b>PRODUCT CATEGORY</b> | <b>PRODUCT</b>                                                |    |      |    |      |
| CRACKERS                | Lance Cream Cheese & Chives Captain Wafer (1.375oz) (2887)    | \$ | 0.60 |    | N/A  |
| CRACKERS                | Lance Malt Peanut Butter Cracker (1.29oz) (25060)             | \$ | 0.60 |    | N/A  |
| CRACKERS                | Lance Neko! (1.75oz) (2891)                                   | \$ | 0.60 |    | N/A  |
| CRACKERS                | Lance Peanut Butter w/ Honey Captain Wafer (1.375oz) (2895)   | \$ | 0.60 |    | N/A  |
| CRACKERS                | Lance Van-O-Lunch Vanilla Creme Neko! Cookie (1.59oz) (43902) | \$ | 0.60 |    | N/A  |
| CRACKERS                | Lays Munchies Cheese Peanut Butter Cracker (1.42oz) (10363)   | \$ | 0.60 |    | N/A  |
| <b>PRODUCT CATEGORY</b> | <b>PRODUCT</b>                                                |    |      |    |      |
| JUICE/ENERGY            | Amp Energy Boost Original (16oz) (5450)                       | \$ | 2.75 | \$ | 3.50 |
| JUICE/ENERGY            | Bai Brasilia Blueberry (18oz) (20900)                         | \$ | 2.75 | \$ | 3.50 |
| JUICE/ENERGY            | Bang Blue Razz Brain & Body Fuel (16oz) (67070)               | \$ | 2.75 | \$ | 3.50 |
| JUICE/ENERGY            | Bang Rainbow Unicorn Brain & Body Fuel (16oz) (72454)         | \$ | 2.75 | \$ | 3.50 |
| JUICE/ENERGY            | Bubly Blackbubly Sparkling Water (12oz) (73804)               | \$ | 0.75 | \$ | 1.25 |
| JUICE/ENERGY            | Bubly Cranbubly Sparkling Water (12oz) (74700)                | \$ | 0.75 | \$ | 1.25 |
| JUICE/ENERGY            | Bubly Limebubly Sparkling Water (12oz) (63968)                | \$ | 0.75 | \$ | 1.25 |
| JUICE/ENERGY            | Bubly Orangebubly Sparkling Water (12oz) (65086)              | \$ | 0.75 | \$ | 1.25 |
| JUICE/ENERGY            | Bubly Raspbubly Sparkling Water (12oz) (74701)                | \$ | 0.75 | \$ | 1.25 |
| JUICE/ENERGY            | Celsius Sparkling Kiwi Guava (12oz) (79727)                   | \$ | 2.00 | \$ | 2.75 |
| JUICE/ENERGY            | Celsius Sparkling Orange (12oz) (26020)                       | \$ | 2.00 | \$ | 2.75 |
| JUICE/ENERGY            | Celsius Sparkling Peach Vibe (12oz) (85667)                   | \$ | 2.00 | \$ | 2.75 |
| JUICE/ENERGY            | Celsius Sparkling Wildberry (12oz) (26022)                    | \$ | 2.00 | \$ | 2.75 |
| JUICE/ENERGY            | Dole 100% Ruby Red Grapefruit (15.2oz) (3319)                 | \$ | 1.65 | \$ | 2.50 |
| JUICE/ENERGY            | Dole/Ocean Spray 100% Apple Juice (15.2oz) (3312)             | \$ | 1.65 | \$ | 2.50 |
| JUICE/ENERGY            | Dole/Ocean Spray 100% Orange Juice (15.2oz) (3314)            | \$ | 1.65 | \$ | 2.50 |
| JUICE/ENERGY            | Dunkin Donuts French Vanilla Iced Coffee (13.7oz) (48563)     | \$ | 3.50 | \$ | 4.00 |
| JUICE/ENERGY            | Dunkin Donuts Original Iced Coffee (13.7oz) (48561)           | \$ | 3.50 | \$ | 4.00 |
| JUICE/ENERGY            | Florida's Natural Fruit Splash (11.5oz) (6398)                | \$ | 1.00 | \$ | 1.75 |
| JUICE/ENERGY            | Gatorade Cool Blue (20oz) (4999)                              | \$ | 1.65 | \$ | 2.50 |
| JUICE/ENERGY            | Gatorade Fruit Punch (20oz) (5001)                            | \$ | 1.65 | \$ | 2.50 |
| JUICE/ENERGY            | Gatorade Lemon Lime (20oz) (5005)                             | \$ | 1.65 | \$ | 2.50 |
| JUICE/ENERGY            | Gatorade Orange (20oz) (5006)                                 | \$ | 1.65 | \$ | 2.50 |
| JUICE/ENERGY            | Glaceau Smart Water (20oz) (5013)                             | \$ | 1.75 | \$ | 2.50 |
| JUICE/ENERGY            | Gold Peak Sweetened Iced Tea (18.5oz) (8618)                  | \$ | 2.00 | \$ | 2.75 |
| JUICE/ENERGY            | Gold Peak Unsweetened Iced Tea (18.5oz) (8619)                | \$ | 2.00 | \$ | 2.75 |
| JUICE/ENERGY            | Honest Tea Fair Trade Organic Peach Tea (16.9oz) (33889)      | \$ | 2.00 | \$ | 2.75 |



**EXHIBIT B – PRICING AND PRODUCT STRUCTURE**

|                         |                                                                         |         |         |
|-------------------------|-------------------------------------------------------------------------|---------|---------|
| JUICE/ENERGY            | Honest Tea Organic Half & Half (16.9oz) (9000)                          | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Hubert's Lemonade Strawberry Lemonade (16oz) (26875)                    | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Hubert's Original Lemonade (16oz) (37409)                               | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Lipton PureLeaf Peach Hibiscus Tea (18.5oz) (75104)                     | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Lipton PureLeaf Raspberry (18.5oz) (17685)                              | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Lipton PureLeaf Sweet Tea (18.5oz) (17627)                              | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Lipton PureLeaf Unsweetened Black Tea (18.5oz) (17586)                  | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Mati Tropical Energy (12oz) (40602)                                     | \$ 1.50 | \$ 2.25 |
| JUICE/ENERGY            | Minute Maid 100% Apple Juice Bottle (12oz) (62829)                      | \$ 1.65 | \$ 2.50 |
| JUICE/ENERGY            | Minute Maid 100% Orange Juice Bottle (12oz) (62828)                     | \$ 1.65 | \$ 2.50 |
| JUICE/ENERGY            | Minute Maid Cranberry Apple Raspberry Juice Bottle (12oz) (62830)       | \$ 1.65 | \$ 2.50 |
| JUICE/ENERGY            | Minute Maid Cranberry Grape Juice Bottle (12oz) (62831)                 | \$ 1.65 | \$ 2.50 |
| JUICE/ENERGY            | Monster Energy (16oz) (3469)                                            | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Monster Energy Ultra Blue (16oz) (21197)                                | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Monster Energy Ultra Red (16oz) (24629)                                 | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Monster Energy Ultra Sunrise (16oz) (34549)                             | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Monster Energy Zero Ultra (16oz) (19433)                                | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Monster Loca Moca Java (15oz) (8214)                                    | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Monster Rehab Tea+Lemonade+Energy (15.5oz) (12917)                      | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Mountain Dew Amp Game Fuel Charged Berry Blast (16oz) (73522)           | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Mountain Dew Amp Game Fuel Charged Cherry Burst (16oz) (73540)          | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | NOS High Performance Energy Drink (16oz) (5549)                         | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Ocean Spray Cranberry Grape (15.2oz) (5073)                             | \$ 1.65 | \$ 2.50 |
| JUICE/ENERGY            | Powerade ION4 Fruit Punch (20oz) (9255)                                 | \$ 1.65 | \$ 2.50 |
| JUICE/ENERGY            | Powerade ION4 Mountain Blast (20oz) (9254)                              | \$ 1.65 | \$ 2.50 |
| JUICE/ENERGY            | Red Bull Blue Edition Energy Drink (12oz) (34764)                       | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Red Bull Energy Drink (8.4oz) (5504)                                    | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Red Bull Peach Edition Peach Nectarine Energy Drink (12oz) (74026)      | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Red Bull Sugar Free Energy Drink (8.4oz) (5483)                         | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Red Bull Sugar Free Pear Energy Drink (12oz) (74236)                    | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Red Bull Yellow Edition Tropical Energy Drink (12oz) (34400)            | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Reign Total Body Fuel Melon Mania (16oz) (75478)                        | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Reign Total Body Fuel Razzle Berry (16oz) (75491)                       | \$ 2.75 | \$ 3.50 |
| JUICE/ENERGY            | Rise Nitro Cold Brew Classic Latte (7oz) (73643)                        | \$ 3.50 | \$ 4.00 |
| JUICE/ENERGY            | Rise Nitro Cold Brew Oat Milk Latte (7oz) (71618)                       | \$ 3.50 | \$ 4.00 |
| JUICE/ENERGY            | S. Pellegrino Sparkling Natural Mineral Water Plastic (16.9oz) (9062)   | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Starbucks Double Shot Coffee (15oz) (6092)                              | \$ 3.00 | \$ 3.75 |
| JUICE/ENERGY            | Starbucks Double Shot Espresso & Cream (6.5oz) (5127)                   | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Starbucks Double Shot Mocha (15oz) (6091)                               | \$ 3.00 | \$ 3.75 |
| JUICE/ENERGY            | Starbucks Double Shot Vanilla (15oz) (6090)                             | \$ 3.00 | \$ 3.75 |
| JUICE/ENERGY            | Starbucks Frappuccino Coffee (9.5oz) (5128)                             | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Starbucks Frappuccino Mocha (9.5oz) (5131)                              | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Starbucks Frappuccino Vanilla (9.5oz) (5133)                            | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Talking Rain Black Raspberry Sparkling ICE (17oz) (5137)                | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Tea's Tea Organic Lightly Sweet Peach Ginger Black Tea (16.9oz) (37631) | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Tea's Tea Unsweetened Pure Green Tea (16.9oz) (9960)                    | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Vitamin Water Energy Tropical Citrus (20oz) (5155)                      | \$ 1.75 | \$ 2.50 |
| JUICE/ENERGY            | Vitamin Water Revive (20oz) (5168)                                      | \$ 1.75 | \$ 2.50 |
| JUICE/ENERGY            | Vitamin Water Squeezed Lemonade (20oz) (20718)                          | \$ 1.75 | \$ 2.50 |
| JUICE/ENERGY            | Vitamin Water XXX (20oz) (5170)                                         | \$ 1.75 | \$ 2.50 |
| JUICE/ENERGY            | Vitamin Water Zero Rise (20oz) (8807)                                   | \$ 1.75 | \$ 2.50 |
| JUICE/ENERGY            | VOSS Lemon Cucumber Sparkling Water (12.7oz) (67005)                    | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | VOSS Still Water (16.9oz) (17980)                                       | \$ 2.00 | \$ 2.75 |
| JUICE/ENERGY            | Yerbae Mango Passionfruit Sparkling Water (16oz) (71567)                | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Yerbae Watermelon Strawberry Sparkling Water (16oz) (71566)             | \$ 2.50 | \$ 3.25 |
| JUICE/ENERGY            | Yoo-hoo Chocolate Drink Bottle (15.5oz) (5415)                          | \$ 1.75 | \$ 2.50 |
| JUICE/ENERGY            | Yoo-hoo Chocolate Drink Can (11oz) (5482)                               | \$ 1.00 | \$ 1.75 |
| <b>PRODUCT CATEGORY</b> | <b>PRODUCT</b>                                                          |         |         |

**EXHIBIT B – PRICING AND PRODUCT STRUCTURE**

|                         |                                                                |    |      |    |      |
|-------------------------|----------------------------------------------------------------|----|------|----|------|
| KING/LSC CANDY          | Kit Kat (2.04oz) (1054)                                        | \$ | 1.75 | \$ | 2.50 |
| KING/LSC CANDY          | M&M Peanut (3.27oz) (1065)                                     | \$ | 1.75 | \$ | 2.50 |
| KING/LSC CANDY          | Reeses Peanut Butter Cups (2.1oz) (1099)                       | \$ | 1.75 | \$ | 2.50 |
| <b>PRODUCT CATEGORY</b> | <b>PRODUCT</b>                                                 |    |      |    |      |
| BAG SNACKS              | Bugles Original (1.5oz) (2628)                                 | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Cheetos Cheddar Jalapeno (2oz) (7050)                          | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Cheetos Crunchy (2oz) (2636)                                   | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Cheezits (2oz) (2639)                                          | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Cheezits Snap'd Cheddar Sour Cream & Onion (1.5oz) (75128)     | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Chex Mix Traditional (1.75oz) (2645)                           | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Doritos Cool Ranch (1.75oz) (2705)                             | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Doritos Flamin Hot Nacho (1.75oz) (73298)                      | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Doritos Nacho Cheese (1.75oz) (2707)                           | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Doritos Spicy Sweet Chili (1.75oz) (9012)                      | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Fritos (2oz) (2740)                                            | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Fritos Chili Cheese (2oz) (2733)                               | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Fritos Flavor Twists with Honey BBQ (2oz) (6420)               | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Furyuns (1.25oz) (5430)                                        | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Grandmas Mini Chocolate Chip Cookies (2oz) (41602)             | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Grandmas Mini Vanilla Cream Cookies (2.12oz) (6231)            | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Grandmas Peanut Butter Cookies (2.5oz) (5462)                  | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Kellogg Pop Tarts Frosted Brown Sugar Cinnamon (3.52oz) (5520) | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Kellogg Pop Tarts Frosted Strawberry (3.67oz) (2836)           | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Kellogg Rice Krispies Treats (2.13oz) (10335)                  | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Lays BBQ (1.5oz) (2875)                                        | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Lays Cheddar Jalapeno (1.5oz) (86396)                          | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Lays Cheese Fix Munchies (1.75oz) (6736)                       | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Lays Regular Chips (1.5oz) (2881)                              | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Lays Sour Cream & Onion Chips (1.5oz) (6209)                   | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Macs BBQ Pork Skins (1oz) (5530)                               | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Mrs Fields Chocolate Chip Cookie (2.1oz) (27028)               | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Mrs Fields White Chunk Macadamia (2.1oz) (18304)               | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Nabisco Toasted Veggie Wheat Thins (1.75oz) (2987)             | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Oven Baked Lays BBQ (1.125oz) (2592)                           | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Oven Baked Lays Original (1.125oz) (2596)                      | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Oven Baked Lays Sour Cream & Onion (1.125oz) (2599)            | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Oven Baked Ruffles Cheddar Sour Cream (1.125oz) (7189)         | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Planters Nut Choc Trail Mix (2oz) (3042)                       | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Ruffles Cheddar Sour Cream (1.5oz) (3073)                      | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Sabritas Turbos Flamas (2oz) (10090)                           | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Smartfood White Cheddar Popcorn (1oz) (3098)                   | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Snyders Fat Free Mini Pretzels (1.5oz) (3101)                  | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Snyders Honey Mustard Onion Pretzel Pieces (2.25oz) (3102)     | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Sun Chips Garden Salsa (1.5oz) (3121)                          | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Sun Chips Harvest Cheddar (1.5oz) (3123)                       | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | TGIF Cheddar Bacon Potato Skins (1.75oz) (3167)                | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Welchs Fruit Snacks Fruit Punch (2.25oz) (5488)                | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Welchs Fruit Snacks Island Fruits (2.25oz) (8132)              | \$ | 0.90 | \$ | 1.75 |
| BAG SNACKS              | Welchs Mixed Fruit Snacks (2.25oz) (3180)                      | \$ | 0.90 | \$ | 1.75 |
| <b>PRODUCT CATEGORY</b> | <b>PRODUCT</b>                                                 |    |      |    |      |
| PASTRY                  | Golden Donut Sta-Good Glazed Donuts (3.8oz) (79295)            | \$ | 1.00 | \$ | 2.00 |
| PASTRY                  | Mrs. Freshleys Cinnamon Swirl Bun (4oz) (46172)                | \$ | 1.00 | \$ | 2.00 |
| PASTRY                  | Mrs. Freshleys Powdered Donut (3oz) (21154)                    | \$ | 1.00 | \$ | 2.00 |
| PASTRY                  | Fieldstone Honey Bun (4oz) (78035)                             | \$ | 1.00 | \$ | 2.00 |
| PASTRY                  | Little Debbie Double Decker Oatmeal Cream Pie (3.9oz) (16879)  | \$ | 1.00 | \$ | 2.00 |
| <b>PRODUCT CATEGORY</b> | <b>PRODUCT</b>                                                 |    |      |    |      |
| HEALTH & WELLNESS       | Albanese 12 Flavor Gummi Bears (7.5oz) (48272)                 | \$ | 3.00 | \$ | 3.50 |
| HEALTH & WELLNESS       | Albanese 12 Flavor Mini Gummi Worms (7.5oz) (72352)            | \$ | 3.00 | \$ | 3.50 |

**EXHIBIT B – PRICING AND PRODUCT STRUCTURE**

|                   |                                                                             |         |         |
|-------------------|-----------------------------------------------------------------------------|---------|---------|
| HEALTH & WELLNESS | Anderson Peanut Butter Filled Nuggets (2.5oz) (8155)                        | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Awake Caffeinated Chocolate Caramel Bar (1.55oz) (36907)                    | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Awake Caffeinated Dark Chocolate Bar (1.34oz) (58095)                       | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Bamana Organic Acapulco Lime Plantain Chips (1.5oz) (79151)                 | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Bamana Organic Himalayan Pink Sea Salt Plantain Chips (1.5oz) (67993)       | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Beanfields Bean & Rice Chips Pico de Gallo (1.5oz) (27310)                  | \$ 1.00 | \$ 3.50 |
| HEALTH & WELLNESS | BSN Protein Crisp Vanilla Marshmallow (1.98oz) (72214)                      | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Bumble Bee Chicken Salad with Crackers (3.5oz) (3227)                       | \$ 2.75 | \$ 3.25 |
| HEALTH & WELLNESS | Cheerios (1.3oz) (3253)                                                     | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Clif Builders Chocolate Peanut Butter Bar (2.4oz) (2664)                    | \$ 2.25 | \$ 2.75 |
| HEALTH & WELLNESS | Clif Builders Vanilla Almond Bar (2.4oz) (6114)                             | \$ 2.25 | \$ 2.75 |
| HEALTH & WELLNESS | Clif Chocolate Chip Bar (2.4oz) (2658)                                      | \$ 2.25 | \$ 2.75 |
| HEALTH & WELLNESS | Clif Chocolate Chip Peanut Crunch Bar (2.4oz) (2659)                        | \$ 2.25 | \$ 2.75 |
| HEALTH & WELLNESS | Deep River Mesquite BBQ Kettle Chips (2oz) (11490)                          | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Deep River NY Spicy Dill Pickle Kettle Chips (2oz) (30417)                  | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Deep River Original Salted Kettle Chips (2oz) (11496)                       | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Deep River Sweet Maui Onion Kettle Chips (2oz) (11487)                      | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Dirty Chips Sea Salted (2oz) (17868)                                        | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Dole Mandarin Oranges (7oz) (11787)                                         | \$ 2.50 | \$ 3.00 |
| HEALTH & WELLNESS | Dole Peaches (7oz) (5327)                                                   | \$ 2.50 | \$ 3.00 |
| HEALTH & WELLNESS | Food Should Taste Good Sweet Potato Tortilla Chips (1.5oz) (9892)           | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Grenade Carb Killa Peanut Nutter (2.12oz) (60213)                           | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Honey Nut Cheerios (1.8oz) (3362)                                           | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Jack Links All American Beef & Cheese (1.2oz) (14305)                       | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Kellogg Frosted Flakes (2.1oz) (3407)                                       | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Kellogg Fruit Loops (1.5oz) (3412)                                          | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Kellogg Raisin Bran Crunch (2.8oz) (3414)                                   | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Kettle Chips Sea Salt & Vinegar (1.5oz) (18646)                             | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Kind Fruit & Nut Almond & Coconut Bar (1.4oz) (11160)                       | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Kind Nuts & Spices Caramel Almond & Sea Salt Bar (1.4oz) (29512)            | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Kind Nuts & Spices Dark Chocolate Nuts & Sea Salt (1.4oz) (19041)           | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Kraft Macaroni & Cheese Original (2.05oz) (3431)                            | \$ 2.50 | \$ 3.00 |
| HEALTH & WELLNESS | Nabisco Belvita Blueberry Breakfast Biscuits (1.76oz) (20126)               | \$ 1.75 | \$ 2.25 |
| HEALTH & WELLNESS | Nissin Cup-O-Noodles Chicken Soup (2.25oz) (3488)                           | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Nissin Noodles Beef Flavor (2.25oz) (3489)                                  | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Nut Harvest Lightly Roasted Almonds (2.25oz) (64468)                        | \$ 1.75 | \$ 2.25 |
| HEALTH & WELLNESS | Nut Harvest Whole Cashews (2.25oz) (64471)                                  | \$ 1.75 | \$ 2.25 |
| HEALTH & WELLNESS | ON Protein Crisp Salted Toffee Pretzel (2.01oz) (72215)                     | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Pringles BBQ (2.5oz) (20573)                                                | \$ 3.00 | \$ 3.50 |
| HEALTH & WELLNESS | Pringles Sour Cream and Onion (1.41oz) (9512)                               | \$ 3.00 | \$ 3.50 |
| HEALTH & WELLNESS | Pringles Sour Cream and Onion (2.5oz) (20572)                               | \$ 3.00 | \$ 3.50 |
| HEALTH & WELLNESS | Quaker Instant Oatmeal Apple & Cinnamon Cup (1.51oz) (25877)                | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Quaker Instant Oatmeal Maple & Brown Sugar Cup (1.69oz) (25876)             | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | QuestBar Birthday Cake (2.12oz) (69260)                                     | \$ 3.00 | \$ 3.50 |
| HEALTH & WELLNESS | Sahale Classic Fruit & Nut Blend Mix (1.5oz) (22651)                        | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Second Nature Simplicity Medley (2.25oz) (31937)                            | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Second Nature Simply Medley 2.25oz.                                         | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Sensible Portions Garden Veggie Straws Sea Salt (1oz) (10880)               | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Skinny Pop Popcorn (1oz) (41912)                                            | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Starkist Tuna Salad Deli Style Kit (3.28oz) (45983)                         | \$ 2.75 | \$ 3.25 |
| HEALTH & WELLNESS | Sweet Street Chewy Marshmallow with Brown Butter & Sea Salt (2.1oz) (45842) | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Tapatio Chicken Ramen Noodle Soup (3.7oz) (81616)                           | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Tapatio Original Ramen Noodle Soup (3.7oz) (81615)                          | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Think Thin Creamy Peanut Butter Bar (2.1oz) (10734)                         | \$ 2.00 | \$ 2.50 |
| HEALTH & WELLNESS | Trolli Classic Bears (5oz) (14047)                                          | \$ 3.00 | \$ 3.50 |
| HEALTH & WELLNESS | Tropical Chips Plantain Chips (1oz) (8416)                                  | \$ 1.00 | \$ 1.75 |
| HEALTH & WELLNESS | Wonderful Pistachios (1oz) (20540)                                          | \$ 1.50 | \$ 2.00 |
| HEALTH & WELLNESS | Wonderful Pistachios No Shells (.75oz) (66514)                              | \$ 1.50 | \$ 2.00 |

EXHIBIT C – LOCATION MAPS

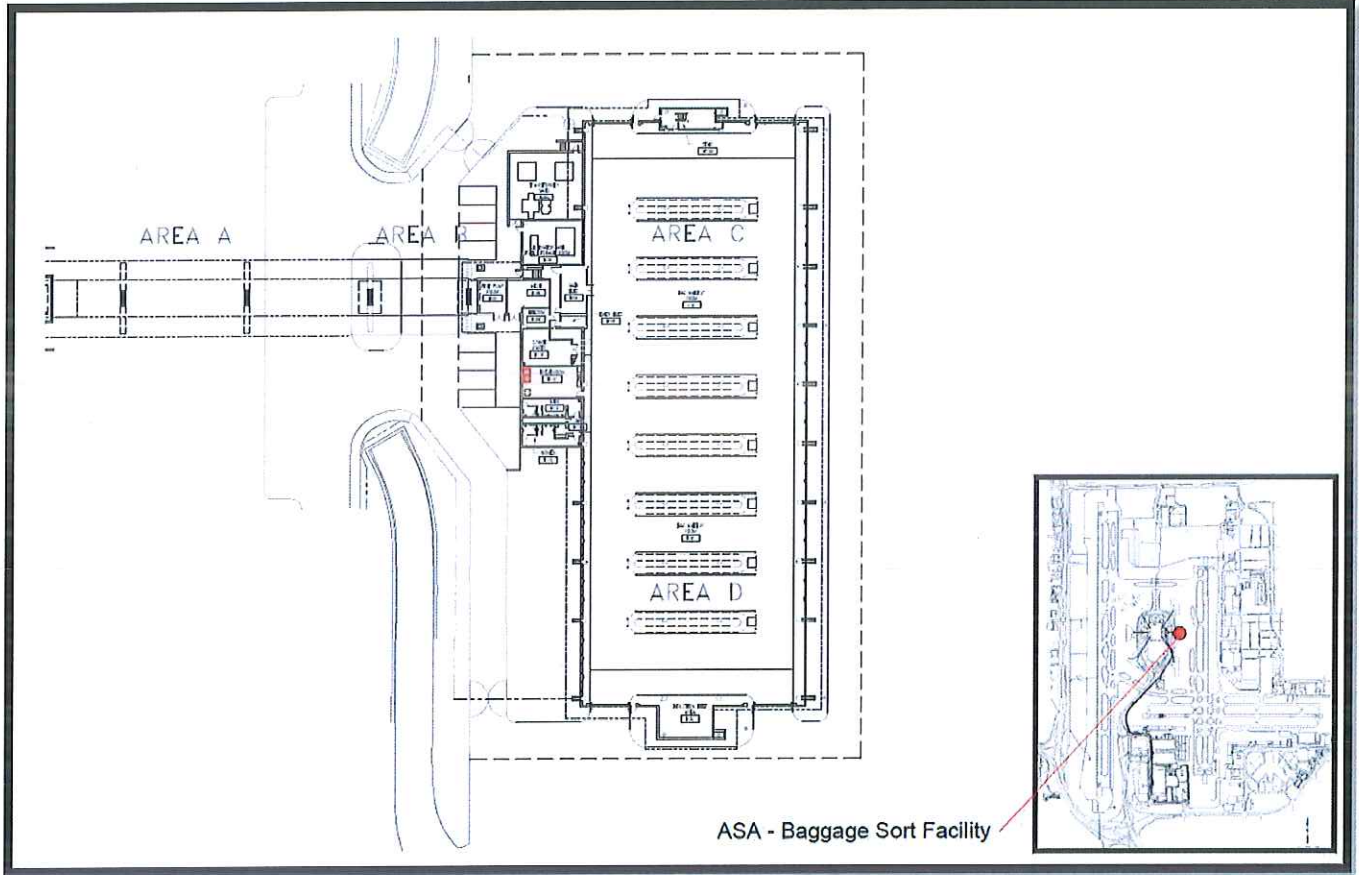


EXHIBIT C – LOCATION MAPS

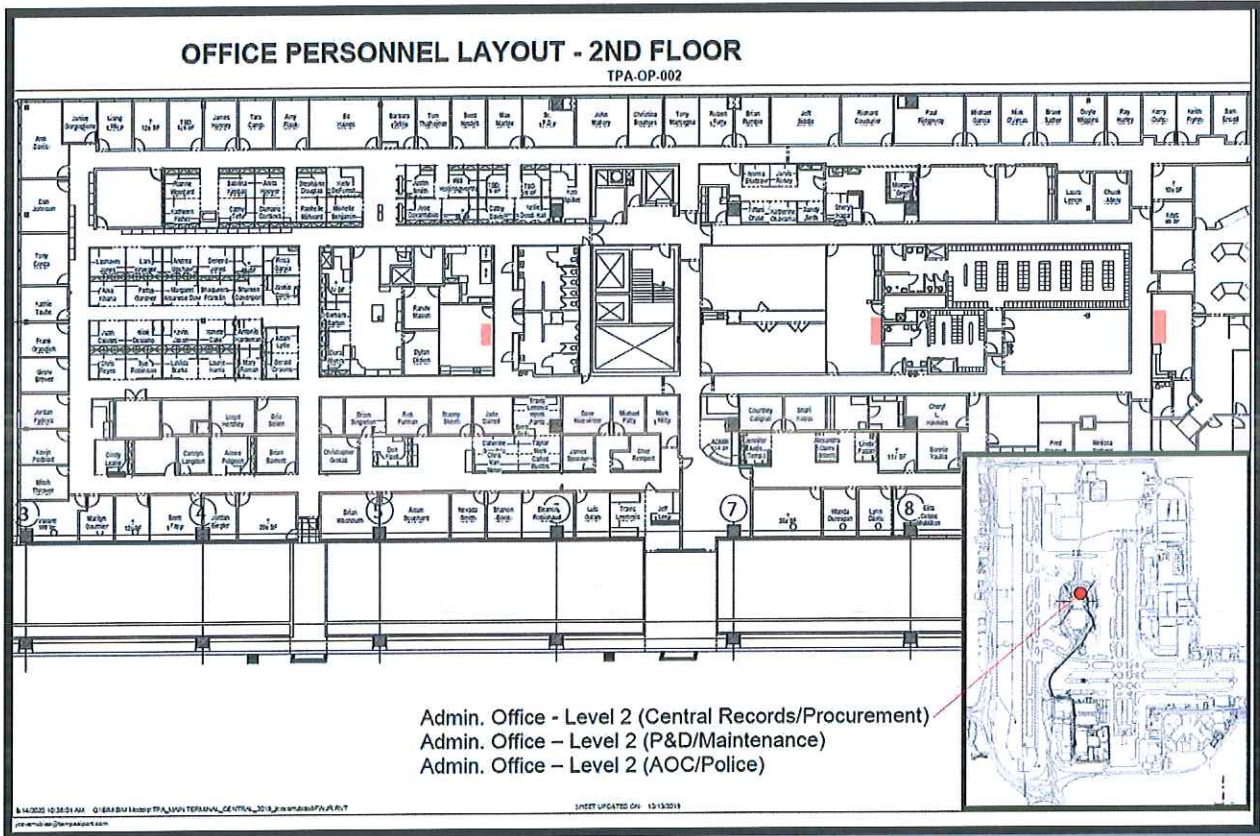


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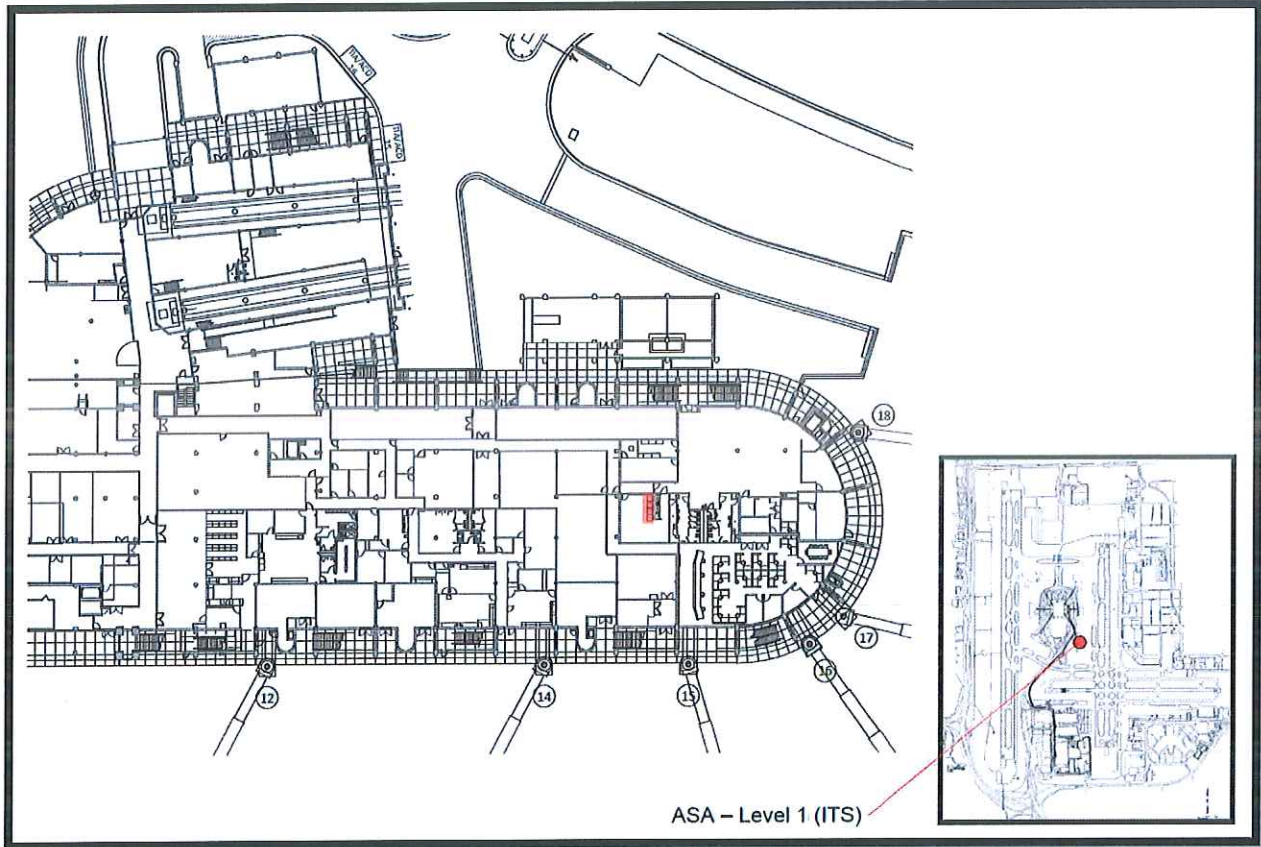


EXHIBIT C – LOCATION MAPS

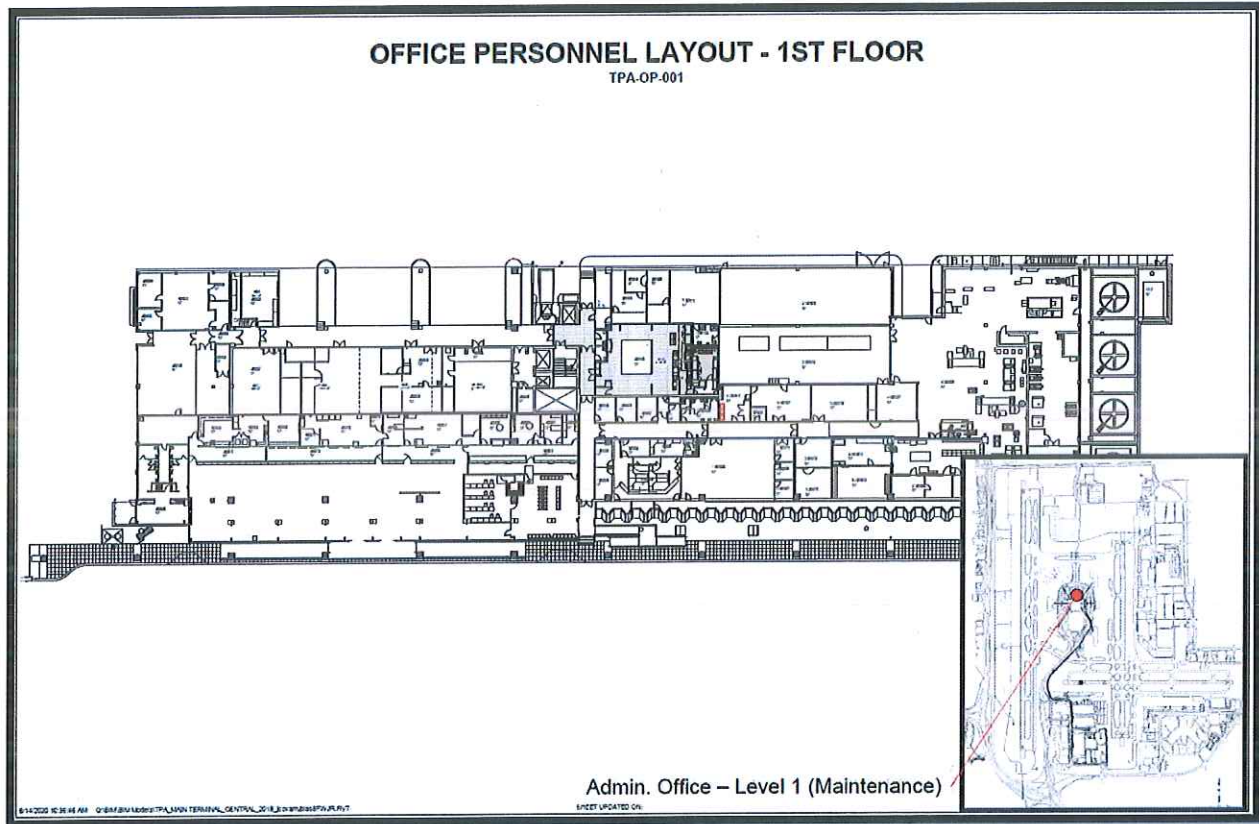


EXHIBIT C – LOCATION MAPS

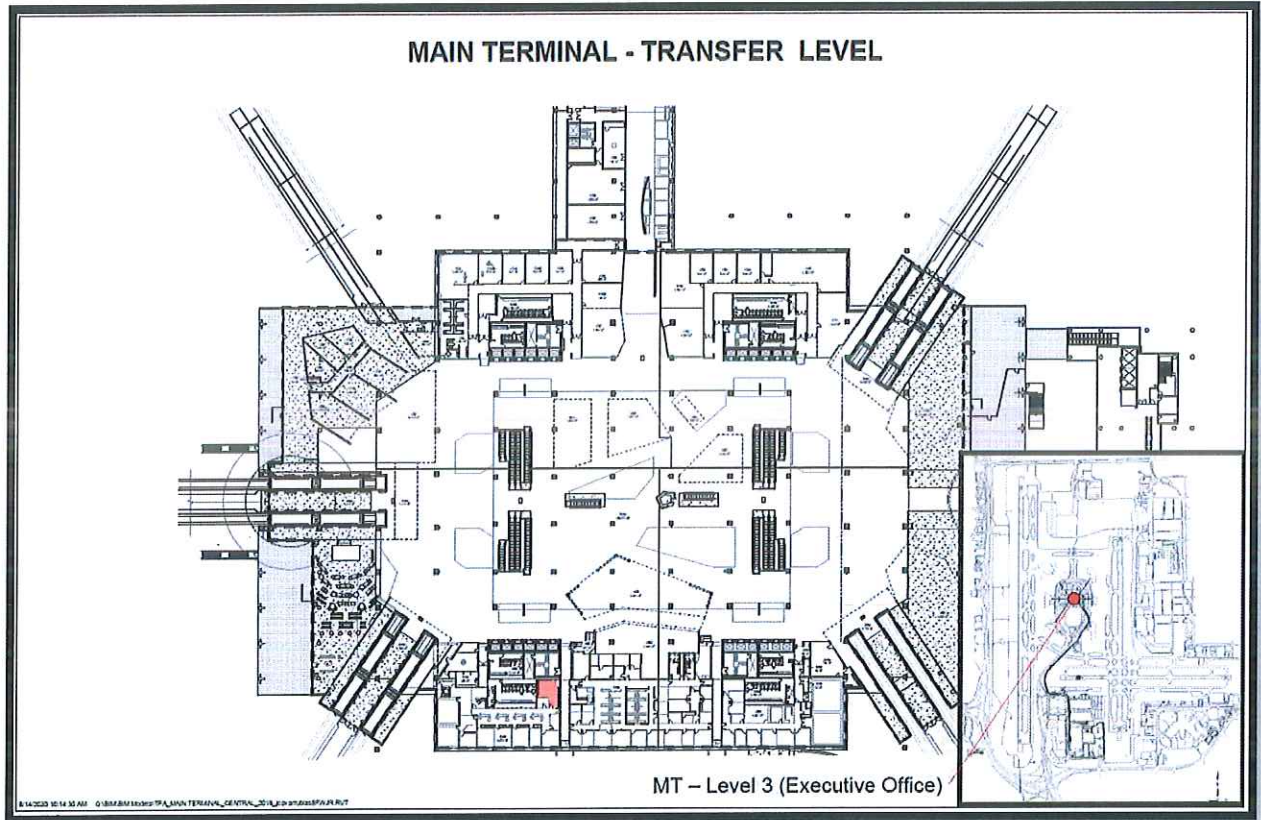




EXHIBIT C – LOCATION MAPS

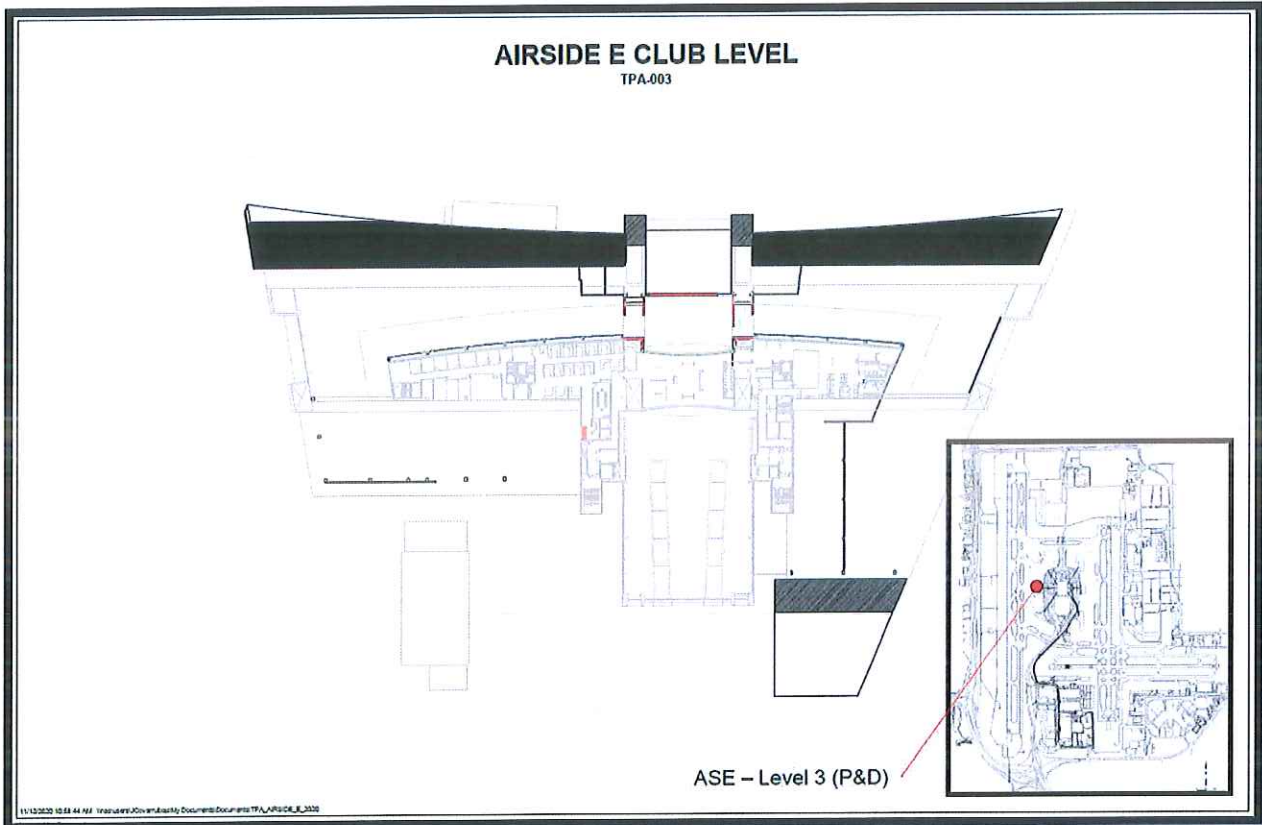


EXHIBIT C – LOCATION MAPS

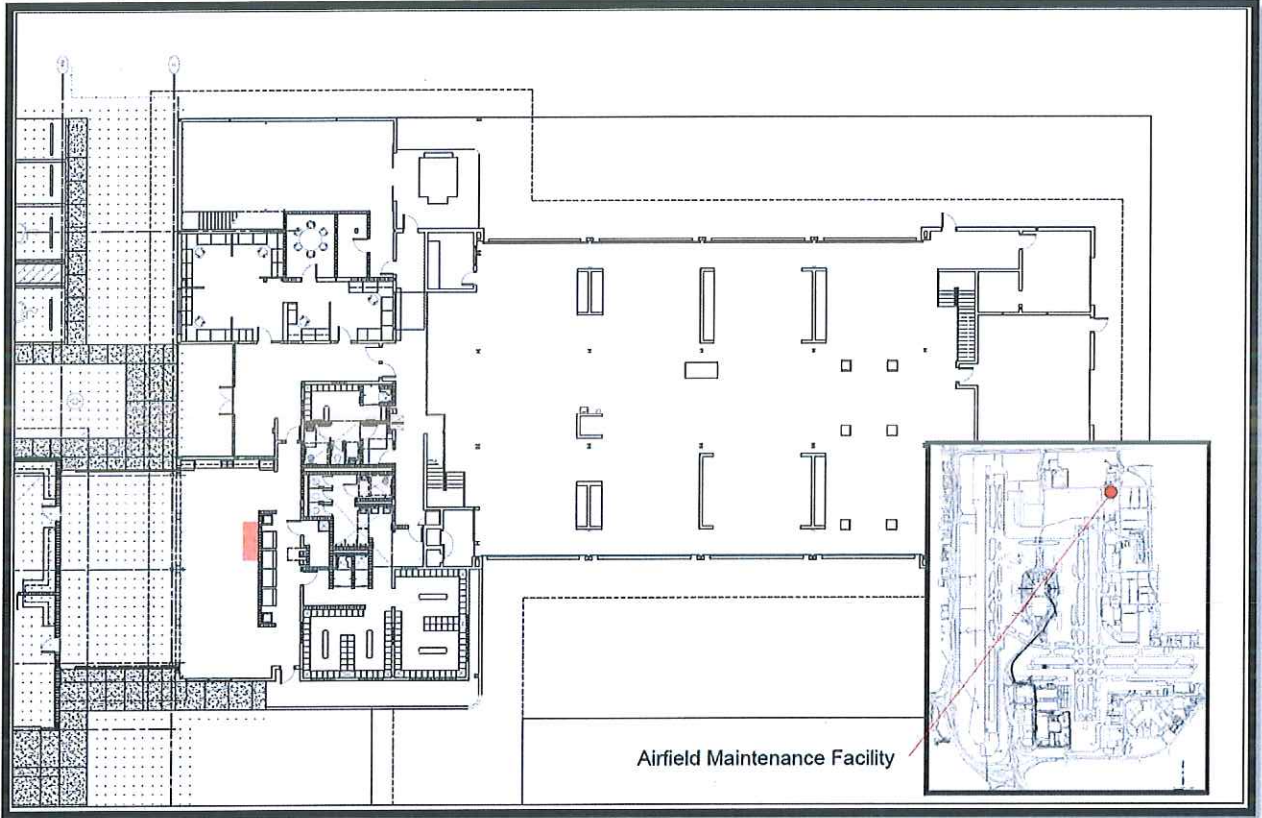


EXHIBIT C – LOCATION MAPS

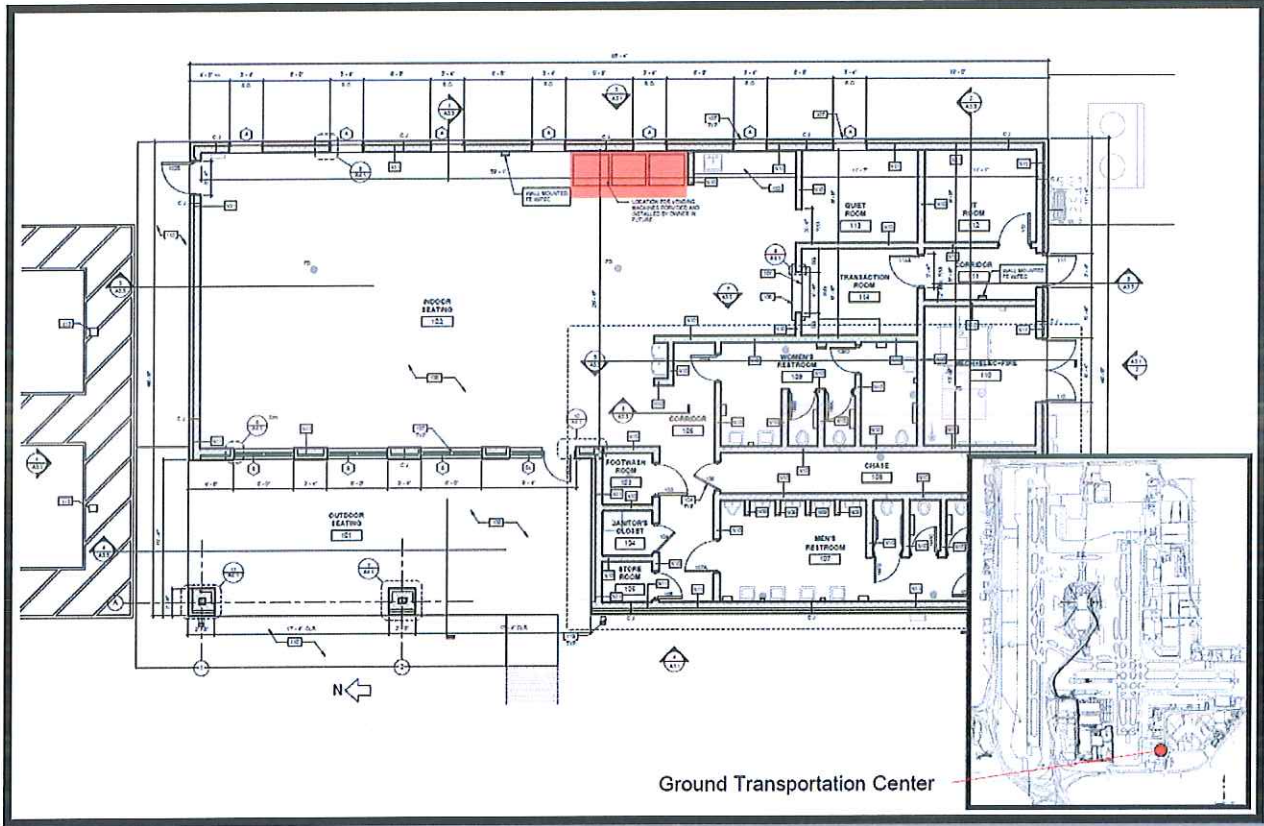
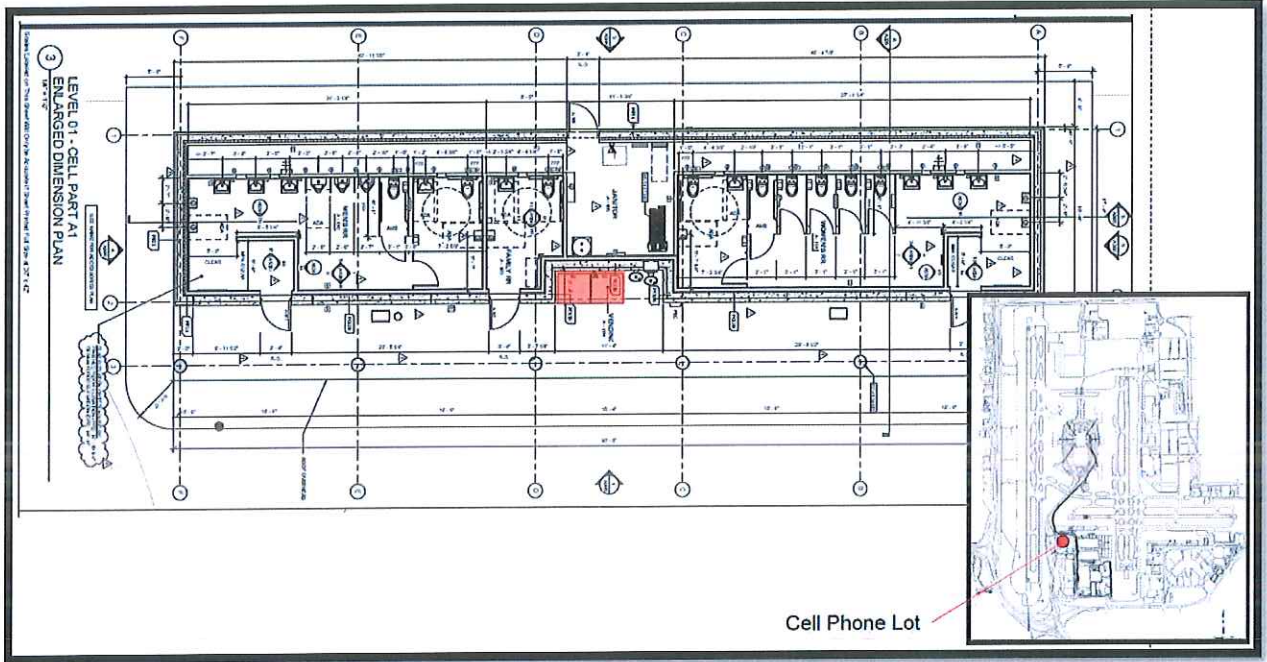


EXHIBIT C – LOCATION MAPS



Cell Phone Lot

**EXHIBIT D  
MONTHLY SALES REPORT**

Company Name: Compass Group USA, Inc., by and through its Canteen Division  
 Address: 28100 US Hwy. 19 N., Ste. 307  
Clearwater, FL 33761  
 Contact Name: Steve Luccia  
 Contract #: \_\_\_\_\_  
 Reporting Period (Month/Year): \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_

**ASSIGNED AREAS NOT ACCESSIBLE TO THE PUBLIC - EMPLOYEE VENDING**

| <b>LOCATION</b>                                          | <b>GROSS RECEIPTS</b> |
|----------------------------------------------------------|-----------------------|
| 1. ASA - Baggage Sort Facility                           | \$ _____              |
| 2. Admin. Office - Level 2 (Central Records/Procurement) | \$ _____              |
| 3. Admin. Office – Level 2 (P&D/Maintenance)             | \$ _____              |
| 4. Admin. Office – Level 2 (AOC/Police)                  | \$ _____              |
| 5. ASA – Level 1 (ITS)                                   | \$ _____              |
| 6. Admin. Office – Level 1 (Maintenance)                 | \$ _____              |
| 7. MT – Level 3 (Executive Office)                       | \$ _____              |
| 8. ASE – Level 3 (P&D)                                   | \$ _____              |
| 9. Airfield Maintenance Facility                         | \$ _____              |
| <b>Total Gross Receipts</b>                              | <b>\$ _____</b>       |

**\*ASSIGNED AREAS ACCESSIBLE TO THE PUBLIC**

| <b>LOCATION</b>                                    | <b>GROSS RECEIPTS</b> |
|----------------------------------------------------|-----------------------|
| 1. Ground Transportation Center                    | \$ _____              |
| 2. Cell Phone Lot                                  | \$ _____              |
| <b>Total Gross Receipts:</b>                       | <b>\$ _____</b>       |
| <b>Privilege Fee (15% of Total Gross Receipts)</b> | <b>\$ _____</b>       |
| <b>Amount Due</b>                                  | <b>\$ _____</b>       |

*\*Privilege Fee applies*

The foregoing is certified to be true and correct to the best of of knowledge and belief.

By: \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title

**EXHIBIT E**  
**TENANT WORK PERMIT HANDBOOK**